



June 8, 2018

Ms. Patricia Jackson, PE, RAS
Facilities Construction Manager
City of McKinney, Texas
221 N. Tennessee Street
McKinney, Texas 75069

Subject: **Agreement for Architectural Services**
For The City of McKinney, Texas
McKinney Public Safety Building Retro Fit
Gensler Project Number 96.2380.027

Dear Trish:

This Agreement is between The City of McKinney (“Client”) and M. Arthur Gensler, Jr. & Associates, Inc. (“Gensler”), located at 5420 LBJ Freeway, Suite 1100, Dallas, Texas 75240, for architectural services.

A. PROJECT

A.1 Project Description. The project includes adding a new entry vestibule with associated grading and sidewalks to the west façade, reconfiguration of associated interior spaces, addition of audio visual and bi-fold partitions (the “Project”).

A.2 Project Budget. Client will directly Contract with a third party for all cost estimating and budgetary documentation.

A.3 Project Schedule. Gensler will develop a Project Schedule (“Schedule”) of important milestones for Client’s review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are projected presently:

- | | |
|--|-----------------------|
| a) City Council Approval | 6/19/2018 |
| b) Gensler Team Written NTP | 6/20/2018 |
| c) Commencement of Basic Services Consultant Tour Kick Off | 6/25/2018 |
| d) Revit Background Production | 6/25/2018 - 7/3/2018 |
| e) Program Confirmation Meeting | 7/6/2018 |
| f) Consultant Kick Off | 7/9/2018 |
| g) Design Development Phase | 7/9/2018 – 7/20/2018 |
| h) DD Owner Review Third Party Cost Estimating | 7/23/2018 – 7/26/2018 |
| i) Construction Document Phase | 7/30/2018 – 8/14/2018 |
| j) CD Owner Review Third Party Cost Estimating | 8/15/2018 – 8/16/2018 |
| k) QA/QC Seal Documents Submit for Permit | 8/17/2018 – 8/23/2018 |
| l) Construction Administration (Assume 5 months Construction) | 10/1/2018 – 2/28/2019 |



B. SCOPE OF SERVICES PROVIDED BY GENSLER

Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions.

B.1 Gensler's Basic Services

Gensler's Basic Services include design services for the addition of a secondary entry vestibule on the west facade. The new entry will be conditioned space with roof, exterior cladding, doors, floor slab, structural support, grading, sidewalks and lighting. Interior spaces will be reconfigured to similar use with adjustments to accommodate change in program for fire protection, audio visual, MEP, technology, and interior finishes.

Gensler may engage sub-consultants to provide design services for the following building systems or components: Survey, Civil Engineering, Structural Engineering, mechanical, electrical, plumbing, fire protection, audio visual, and security card reader location.

Client will engage separate consultants to provide the following design services, if required for the Project: Cost Estimating, Value Engineering, FF&E design, procurement, delivery, and installation, building signage, and high density storage systems. Gensler will provide backgrounds of Gensler's drawings to Client's consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems.

B.1.1 Phase One – Revit Background Production. The City of McKinney will provide Gensler the latest CAD background files. Gensler will translate those files to Revit at BOD 300 level.

B.1.1.1 NTP | Kick Off Meeting | Consultant Tour Facility. Upon Client's authorization to proceed, key representatives of Client and Gensler, as well as the appropriate consultants, will meet to kick off the Project. The purpose of the meeting is to establish the parties' mutual understanding of the Project objectives, Schedule, and delivery process. The agenda may include the following:

- a) Introduction of key team members, including each party's primary contact and the person authorized to make decisions;
- b) Discussion of Project performance targets;
- c) Discussion of Schedule milestones, including process and durations for Client's review and approval;
- d) Review and discussion of existing site conditions;
- e) Development of a BIM Execution Plan, if required for the Project;
- f) Discussion of communication protocols;
- g) Identification of key personnel and protocols for invoicing and payment.

