

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the      day of January    in the year 2016  
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

City of McKinney  
1550 D South College  
McKinney, Texas 75069  
Telephone Number: (972) 547-7480  
Fax Number: (972) 547-7487

and the Architect:  
(*Name, legal status, address and other information*)

Brinkley Sargent Wington Architects, Inc.  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254  
Telephone Number: (972) 960-9970  
Fax Number: (972) 960-9751

for the following Project:  
(*Name, location and detailed description*)

McKinney Public Safety Building Master Planning and New Support Building  
2200 Taylor Burk Drive  
McKinney, Texas 75071

Reference Exhibits A, B & C for detailed description.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1

Reference Exhibits B, C & D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

October 2016

.2 Substantial Completion date:

June 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)* Reference Contract Addendum – Paragraph 6

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

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### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the

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Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

*(Paragraph deleted)*

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

*(Paragraph deleted)*

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

*(Paragraph deleted)*

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 COMPETITIVE BIDDING**

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 NEGOTIATED PROPOSALS**

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the

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provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)* Reference Contract Addendum – Paragraph 37 & 68.

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		

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§ 4.1.16	Post occupancy evaluation	
§ 4.1.17	Facility Support Services (B210™_2007)	
§ 4.1.18	Tenant-related services	
§ 4.1.19	Coordination of Owner's consultants	
§ 4.1.20	Telecommunications/data design	
§ 4.1.21	Security Evaluation and Planning (B206™_2007)	
§ 4.1.22	Commissioning (B211™_2007)	
§ 4.1.23	Extensive environmentally responsible design	
§ 4.1.24	LEED® Certification (B214™_2012)	
§ 4.1.25	Fast-track design services	
§ 4.1.26	Historic Preservation (B205™_2007)	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™_2007)	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 9 Evaluation of the qualifications of bidders or persons providing proposals;
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- 2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
  - .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

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method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

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that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Reference Contract Addendum – Paragraph 68

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Reference Contract Addendum - Paragraph 68

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Reference Contract Addendum - Paragraph 68

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus , or as otherwise stated below:

Reference Contract Addendum - Paragraph 68

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Reference Contract Addendum – Paragraph 73

Schematic Design Phase	percent (	%)
------------------------	-----------	----

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Design Development Phase	percent (	%)
Construction	percent (	%)
Bidding or Negotiation Phase	percent (	%)
Construction Administration	percent (	%)
Total Basic Compensation		one hundred percent ( 100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reference Contract Addendum

**Employee or Category** **Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10% of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Prevailing Legal Rate

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Reference Contract Addendum

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Contract Addendum
- .3 Exhibit A – Master Planning Services
- .4 Exhibit B – List of Support Building Programmatic Spaces
- .5 Exhibit C – Existing Public Safety Building Site Plan
- .6 Exhibit D – Project Schedule
- .7 Exhibit E – Project Budget
- .8 Exhibit F – Fee Cost Analysis
- .9 Exhibit G – Civil Engineering Proposal
- .10 Exhibit H – Technology Services Proposal
- .11 Exhibit J – MEP Master Planning Services
- .12 Exhibit K - MEP Engineering and Commissioning Proposal
- .13 Exhibit L – Structural Engineering Proposal

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Thomas Muehlenbeck, Interim City Manager

(Printed name and title)

ARCHITECT

(Signature)

Harold E. Sargent, AIA, President

(Printed name and title)

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AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the        day of January in the year 2016

...

City of McKinney  
1550 D South College  
McKinney, Texas 75069  
Telephone Number: (972) 547-7480  
Fax Number: (972) 547-7487

...

Brinkley Sargent Wington Architects, Inc.  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254  
Telephone Number: (972) 960-9970  
Fax Number: (972) 960-9751

...

*(Name, location and detailed description)*

McKinney Public Safety Building Master Planning and New Support Building  
2200 Taylor Burk Drive  
McKinney, Texas 75071

Reference Exhibits A, B & C for detailed description.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:  
(~~Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 1.3.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.~~)

Reference Exhibits B, C & D.

...

October 2016

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User Notes: (1114009162)

June 2017

PAGE 3

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)* Reference Contract Addendum – Paragraph 6

X

PAGE 4

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work:~~

PAGE 5

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work:~~

PAGE 8

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)* Reference Contract Addendum – Paragraph 37 & 68.

§ 4.1.1	Programming (B202IM_2009)	
§ 4.1.6	Building Information Modeling (E202IM_2008)	
§ 4.1.12	On-site Project Representation (B207IM_2008)	

PAGE 13

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the~~

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(1114009162)



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Reference Contract Addendum

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~---~~) 10% of the expenses incurred.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

**PAGE 17**

%--Prevailing Legal Rate

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Reference Contract Addendum

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- .2 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following: Contract Addendum
- .3 Exhibit A – Master Planning Services
- .4 Exhibit B – List of Support Building Programmatic Spaces
- .5 Exhibit C – Existing Public Safety Building Site Plan
- .6 Exhibit D – Project Schedule
- .7 Exhibit E – Project Budget
- .8 Exhibit F – Fee Cost Analysis
- .9 Exhibit G – Civil Engineering Proposal
- .10 Exhibit H – Technology Services Proposal
- .3 Other documents: 11 Exhibit J – MEP Master Planning Services  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.) 12 Exhibit K – MEP Engineering and Commissioning Proposal
- .13 Exhibit L – Structural Engineering Proposal

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Thomas Muehlenbeck, Interim City Manager

Harold E. Sargent, AIA, President

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(1114009162)

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Harold E. Sargent, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:21:32 on 12/16/2015 under Order No. 6052841166\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

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EXHIBIT A

CITY OF MCKINNEY, TEXAS  
PUBLIC SAFETY FACILITY

MASTER PLANNING SERVICES

**1. SCOPE OF SERVICES**

The scope of services to be performed by the ARCHITECT shall be as follows:

**1.1 Approach to Project**

The general approach to the project will be to involve all stakeholders & designated public groups in the process. This includes dialogue during the needs assessment process, as well as recommendations coming out of the process. The process will be one of reviewing existing conditions, programming for future needs, and giving direction on how best the CITY can develop the PROJECT to meet future needs.

**1.2 Detailed Scope of Services**

**Phase One**

- A. Needs assessment establishing current and 20 year space requirements for the Public Safety Building.
- B. Develop site requirements for the Public Safety Building.
- C. Develop parking required for growth.
- D. Develop CAD drawings of existing buildings from CITY provided documents.

**Phase Two**

- A. Review existing building and site to develop a master plan to satisfy Phase 1 needs.
- B. Scope will include conceptual (bubble) floor plans and site plan.

**Phase Three**

- A. Develop complete budget utilizing ARCHITECT unit cost.
- B. MEP Masterplan analysis included in pricing.

**Phase Four**

- A. ARCHITECT will develop a 3D Site Fly Through Video for purposes of showing new additions as well as existing structures on site.

**Phase Five**

- A. ARCHITECT will present masterplan to CITY Council.

**2. STUDY ASSUMPTION**

- A. CITY will provide as-built drawings of existing building and site for ARCHITECT conversion to CAD.
- B. Final needs report will be limited to documents required to meet Phase 2-5 needs. Report will not include full narrative of decisions/process.

**3. CITY'S RESPONSIBILITIES**

So as not to delay the services of ARCHITECT, the CITY shall do the following in a timely manner:

**3.1 Provide Existing Data**

- 1. Organizational chart of all study departments.
- 2. Count of CITY vehicles.
- 3. Complete department survey forms to be provided by ARCHITECT.
- 4. Existing building drawings.

Existing data delivered to the ARCHITECT by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

**3.2 Provide Access**

Arrange for reasonable access to and make all reasonable provisions for, ARCHITECT or ARCHITECT'S Sub-consultants to perform services under this AGREEMENT.

**4. Completion of Services**

ARCHITECT'S services under each item of the Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CITY.

**4.1 Changes**

If the CITY requests significant modifications or changes in the Scope of Services, extent or character of the PROJECT, the time of performance of ARCHITECT'S services, the various rates of compensation and schedule shall be adjusted equitably.

**5. Payment for Services**

**5.1. Terms**

Terms used in describing the applicable method of payment for services provided by the ARCHITECT shall have the meaning indicated below:

**5.2 Basis and Amount of Compensation for Master Planning Services**

A. Fees & are based upon the following number of project meetings:

Phase 1	4 Meetings
Phase 2, 3 & 4	3 Meeting
Phase 5	1 Meeting
Total Meetings	8 Meetings

Phase 1	\$ 32,000
Phase 2	\$ 11,000
Phase 3	\$ 8,000
Phase 4	\$ 3,000
Phase 5	\$ 1,000
Subtotal	\$ 55,000

**B. Professional Fees**

**Architectural:**

**MEP Engineering**

Phase 3	\$ 6,000
<b>Total Fees</b>	<b>\$ 61,000</b>

**5.2.2 Additional Services**

Additional services not covered under the Scope of Services, will be provided to the CITY as a lump sum fee based upon a defined scope of work

**5.4 Basis and Amount of Compensation for Additional Services**

Additional scope to be defined and a fixed fee developed for that scope.

**5.5 Partial Payments for Services**

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services and Reimbursable Expenses. These statements shall be prepared by the ARCHITECT and approved by the CITY.



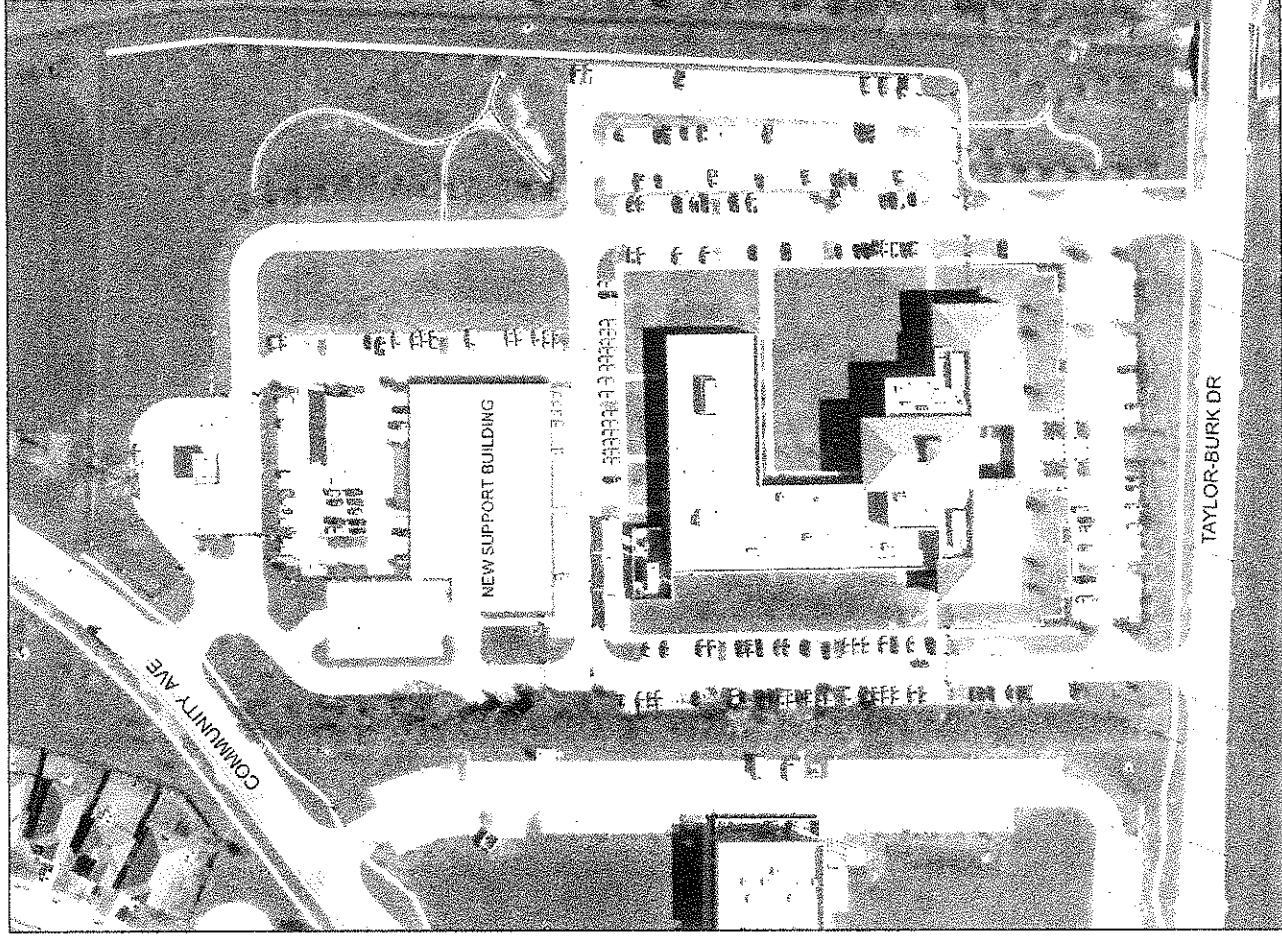
## EXHIBIT B

### CITY OF MCKINNEY - PUBLIC SAFETY BUILDING PROGRAM SPACES

- A separate out building to house:
  - Public Lobby
  - Multiple individual offices
  - Restrooms and break room
  - Loading/unloading dock
  - Mechanical and support areas
  - Storage room for facility attic stock
  - Large warehouse / storage with racks for FD
  - Separate warehouse / storage area for FD including:
    - Evidence storage for arson investigations with significant ventilation
    - Quartermaster area for uniforms and gear
  - Large property room / warehouse storage with racks for PD including:
    - Drug storage room with significant ventilation
    - Gun storage room for both long guns and hand guns
    - Packaging area for property
  - Indoor large vehicle inspection bays for PD
  - Crime lab and bullpen office area for crime for PD
  - Separate warehouse / storage area for PD including:
    - Vehicle equipment, flares, gun racks, etc.
    - Ammo storage room
  - Temp canine kennel
- Site work required including landscaping, fencing and lighting
- Site utilities-water, sanitary, storm sewer and detention, electrical, gas and telecommunications
- Driveways and parking lots