Throughout the Project, Gensler will attend four (4) project meetings with Client to:

- a) Project Kick Off | Consultant Tour | NTP
- b) Program Confirmation Meeting
- c) DD Comment Meeting



d) CD Comment Meeting

B.1.1.2 Programming. N/A

B.1.1.3 Data Collection. N/A

B.1.1.4 Programming Report. N/A

B.1.1.5 Master Site Planning. N/A

B.1.1.6 Existing Site Conditions. Gensler will review record documentation provided by Client of the existing site conditions, including: Geotechnical Reports, civil site topo and storm water, CAD building plans, elevations, and sections. Gensler will visit the Project site to verify reasonably observable conditions, including: Site Access. If required, and approved by Client, Gensler may provide Additional Services to measure portions of the Project solely for the purpose of verifying certain conditions. Under certain circumstances, e.g., if the documentation of existing conditions is unavailable or appears to be unreliable, Gensler may recommend that Client engage the services of a surveyor to document the existing conditions before Gensler can proceed with further design services. Client acknowledges that demolition can reveal pre-existing, hidden conditions, which may require Additional Services and/or modifications to the Project Budget and/or Schedule.

B. 1.2 Phase Two - Design

B.1.2.1 Program Confirmation. Gensler will coordinate a Program Confirmation Meeting (or visioning session) with the Client and any other necessary parties, including for example, Gensler's consultants, Client's separate consultants, the end user if different from the Client, and any other parties required to make design decisions. The objective of the design charrette will be to review and discuss the design approach, test fits and design intent drawings, in order to establish the design direction for the Project. Gensler will prepare minutes documenting the discussions and decisions made during the charrette. The minutes will also document any questions and issues which the parties may agree to address at a later stage. Gensler will issue the minutes to the Client for review and approval of the design approach and direction.

The parties will be represented at the design charrette by the individuals authorized to make decisions regarding the design direction for the Project; specifically: Patricia Jackson, Chief Roland, City of McKinney Facilities, Gensler, MEPCE, and JQ.

B.1.2.2 Conceptual Design. N/A

B.1.2.3 Schematic Design. N/A

B.1.2.4 Design Development. Based on the approved Program Confirmation and Client's authorization to proceed, Gensler will proceed with Design Development, to further develop the design, including:

a) Site plan;



- b) Life safety code sheet;
- c) Floor plans of each typical and unique level;
- d) Building elevations;
- e) Typical exterior lighting fixture locations;
- f) Architectural treatments, including materials palettes and color selections;
- g) Details of key design elements as required to communicate design intent;
- h) Building sections;
- i) Preliminary designs of building systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering and other consultants.
- j) Reflected ceiling plans and typical light fixture locations for common spaces;
- k) Outline specifications;

Gensler will provide the Design Development Documents in PDF, including a package for Client's cost estimator or general contractor to update the cost estimate. Gensler will meet with Client up to one (1) time to present and review the material. Client and Gensler will agree upon any changes, consistent with the Program, and Gensler will incorporate such changes in the Construction Documents, unless it would otherwise be an Optional/Additional Service (as defined in Section B.3 below).

B.1.2.5 Construction Documents. Based on the approved Design Development Documents, authorized adjustments to the Project Budget, and Client's authorization to proceed, Gensler will provide drawings and specifications intended to be used for constructing the Project, including:

- a) Site plan;
- b) Life safety code sheet;
- c) Floor plans of each typical and unique level;
- d) Building sections and elevations;
- e) Enlarged plans and elevations of special areas where necessary;
- f) Roof and penthouse plans;
- g) Core and shell details and building wall sections;
- h) Finish plans and finish schedules for common areas;
- i) Schedules for base building doors, hardware and fixtures;
- j) Reflected ceiling plans of common areas;
- k) Power and communication (outlet) plans for common areas;
- l) Code required signage standards;
- m) Project Manual, including General and Supplementary Conditions, General Requirements, and Technical Specifications;
- n) Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering and other consultants.

B.1.3 Phase Three - Implementation

B.1.3.1 Bidding and Negotiation. N/A

B.1.3.1.1 Fast Track. Gensler's standard practice requires the completion of the Construction Documents prior to bidding/awarding contracts to construct the project. If Client awards a



construction contract for the Project or portions of the Project prior to completion of the Construction Documents, and/or if Client requests Gensler to issue separate Construction Documents packages for portions of the Project, Gensler will be entitled to compensation for Additional Services.

B.1.3.2 Permit Applications. Gensler will assist Client in connection with filing documents required by governmental authorities having jurisdiction over the Project, as it relates to the issuance of a general building permit. Gensler will include one (1) review of the documents with the governmental authority. Client will be responsible for payment of all application fees and other expenses relating to the permit process.