EXHIBIT C

OVERALL SITE PLAN  
EXISTING PUBLIC SAFETY FACILITY



# EXHIBIT D

City of Quincy  
Public Safety Building  
Project Schedule  
January 2016

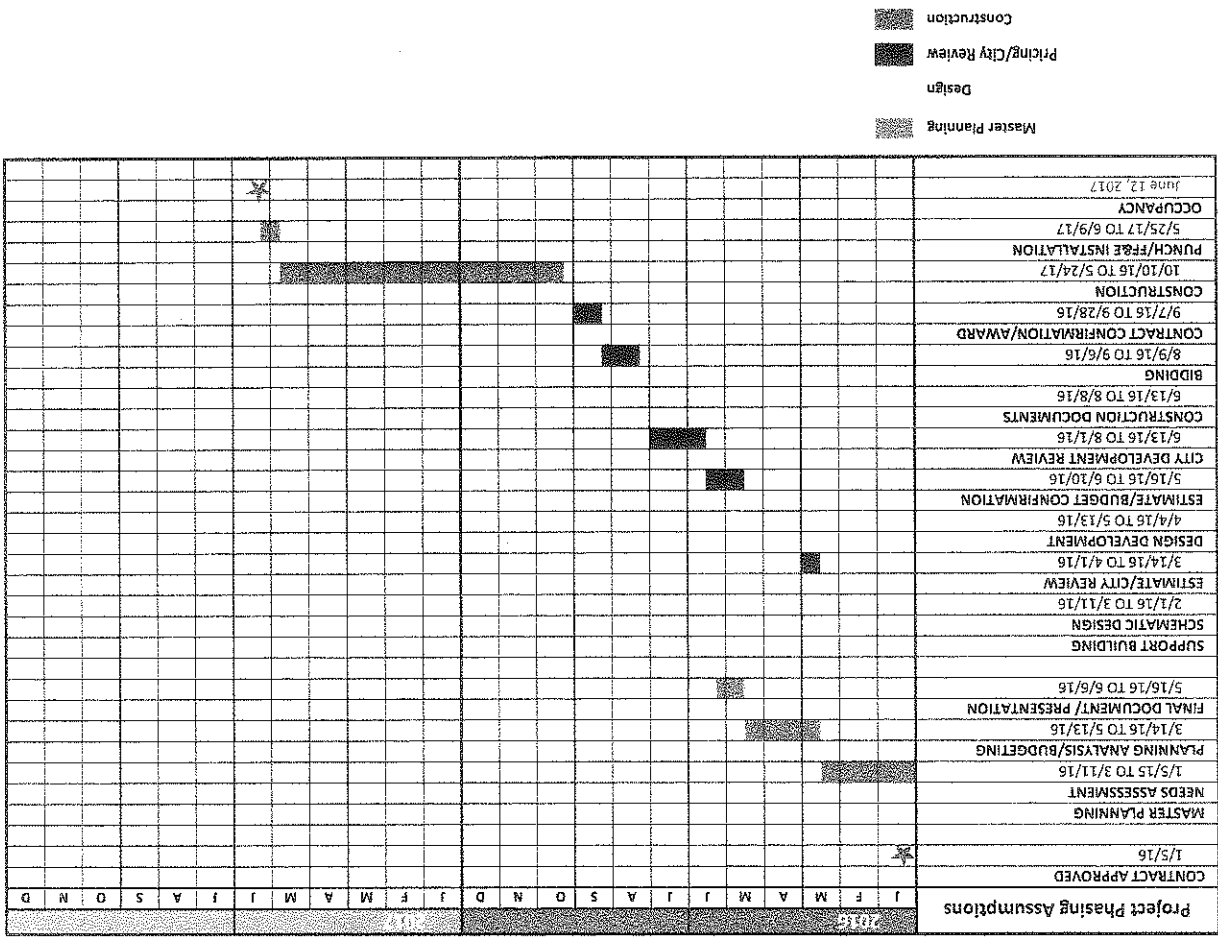


EXHIBIT E  
 City of McKinney  
 Public Safety Building  
 Project Budget  
 December 14, 2015

<b>Testing Services</b>			
Geotech Services	10,000		
Construction Materials	48,000		
<b>Total</b>	<u>58,000</u>		
<b>Construction</b>			
Support Buildings	4,601,800	Note B	
Emergency Generator	50,000		
Site Development/Foundations	800,000	Note C	
Site Utilities/Fiber	0	Note H	
Landscape	10,000		
AV Equipment	0	Note H	
Contingency	436,944	Note D	
<b>Sub-Total</b>	<u>5,898,744</u>	Note J	
Escalation	637,064	Note E	
<b>Total Construction Cost</b>	<u>6,535,808</u>	Note A	
<b>FF&amp;E</b>			
Furniture	100,000		
<b>Total</b>	<u>100,000</u>		
<b>City Budgets</b>			
CMAR Predisign Services	6,000		
Telephone	0	Note H	
City Computers	0	Note H	
Moving Costs	0	Note H	
As-Built Survey	3,500		
Owner Contingency	28,567	Note F	
<b>Total</b>	<u>38,067</u>		
<b>Professional Services</b>			
Masterplanning	61,000		
Basic A/E Services	518,000		
Commissioning	18,000		
Civil Engineering (On-Site)	22,000		
Civil Engineering (Off-Site)	0	Note H	
Civil Engineering - Site Retention	0	Note H	
TAS Consulting	2,625		
Landscape Design	1,500		
Cost Estimating	0	Note G	
Technology/Security	28,000		
Interiors	12,000		
As-Built Documents/CAD Drawings	6,000		
Reimbursable Costs	10,000		
<b>Total</b>	<u>679,125</u>		
<b>Total Project Cost</b>	<u>7,411,000</u>	Note K	

**Budget Notes**

- Note A: Project Schedule
- |                    |         |
|--------------------|---------|
| Schematic Start    | 2/1/16  |
| Bidding            | 9/5/16  |
| Construction Start | 9/19/16 |
| Occupancy          | 5/24/17 |
- Note B: 26,600 s.f. @ \$173/s.f.
- Note C: Site Development  
40,000 s.f. @ \$20/s.f. (slab on grade)
- Note D: 8% of construction cost
- Note E: Escalation (10.8%)  
2015 5.25% Cost 3/15  
2016 5.25% Bid 9/16
- Note F: Balance of available funds
- Note G: By CMAR
- Note H: Not part of this budget
- Note J: Base cost 3/2015
- Note K: Base budget \$7,350,000 plus \$61,000 masterplanning funding from separate source