B.1.3.3 Construction Administration. Gensler will assist Client with Construction Administration. Gensler's Construction Administration services will begin with the award of the Construction Contract and end thirty (30) days after the scheduled date for Substantial Completion (per Section A.3 or any other mutually agreed Project Schedule) or when Gensler signs the Contractor's final payment application, whichever occurs first. Gensler will provide Construction Administration services as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, and mutually agreed upon Supplementary Conditions which Gensler will incorporate in the Project Manual, and all defined terms in this section shall have the same meaning as those in the General and Supplementary Conditions. If Client and Contractor modify the General and Supplementary Conditions, those modifications will not affect Gensler's services under this Agreement unless Client and Gensler agree mutually to amend this Agreement.

Client acknowledges that it is standard industry practice to include Construction Administration services in the architect's scope of services throughout the construction phase of the project. The architect's participation in Construction Administration provides it an opportunity to identify, clarify and/or correct misinterpretations of the Drawings and specifications. The exclusion of the architect during this phase raises numerous risks, most notably that misinterpretations and miscommunications related to Drawings and Specifications will occur. Nonetheless, on this Project, Gensler's involvement during the extended construction period will be minimal, per Client's request. Specifically, only the construction phase services described below will be performed under Gensler's contract. As such, Gensler will not be responsible for any misinterpretations and miscommunications related to the Drawings and Specifications.

B.1.3.3.1 Pre-Construction Conference. Gensler will attend a pre-construction conference with the Project Team (Client, Contractor, Gensler, and each of their key subconsultants and subcontractors) to discuss the operational aspects of the Project, including the Construction Administration procedures.

B.1.3.3.2 Progress Meetings and Site Visits. Gensler will visit the Project site during construction to attend progress meetings and to walk through the Project as often as is appropriate, in Gensler's professional judgment, to become generally familiar with the progress and quality of the Work, and to determine whether the Work is in general conformance with the aesthetic design intent. Gensler's fee for Basic Services includes six (6) site visits (*i.e.*, combined progress meeting and site walkthrough) during active construction. If Gensler observes Work that does not conform to the Construction Documents, Gensler will recommend that Client reject it. Gensler will also recommend inspection or testing of the Work if Gensler believes it is appropriate.



B.1.3.3.3 Communications during Construction. Client and Contractor will communicate with each other, and with Gensler's consultants, through Gensler. Gensler will maintain logs of documents received, reviewed, and/or issued by Gensler.

B.1.3.3.4 Requests for Information. Upon Client's or Contractor's request for information, Gensler will provide written or graphic interpretations and clarifications of the Construction Documents.

B.1.3.3.5 Bulletins. Gensler will use its Bulletin form to: a) authorize minor changes in the Work; b) issue supplemental instructions related to the Work; c) confirm Field Orders; and d) request proposals for changes in the Work.

B.1.3.3.6 Submittals. Gensler will review and take appropriate action on Samples, Product Data, Shop Drawings, and other submittals that the Construction Documents require Contractor to submit ("Submittals"), to determine whether those items and Contractor's proposed methods of fabrication are generally consistent with the aesthetic design intent. Gensler will conduct up to two (2) reviews of any Submittal as a Basic Service.

B.1.3.3.7 Changes. Gensler will assist Client in reviewing Change Order proposals submitted by Contractor and in issuing Change Order Directives requested by Client.

B.1.3.3.8 Contractor's Payment Applications. N/A

B.1.3.3.9 Substantial Completion. Upon receipt of Contractor's written representation that the Work is substantially complete, along with Contractor's punch list of items to be completed or corrected, Gensler will conduct one field review to observe whether the Work is substantially complete. When Gensler determines that the Work is substantially complete, Gensler will issue the Certificate of Substantial Completion.

B.1.3.3.10 Final Completion and Project Close-Out. No later than thirty (30) days following Substantial Completion, upon Contractor's and Client's request, Gensler will conduct one field review to observe Contractor's completed punch list items. When Gensler believes that the Work has been sufficiently completed per the Construction Documents, Gensler will approve Contractor's final payment application.

B.2 CAD Format and Standards. Gensler and its consultants will use Revit and Gensler's CAD Standards. At the completion of the Project, Gensler will deliver electronic files of Gensler's Construction Documents and Bulletins. Gensler will translate CAD files provided by Client and/or Client's consultants as an Additional Service.

B.3 Optional/Additional Services. Gensler will provide services beyond the Basic Services described in Section B.1 ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to: value engineering; models or renderings; Client-requested revisions that are inconsistent with prior approvals or instructions; any modification of



building areas beyond Client's leased space (e.g., elevator lobbies and bathrooms on multi-tenant floors, building lobby, security turnstiles, core facilities, loading dock, stairs, elevators, etc.); signage and wayfinding; review of as-built record drawings; incorporation of contractor's as-built mark-ups into Gensler's CAD file; move coordination services; out of sequence services or preparing documentation for alternative, fast track, separate or sequential bids, phasing and swing space; increase in duration of services; professional services made necessary due to the contractor's improper performance of the Work; modifications to previously approved drawings and specifications due to a change in applicable federal, state or local laws or regulations, or their interpretation by the Authority Having Jurisdiction; more than one site visit each to determine substantial or final completion; demobilization and remobilization of Project team due to Project suspension or delay for reasons beyond Gensler's control.

Gensler will provide services not currently included in this proposal, beyond Basic Services ("Additional Services") if requested in writing by Client and confirmed in writing by Gensler. Additional Services shall include, but not be limited to:

1. Tornado Shelter design services
2. Increase to current plumbing fixture counts of toilets,
3. Change to accessibility of site, building, restrooms, or spaces not included in scope
4. Cost estimating
5. Hazardous materials testing or abatement
6. FF&E procurement, moving, or relocation services
7. Interior landscaping consulting
8. Payment or estimation of permit costs
9. Code analysis of areas not in scope
10. FF&E bidding
11. FF&E space planning
12. FF&E procurement packages
13. Survey and/or evaluation of existing FF&E
14. Evaluation of the qualifications of bidders or persons providing proposals
15. Design or survey of work not included in scope due to Contractor or Client damage or re-use
16. Renderings or physical models
17. LEED Certification services
18. WELL Certification services
19. Procurement, coordination or oversight of art installations
20. Design of rain water harvesting system
21. Design of solar energy collection system
22. Design of means & methods storm water conveyance during remodel
23. On site wind generation system
24. Structural design of utility vaults for water meters or electrical transformers
25. Boundary Surveys
26. Subsurface utility investigation
27. Roofing, waterproofing of existing building
28. Review of shop and erection drawings of materials used in construction means & methods such as formwork, shoring, and bracing



29. Fast track production of architectural or structural drawings and/or specifications ahead of mechanical, electrical, and plumbing
30. Development of Revit model beyond AIA E202 LOD 300
31. Site lighting
32. Data center design
33. Threat assessment
34. Navisworks/similar program clash detection and reporting
35. Network electronics selection – Client to provide quantity and model of equipment
36. Below grade vaults
37. Code required and non-code required signage
38. Preparation of design and/or relocation, specifications and details of underground fuel storage tanks, site electrical, site lighting, fiber optic, telephone, cable, natural gas, landscape plantings and irrigation systems and MEP thermal systems
39. Provide coordination between building MEP needs and the City of McKinney for test flow data, fire flow demands, and sanitary discharge requirements to identify utility service upgrades for utility plan submission
40. Design of sanitary sewer and/or storm drainage lift stations or sumps, including pumps and appurtenances
41. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) meeting the requirements of TPDES General Permit No. TX150000 and the local governing agency
42. Storm water detention design or analysis
43. Stream hydrologic and hydraulic studies with computations for analyzing and determination of flood plains and channel improvements
44. Platting, boundary, ALTA, deed and utility research, easement documents, tree survey or as-built survey for the site including Subsurface Utility Engineering (SUE) to determine the location of existing utilities. Update of survey of improvements after initial survey has been performed. It is our understanding that this information will be provided by JQ to others unless provided by JQ.
45. Preparation and submittal of separate engineering plans to regulatory agency as required
46. Changes to the design documents required as result of damage done to existing (utilities, pavement, flatwork, storm water management BMPs, etc.) by the Contractor or Client
47. Printing for submittals for Client approval or bidding
48. Preparation of reports, permit applications and processing of permits for obtaining approvals. This includes permitting through local City and/or County agencies, State agencies (TCEQ), and federal agencies (i.e., FEMA-Flood Plain Letter of Map Amendment (LOMA))

C. SCOPE OF SERVICES PROVIDED BY CLIENT

C.1 Services Provided By Client or Others. The following services may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Consulting services, including: acoustic, geotechnical, hazardous materials testing or abatement, cost estimating, traffic, electronic and computer equipment, and graphics/signage, landscape services;
- b) Design-build services.