**EXHIBIT F  
City of McKinney**

*Public Safety Building Master Planning and New Support Building*

Fee Cost Synopsis

	Project Manager		Project Architect		Project Designer		Architectural Designer		Architectural Designer		Quality Control/ Specifications Principal		Construction Administration		Administration		Total	
	Rate \$250.00		Rate \$210.00		Rate \$135.00		Rate \$80.00		Rate \$80.00		Rate \$250.00		Rate \$130.00		Rate \$75.00			
	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount		
<b>BSW Architects</b>																		
<u>Task One - Meetings</u>	40	10,000.00	88	18,480.00	0	-	45	3,600.00	0	-	0	-	105	13,650.00	0	-		45,730.00
<u>Task Two - Schematic Design</u>	25	6,250.00	90	18,900.00	90	12,150.00	180	14,400.00	0	-	0	-	0	-	0	-		51,700.00
<u>Task Three - Design Development</u>	30	7,500.00	88	18,480.00	40	5,400.00	220	17,600.00	120	9,600.00	12	3,000.00	0	-	0	-		61,580.00
<u>Task Four - GMP Pricing</u>	32	8,000.00	48	10,080.00	0	-	32	2,560.00	10	800.00	8	2,000.00	0	-	0	-		23,440.00
<u>Task Five - Contract Documents</u>	10	2,500.00	154	32,340.00	0	-	240	19,200.00	160	12,800.00	32	8,000.00	0	-	29	2,175.00		77,015.00
<u>Task Six - Bidding/Negotiations</u>	16	4,000.00	20	4,200.00	0	-	16	1,280.00	0	-	16	4,000.00	0	-	0	-		13,480.00
<u>Task Seven - Construction Administration</u>	59	14,750.00	190	39,900.00	0	-	79	6,320.00	60	4,800.00	42	10,500.00	382	49,660.00	31	2,325.00		128,255.00
<b>Grand Total of Hours/Rates</b>	212	53,000.00	678	142,380.00	130	17,550.00	812	64,960.00	350	28,000.00	110	27,500.00	487	63,310.00	60	4,500.00		401,200.00

FEES COST SUMMARY

Brinkley Sargent Wiginton Architects  
L. A. Fuess Engineers (Structure)  
M-E Engineers (MEP)  
**Total Fee**

Fees	
	401,200
	52,000
	64,800
	<b>518,000</b>



December 2, 2015  
PK No: 3698-0100

Mr. Harold E. Sargent, AIA  
President & CEO  
BRINKLEY SARGENT WIGINTON ARCHITECTS  
5000 Quorum, Suite 600  
Dallas, Texas 75254

Re: Professional Civil Engineering and Landscape Architecture Services  
**CITY OF MCKINNEY PUBLIC SAFETY BUILDING**  
Support Building Expansion  
McKinney, Collin County, Texas

Dear Mr. Sargent:

Pacheco Koch, LLC is please to submit this proposal to provide professional civil engineering and landscape architecture services relating to the referenced project. It is our understanding the project will consist of a new 25,000 S.F. support building, an expansion to the City of McKinney Public Safety Building, which is located at 2200 Taylor Burk Drive, in McKinney, Texas. The conceptual site plan proposed for the site is attached as Exhibit "A."

It is our understanding that, prior to beginning work, Pacheco Koch will be provided a current comprehensive Boundary & Topographic Survey of the site to be utilized in preparation of the site development plans. The survey will be provided in an AutoCAD compatible format. Pacheco Koch will be entitled to rely on this survey as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on said survey.

**SCOPE OF SERVICES**

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

**Planning Services**

REVIEW/CONVERSION OF SURVEY INFORMATION PROVIDED BY OTHERS: Pacheco Koch will review an on the ground survey of the property prepared by others ~~and provided by Brinkley-Sargent-Wiginton-Architects~~. The survey should include those items listed on the attached Exhibit "B". If possible, the surveyor who prepared the drawing should complete the enclosed Boundary & Topographic Survey Checklist. A copy should be returned to Pacheco Koch at the time the survey is provided for review. If required pursuant to a review of the survey, Pacheco Koch will prepare a letter of review comments, based upon those items listed on the attached Exhibit "B", and will submit this letter to Brinkley Sargent Wiginton Architects to obtain necessary survey revisions or additional information. Included in this item are two (2) reviews of the survey with the purpose of the second review being to verify that the comments and any additional information required have been addressed. Any survey revisions and/or subsequent reviews shall be made on an hourly rate basis. Any information, such as existing utility plans, not available through the independent surveyor and required for civil design, will be obtained by Pacheco Koch and compensated on an hourly rate basis. Also included in this item is the conversion of supplied digital information to standard Pacheco Koch CAD layering format.

Engineering Services

DIMENSIONAL CONTROL PLAN: Based on an Owner-approved Site Plan provided by the Architect, Pacheco Koch will prepare a detailed site horizontal Dimensional Control Plan which will define drives, parking spaces, building location, and landscape areas in relation to existing and proposed property boundary lines. This item is meant to be a tool for the Contractor to lay out the site during construction and is not meant to be a "Site Plan" for City review/approval purpose. The site boundary information will be based on the Boundary Survey described above.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

SITE PAVING PLAN: Pacheco Koch will prepare construction plans and details for site paving, sidewalks and drive approaches. Paving section designs are to be based on recommendations included in a current Geotechnical Report to be provided by the Owner.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Design of any off-site paving improvements, street extensions or widening.
- Design and detailing of other site improvements including, screening walls, light pole bases, transformer or generator pads, decorative hardscape features, pavers, and site signage.
- Detailed layout of hardscape areas including scoring patterns. It is our understanding the design of these items will be shown on the Landscape and / or Architectural plans.

GRADING & DRAINAGE PLAN: Pacheco Koch will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, and proposed finished floor elevations.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define storm water discharges and proposed drainage patterns for the site.
- Design of on-site storm sewer.

*Not included in this item:*

- Profiles for on-site storm sewer systems.
- Design of storm water detention facilities.
- Design of any off-site storm sewer or drainage improvements.
- Design of any underfloor drainage systems or grading
- Design of French drain systems around the building perimeters.

WATER & SANITARY SEWER PLAN: Pacheco Koch will prepare plans for on-site water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, meters, mains, and building services to serve the proposed development. These improvements will be designed from existing public mains located adjacent to the site to a point 5-feet outside the proposed building. The connection points will be coordinated with the MEP consultant or the Architect.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

*Not included in this item:*

- Design of any off-site water or sanitary sewer improvements or extensions.
- Profiles for on-site water and sanitary sewer systems.

PROJECT COORDINATION: Pacheco Koch will be available to attend up to five (5) project meetings (including conference calls) and to coordinate with the Owner, members of the Design Team, City Staff, the Contractor, etc.

CONSTRUCTION SPECIFICATIONS: For all improvements designed by Pacheco Koch, standard specifications for construction accepted by the City (i.e. Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments) will be referenced on the drawings with appropriate supplemental information. If requested, Pacheco Koch can provide separate specifications in standard CSI format for an additional fee.

#### **Landscape Architecture Services**

LANDSCAPE PLANTING PLANS: Pacheco Koch will provide a Landscape Planting Plan that consists of selection and location of ornamental plantings, street or site shade trees, turf, mulches and associated items.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- Schematic Design: One (1) schematic plan submittal for client review and coordination. One (1) image board depicting proposed plant materials and ornamental mulches/groundcovers.
- Design Development: Plans to include one (1) Planting Plan depicting locations of plants with associated notes, quantities and schedules. One (1) Planting Details Plan depicting soil preparation and amenities prepared as a part of this item.
- Construction Documents: Plans to include planting and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Planting Plans.
- Coordination with the Civil Engineer for any required grading of an ornamental nature to be included into the overall site grading plan.
- Coordination with the Architect in relation to required sleeves for draining enclosed or raised planting structures.
- Coordination with Structural Engineer related to allowable plantings and soil preparation adjacent to structural footings and slabs.

*Not included in this item:*

- Paving, structural planters, walls, furniture and other inorganic site elements.



LANDSCAPE IRRIGATION PLANS: Pacheco Koch will provide a modified Landscape Irrigation Plan that depicts proposed modifications to and/or expansion of an existing irrigation system to service plantings on the site as required.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Schematic Design: One (1) schematic plan submittal for client review and coordination. Plan will depict only location of water source, routing of main water service line, proposed irrigation type for each location (i.e. drip, spray, rotor, temporary) and list of proposed manufacturer.
- Construction Documents: Plans to include Irrigation Plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules, pipe sizing, notes and technical installation details. Technical specifications will be prepared for irrigation components.
- Coordination with the Civil Engineer to pass along requested tap location(s) and meter placement.
- Coordination with the Architect in relation to required sleeves for irrigation service access to enclosed or raised planting structures, or through walls and footings.
- Coordination with Structural Engineer related to allowable irrigation adjacent to structural footings and slabs.
- Coordination with the Civil Engineer to assure that sleeves for irrigation system are accounted for on the plans.
- Coordination with the Electrical Engineer to provide electrical service to the irrigation controller.

Not included in this item:

- Pump systems and filters required for use of non-potable water and storm water recapture. These services can be provided as a Special Service.

#### **Bid/Construction Phase Services**

BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

CONSTRUCTION ADMINISTRATION: Pacheco Koch will be available to attend up to four (4) project coordination meetings during construction. Meetings could include:

- Pre-Bid Conference
- Pre-Construction Conference
- Substantial Completion Walk-Through
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Pacheco Koch will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

DIRECT REIMBURSABLE EXPENSES: Included in this item are usual and customary expenses normally incurred during this type of project. These could include travel expenses, courier delivery charges, overnight delivery charges, copies of deeds, copies of existing plans and/or maps, photocopies, printing and reproduction (either in-house or by reproduction company). Application, review and filing fees are not included in this item.

**Engineering Special Services (If Requested)**

RECORD DRAWINGS: Based on project construction records, maintained and provided by the Contractor, Pacheco Koch will prepare final Record Drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is not included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Geotechnical investigation
2. Environmental investigation
3. Boundary and Topographic Survey
4. Wetlands determination and permitting
5. Retaining wall design
6. Design of screening walls, light pole bases, transformer or generator pads, decorative hardscape features, pavers and/or site signage.
7. Detailed layout of walks and hardscape areas, including scoring patterns.
8. Design of any underfloor drainage systems or grading.
9. Design of french drain systems around the building perimeters.
10. Site Lighting Plan
11. Signage Plan
12. Construction staking
13. Stormwater pollution prevention plan
14. Franchise utility coordination
15. Easement documents by separate instrument
16. Final plat
17. Stormwater detention design and analysis
18. Final site plan, city submittal or coordination
19. Landscape Bid/Construction Phase Services

**SCHEDULE**

Pacheco Koch acknowledges the importance to Brinkley Sargent Winton Architects of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. Brinkley Sargent Winton Architects understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

**COMPENSATION**

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, inclusive of direct reimbursable expenses, as follows:

<b>Planning Services</b>		
REVIEW/CONVERSION OF SURVEY INFORMATION		<u>\$ 2,500.00</u>
	<b>TOTAL</b>	<b>\$ 2,500.00</b>
<b>Engineering Services</b>		
SCHEMATIC DESIGN (30%)		\$ 5,400.00
DESIGN DEVELOPMENT (15%)		\$ 2,700.00
CONSTRUCTION DOCUMENTS (40%)		\$ 7,200.00
BID PHASE SERVICES (5%)		\$ 900.00
CONSTRUCTION ADMINISTRATION (10%)		<u>\$ 1,800.00</u>
	<b>TOTAL</b>	<b>\$ 18,000.00</b>
<b>Landscape Architecture Services</b>		
LANDSCAPE PLANTING PLANS		\$ 1,000.00
LANDSCAPE IRRIGATION PLANS		<u>\$ 500.00</u>
	<b>TOTAL</b>	<b>\$ 1,500.00</b>
<b>Engineering Special Services (If Requested)</b>	<i>O.K.</i>	
RECORD DRAWING	<del>FE</del>	<u>\$ 1,500.00</u>
	<b>TOTAL</b>	<b>\$ 1,500.00</b>

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

**SUMMARY**

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch, LLC on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