C.2 Information Provided By Client or Others. The following information may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Legal description of the property; the name/address of the property owner; and the name/address of any construction lender(s);
- b) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated;
- c) Structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Gensler.

C.3 Client's Requirements of Contractor. Client will, through the Construction Contract, require Contractor to:

- a) Provide access to the Work;
- b) Provide a Submittal Schedule for Gensler's approval and provide required Submittals in accordance with the Schedule;
- c) Review Submittals, identifying any changes, and approve before submitting to Gensler;
- d) Be responsible for the technical adequacy and accuracy, installation, and performance of any Project elements for which Gensler may specify performance requirements;
- e) Follow proper procedures for requests for substitutions;
- e) Maintain logs of all documents issued to and received from all other parties;
- f) Provide required certificates or statements of performance characteristics;
- g) Complete punch list items within thirty (30) days of Substantial Completion;
- h) Provide to Client as-constructed record drawings, maintenance manuals, written warranties, and related documents within thirty (30) days of Substantial Completion;
- i) Maintain job site safety on the Project;
- k) Cause Gensler and Gensler's consultants to be named as Additional Insureds on any property insurance purchased for the period of construction of the Project and on Contractor's General Liability Policy (using form CG 2026, CG 2032, or equivalent); such insurance will be endorsed to provide a waiver of the insurers' rights of subrogation against Gensler and Gensler's consultants.

D. COMPENSATION



Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

D.1 Basic Services. Compensation for Basic Services will be the lump sum of One-Hundred Eighty-Nine Thousand Eight-Hundred One dollars (\$189,801.00).

Breakdown:

| | |
|---|--------------|
| MEP/Fire Protection/AV/Technology | \$ 27,880.00 |
| Topographic & Improvement Survey | \$ 2,000.00 |
| Site Plan Submittal | \$ 3,750.00 |
| Civil CD Services | \$ 5,500.00 |
| Civil CA Services | \$ 1,500.00 |
| Civil Reimbursable | \$ 750.00 |
| Structural Engineering | \$ 12,500.00 |
| Architectural Background Production/Site Verification | \$ 13,030.00 |
| Architectural DD Phase | \$ 18,870.00 |
| Architectural DD Confirmation | \$ 6,915.00 |
| Architectural CD Phase | \$ 27,805.00 |
| Architectural CD QA/QC and Permit Submit | \$ 18,710.00 |
| Architectural CA Phase | \$ 49,091.00 |
| Architectural Reimbursable | \$ 1,500.00 |
| Total Fees | \$189,801.00 |

These fees include services to add an approximate 300 locker count expansion to the building's west façade.

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates.

D.3 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- a) Reproduction, shipping, handling, and delivery.
- b) Mileage, tolls, cab fares, and parking.
- c) Renderings, models, mock-ups, and photography.
- d) Authorized out-of-town travel, including travel time and reasonable living expenses.
- e) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

Lump Sum Compensation assumes \$2,250.00 in reimbursable expenses. Should this amount not be sufficient, additional amounts will be considered on a case-by-case basis and shall be approved in writing by Client prior to incurring the expenses.



D.4 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

E. AGREEMENT AND ACCEPTANCE

E.1 Agreement. This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement (Attachment C);
- c) The attached Standard Terms and Conditions (*April, 2018*);
- d) Exhibits referenced in this Letter of Agreement.
 - a. Exhibit A Scope Plans – Excluded areas include existing site, building perimeter (minus west façade entry vestibule), and all interior spaces highlighted blue
 - b. Exhibit B Schedule

Where a portion of one document is amended by another of higher precedence, all unmodified portions will remain in effect. The terms and conditions of this Agreement, the STC and any Work Authorization hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Client forms (including, without limitation, terms on purchase orders) will be binding on the parties.

E.2 Effective Date. The effective date of this Agreement is 6/19/2018.

By Gensler

By Client

Zach Edwards, AIA

(Printed Name of Signatory)

By _____
(Signature)

By _____
(Signature)

Principal, _____
(Title) (Date)

(Title) (Date)

STATEMENT OF JURISDICTION. The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

cc: Project File
Accounting File
Zach Edwards, AIA