**Pacheco Koch, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.**

Sincerely,

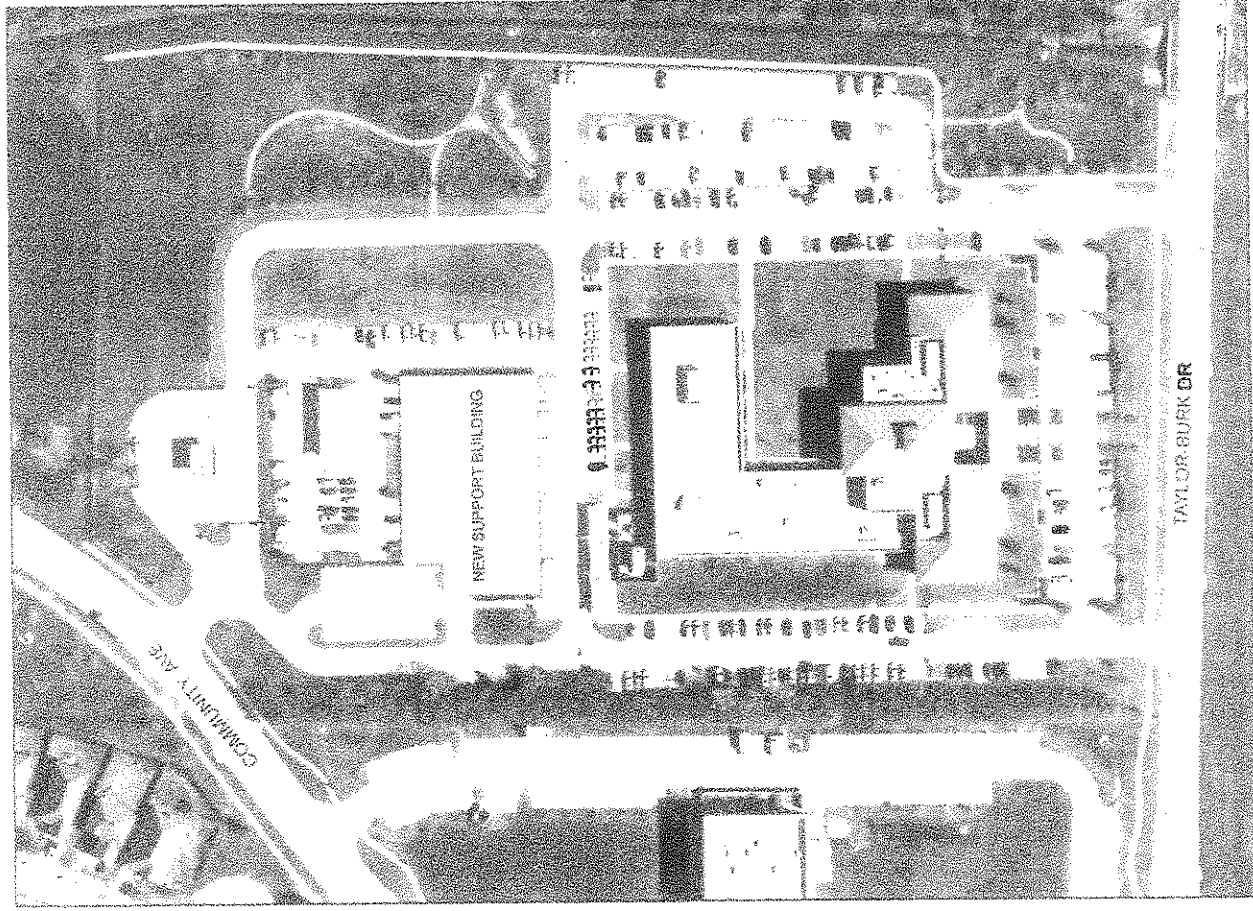


Mark A. Pacheco, P.E., R.P.L.S.

MAP/din  
01-14417

EXHIBIT A

OVERALL SITE PLAN  
EXISTING PUBLIC SAFETY FACILITY





**EXHIBIT "B"**  
**BOUNDARY & TOPOGRAPHIC SURVEY CHECKLIST**  
 (for surveys provided by others)

Item	Item Description	Surveyor Preparing Drawing	PK Project Manager
------	------------------	----------------------------	--------------------

Please check (✓) or mark "N/A" for each item listed below. Initials: \_\_\_\_\_

**GENERAL SHEET INFORMATION**

1	North Arrow		
2	Graphic Scale		
3	Location Map		
4	Legend		
5	List of Bench Marks		
6	Bearing System Note		
7	Survey Signature, Seal, Certificate & Date		

**BOUNDARY**

8	Boundary of tract established based on recorded deed or plat information		
9	Identification of boundary conflicts with adjoining tracts		
10	Identification of any significant differences between established boundary and deed or plat information		
11	Bearings and distances for all property lines (in clockwise direction)		
12	Property Line Curve Data		
13	Boundary Monumentation (set and found)		
14	Boundary Description		
15	Point of Beginning		
16	Point of Commencing		
17	Street names and Right-of-Way with recording information		
18	Subdivision name		
19	Owners of surrounding property		
20	Railroad Right-of-Way with recording information		
21	Tract & Block Numbers		
22	Lot Numbers		
23	Lot Dimensions		
24	Alley Width		
25	Location of easements and setback lines (type, width, recording information)		
26	Label Encroachments or Protrusions		
27	Provide ASCII file of survey points		

**UTILITIES**

28	Location of Visible Utilities and Appurtenances		
29	Identification, location, and sizes of all underground utilities (water, storm sewer, sanitary sewer, and franchise utilities) based on available record information, including sizes, type, direction of flow (where appropriate) and invert elevations of all flow lines at storm sewer and sanitary sewer structures and manholes		
30	Rim or Top Elevations of Manholes and/or Utility Structures		
31	Drainage Course		
32	Edge of Water		
33	Existing Power Poles, Light Standards, Overhead Cable		
34	Provide copies of utility record drawings		



Item	Item Description	Surveyor Preparing Drawing	PK Project Manager
Please check (✓) or mark "N/A" for each item listed below. Initials: _____			
<b>SITE INFORMATION</b>			
35	Location of all permanent improvements on the site		
36	Building, Dimension, Size, Type, Address		
37	Adjoining Buildings and Improvements		
38	Finish Floor Elevations		
39	Existing Pavement and Walks (type & width)		
40	Existing Fence Height (type & location)		
41	Identification of Pavement Materials and Limits of Pavement Types		
42	Locations and limits of designated flood plain or flood prone areas, if present, based on current FEMA map		
43	Spot Elevations on a 50-foot grid		
44	Top of Curb and Gutter Elevations for paving on, and adjacent to, the site		
45	Elevation contours on 1-foot intervals		
46	Locations, trunk and dripline (canopy) diameters, and common names of trees over 6-inches in caliper or outline of heavily wooded areas		
47	Parking Space Striping		
48	<b>IN-HOUSE USE ONLY</b>		
	PK No. _____		



**SCHEDULE OF STANDARD HOURLY BILLING RATES**

(Our hourly rates are subject to change at any time.)

**ENGINEERING**

**SURVEYING**

Principal.....	\$225.00/Hr.	Principal.....	\$225.00/Hr.
Associate Principal.....	\$190.00/Hr.	Associate Principal.....	\$190.00/Hr.
Senior Project Manager.....	\$140.00/Hr.	Senior Project Manager.....	\$140.00/Hr.
Senior Project Coordinator.....	\$140.00/Hr.	Senior Project Coordinator.....	\$140.00/Hr.
Project Manager.....	\$120.00/Hr.	Project Manager.....	\$120.00/Hr.
Project Coordinator.....	\$120.00/Hr.	Project Coordinator.....	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.	Project Surveyor.....	\$95.00/Hr.
Senior Technician.....	\$110.00/Hr.	Survey Intern.....	\$90.00/Hr.
Design Technician.....	\$80.00/Hr.	Senior Technician.....	\$90.00/Hr.
Technician.....	\$75.00/Hr.	Technician.....	\$75.00/Hr.
Research Manager.....	\$70.00/Hr.	Research Manager.....	\$70.00/Hr.
Technical Assistant.....	\$50.00/Hr.	Technical Assistant.....	\$50.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.	Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant.....	\$70.00/Hr.	Administrative Assistant.....	\$70.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.	Expert Witness Testimony.....	\$350.00/Hr.

**LANDSCAPE ARCHITECTURE**

Principal.....	\$225.00/Hr.	Survey Field Crew (1-person).....	\$95.00/Hr.
Associate Principal.....	\$190.00/Hr.	Survey Field Crew (2-person).....	\$135.00/Hr.
Senior Project Manager.....	\$140.00/Hr.	Survey Field Crew (3-person).....	\$195.00/Hr.
Project Manager.....	\$120.00/Hr.	Survey Field Crew (4-person).....	\$250.00/Hr.
Project Landscape Architect.....	\$95.00/Hr.		
Landscape Designer.....	\$75.00/Hr.		
Senior Administrative Assistant.....	\$80.00/Hr.		
Administrative Assistant.....	\$70.00/Hr.		
Expert Witness Testimony.....	\$350.00/Hr.		

rev. 05/2015





**STANDARD BILLING RATES FOR IN-HOUSE REIMBURSABLE CHARGES**  
(Rates are subject to change at any time.)

Reproduction:	
Black Line Bond Prints.....	\$ 0.50/sf
Black Line Vellum Prints.....	\$ 1.50/sf
Black Line Mylar Prints.....	\$ 2.00/sf
Color Bond Plots.....	\$ 3.00/sf
Color Prints (8 1/2" x 11").....	\$ 1.00/ea
Photocopies (8 1/2" x 11").....	\$ 0.10/ea
Monumentation (Materials Only):	
3" Aluminum Disks.....	\$25.00/ea
Mounting:	
Foam-core (3/16").....	\$4.00/sf
Binding Services:	
Punch & Bind.....	\$2.00/ea
Storage Media:	
CD.....	\$ 6.00/ea
Travel Expenses:	
Per Diem (Lodging/Meals).....	\$ 100.00/Day/Person

rev. 12/2012

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

City of McKinney Public Safety Building  
McKinney, Collin County, Texas  
PK No: 3698-0100

This Agreement is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as "PK") whose mailing address is 7557 Rambler Road, Suite 1400, Dallas, Texas 75231-2388, and Brinkley Sargent Wington Architects, (hereinafter referred to as "CLIENT"), whose mailing address is 5000 Quorum, Suite 600, Dallas, Texas 75254, and is subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated December 2, 2015, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PK.
- 1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not be unreasonable withheld.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, PK shall return to CLIENT a written change proposal setting forth an adjustment to the services and cost estimated by PK to represent the value of the requested changes. Following CLIENT's review of PK's change proposal, CLIENT shall execute said written proposal authorizing PK to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PK shall be compensated, in U.S. Dollars, in accordance with the aforesaid referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost times a multiplier of 1.16. <sup>PKS</sup>
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax. <sup>PKS</sup>
- 3.4 PK will submit an invoice to CLIENT at the end of each month, on a monthly rate basis or based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK. Payment shall be made by CLIENT within 30 days after receipt of the invoice. <sup>PKS AS PAYMENT BY CITY</sup>
- 3.5 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.6 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice. If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith. <sup>PKS</sup>
- 3.7 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days. <sup>PKS</sup>
- 3.8 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease work on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK to the extent of any claims for injury or loss stemming from cessation of services. In the event the project is restarted, CLIENT shall also pay the cost of restarting, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service. <sup>PKS</sup>

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PK in accordance with Article 2 of this Agreement. <sup>PKS</sup>
- 4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, PK shall be compensated for expenses incurred in the interim on a non-reimbursable basis. PK's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate this Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

- 5.1 CLIENT shall provide for PK's right to enter from time to time, property owned by CLIENT and/or others in order for PK to fulfill the scope of services included hereunder.

**ARTICLE 6 - INFORMATION PROVIDED BY OTHERS**

- 6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK, and agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to PK by CLIENT. ~~Further, CLIENT agrees to compensate PK for any time spent or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule and expert reimbursement policy.~~  
Subject to the standard of care set forth here within, PK and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.2

**ARTICLE 7 - CONSTRUCTION ACTIVITIES**

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PK shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 8 - CONFIDENTIALITY**

- 8.1 PK shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to PK in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of PK, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law or order of a court, administrative agency or other authority with proper jurisdiction. PK will notify CLIENT in writing immediately if information is requested under item (iii) above. PK shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE**

- 9.1 All reports, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by PK, as instruments of service shall remain the property of PK. PK shall retain these records for a period of five (5) years following completion of services, during which period they will be made available to CLIENT at all reasonable times.

**ARTICLE 10 - JURISDICTION**

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

**ARTICLE 11 - INDEMNITY**

- 11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomsoever asserted, including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by PK of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomsoever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to PK provided that (j) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**ARTICLE 12 - LIMITATION OF LIABILITY**

- 12.1 ~~CLIENT through its authorized representative, identified below, and PK have discussed their risks, rewards and benefits of the project and PK's total fee for services. Neither PK, nor their consultants, agents, or employees shall be jointly, severally or individually liable to CLIENT in excess of one hundred thousand (\$ 100,000.00) by any act of omission, including breach of contract or negligence, not amounting to willful or intentional wrong.~~

12.2 If, due to PK's error, any required item or component of the project is omitted from the construction documents, PK's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will PK be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

12.3 CLIENT and PK mutually agree that PK's liability to CLIENT for all causes shall be limited to the proceeds from any insurance available to PK.

**ARTICLE 13 - FIDUCIARY RESPONSIBILITY**

13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK's entering into this Agreement with the CLIENT.

13.2 If this Agreement is subcontracted to CLIENT's agreement with OWNER, CLIENT also confirms that neither PK nor any of PK's subconsultants owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration of the Consultant's agreement with OWNER, recognize this provision in CLIENT's agreement with OWNER. If performance of the services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

**ARTICLE 14 - INSURANCE**

14.1 PK represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current PK Insurance Certificate will be provided to the CLIENT, if requested.

**ARTICLE 15 - ASSIGNMENT**

15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persons and entities not in the employ of PK when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. PK's use of others for additional services shall not be unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.

15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place.

**ARTICLE 16 - NOTICES**

16.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

**ARTICLE 17 - STANDARD OF CARE**

17.1 The standard of care for all professional engineering and related services performed or furnished by PK under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. PK makes no warranties, express or implied, under this Agreement or otherwise, in connection with PK's services.

**ARTICLE 18 - OTHER PROVISIONS**

18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PK with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both CLIENT and PK.

18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by an original re-execution.

18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PK, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.

18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

By executing this agreement, PK and CLIENT indicate their acceptance and agreement with its terms.

**Stinkley Sargent Wington Architects**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

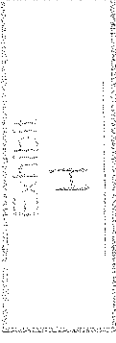
**Pacheco Koch, LLC**

By: 

Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: President

Date: December 2, 2015



10055 west 43rd avenue / wheat ridge / co 80063  
303.421.6555 / 303.421.0331  
www.me-engineers.com

December 08, 2015

Hal Sargent  
Brinkley Sargent Architects  
5000 Quorum, Suite 600  
Dallas, TX 75254

**RE: City of McKinney, TX -- Public Safety Support Building  
Engineering Services Proposal  
Technology Systems**

Dear Hal,

We would like to thank you for the opportunity to prepare a proposal for technology systems design services for the City of McKinney Public Safety Support building project.

We propose the following services for your consideration:

**I. SCOPE AND DESCRIPTION:**

**A. Project Description:**

This proposal is based on your email correspondence dated November 19, 2015 and in particular technology systems consulting as outlined. The project is a new Support Building to be constructed for the City of McKinney, Texas.

The building is currently planned to have the following architectural attributes.

- Building Area: Approximately 25,000 Square Feet.

**B. Scope of Work**

The technology systems scope shall include the following work:

**1. Communications Infrastructure:**

- a) Planning and layout design of communications room including raceway and cabling tie to existing main building.
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.

- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.
- d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.
- e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the existing building and communications room in the new support building.
- f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.
- g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.
- h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms

2. Security System:

- a) Electronic Access Control System: Design of employee access control components including system controllers, card readers, keypads, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type. All components within the new building shall tie back to existing main building system.
- b) Intrusion Detection System: Design of intrusion detection components including system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.
- c) Video Surveillance System (CCTV): Design of video surveillance system components including video cameras, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations. All



M+E Engineers, Inc.  
10055 West 43rd Avenue / Wheat Ridge / CO 80033  
1-303-421-6555 / 1-303-421-0531 / www.me-engineers.com

10055 West 43rd Avenue / Wheat Ridge / CO 80033  
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components within the new building shall tie back to existing main building system.

C. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BICSI) and EIA/TIA standards. A BICSI Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: M-E to attend (2-3) project meetings in McKinney, TX and/or Dallas during the design phase with the Owner, Architect and Contractor.
2. Design Development:
  - a) Review and meet with Owner and Architect.
  - b) Initiate coordination of system requirements with Architect and other project team members.
  - c) Prepare drawings with information such as symbol legends, one-line diagrams, floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - d) Prepare specifications of systems.
  - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. Construction Documents:
  - a) Finalize coordination of system requirements with Architect and other project team members.
  - b) Finalize drawings with information such as symbol legends, one-line diagrams, floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - c) Finalize specifications of systems.
  - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
4. Bidding and Negotiation:
  - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
  - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
5. Construction Administration:
  - a) Review product data submittals.
  - b) Review shop drawings.



M-E Engineers, Inc.  
10055 West 43rd Avenue / Wheel Ridge / CO 80033  
T. 303.421.6655 / F. 303.421.0331 / www.me-engineers.com

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- c) Answer questions during construction phase.
- d) Provide (1) intermediate site observations with written report at relevant stage of construction.
- e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

## II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Telephone System: Design, specification, coordination, documentation, and commissioning of any telephone system equipment.
- B. Data Network Equipment: Design, specification, coordination, documentation, and commissioning of any data network equipment.
- C. Audio/Video Systems: Design, specification, coordination, documentation, and commissioning of any audio video systems.
- D. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design (for courtrooms, etc.) or interior sound insulation design (courtrooms and ancillary areas).
- E. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- F. On-Site Engineer: Provisions required for a full-time on-site engineer.
- G. Installation: Materials, installation, and testing of any system components.
- H. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- I. Commissioning: Provisions for commissioning and certification of any system.
- J. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.



**III. FEE PROPOSAL:**

**A. Services Fee:**

Lump sum amount of \$ 25,000 plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

The fee break-out is as follows:

- Communications Infrastructure: \$ 15,000
- Security System: \$ 10,000

**B. Additional Services:**

Any additional services not included with this proposal and/or items specifically excluded will be compensated on a time basis at our prevailing hourly rate or an agreed upon fixed amount. All additional work requested shall be authorized in writing prior to initiation and completion.

**IV. TERMS AND CONDITIONS:**

**A. Reimbursable Expenses:**

Reimbursable expenses will be billed monthly at cost <sup>10%</sup> plus ~~40%~~ for the following: Long-distance telephone calls; travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

**B. Schedule and Continuity:**

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

**C. Contract Execution:**

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

**D. Approval:**

We must receive a signed copy of this proposal prior to performing substantial work.



M-E Engineers, Inc.  
109515 west 43rd avenue / wheal ridge / co 60093  
t 303 421 6655 / f. 303 421 0331 / www.me-engineers.com

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E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.  
Denver Office



Kevin Devore, RCDD  
Principal  
Technology Design Group

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Organization: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Cc: Chris Jones-ME/Denver  
Austin Simmons-ME/Denver  
Mike Hart-ME/Denver

M-E Engineers, Inc.  
10955 West 43rd Avenue / Wheat Ridge / CO 80033  
t. 303.421.6655 / f. 303.421.0331 / www.me-engineers.com

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fortron / los angeles / new york / san diego / vail valley

M-E ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions and the initials required below are a part of this Agreement.

M-E Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, M-E Engineers will have access to the site for activities necessary for the performance of the services. M-E Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and M-E Engineers shall be submitted to non-binding mediation. Client and M-E Engineers agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

Invoices for M-E Engineer's services shall be submitted, at M-E Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, M-E Engineers may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 4.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M-E Engineers, his or her officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of M-E Engineers.

Certifications:

Guarantees and Warranties: M-E Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence M-E Engineers cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and M-E Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, M-E Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee amount. Such causes include, but are not limited to, M-E Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Initial here: \_\_\_\_\_ (M-E Engineers, Inc.)

Verification of Existing Conditions Clause:

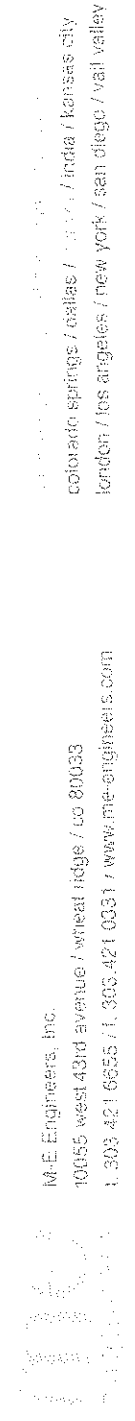
Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of M-E Engineers, Inc., (the Client) agrees to indemnify and hold M-E Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or M-E Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay M-E Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by M-E Engineers under this agreement shall remain the property of M-E Engineers and may not be used by the Client for any other endeavor without the written consent of M-E Engineers.



M-E Engineers, Inc.

10055 west 43rd avenue / wheat ridge / co 80033

t. 303.421.6655 / f. 303.421.0031 / www.me-engineers.com

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December 9, 2015

Brinkley Sargent Wiginton  
5000 Quorum, Suite 600  
Dallas, TX 75254

Attention: Mr. Hal Sargent

RE: McKinney Public Safety Building – Needs Assessment  
McKinney, Texas

Proposal No. 15811

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wiginton (Client) to provide professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the above referenced project. The following proposal documents our understanding of the scope of the project, our services, contract terms, and fee. This Proposal/Contract will constitute an Agreement between Brinkley Sargent Wiginton (Client) and MD Engineering.

**SCOPE OF SERVICES:**

This project, located in McKinney, Texas will consist of a needs assessment for future growth of the existing City of McKinney Public Safety Building over the next 20 years. The assessment will include the evaluation, assessment and documentation of existing mechanical, electrical, and plumbing systems and develop a strategy and budget for expansion plans based on the architectural assessment. This information will be used to evaluate options for relocating or replacing equipment based on anticipated life cycle and current value.

The Study Scope of Work shall consist of:

1. Review existing facility drawings. The Client shall provide drawings several days prior to the scheduled field visit.
2. Visit the site and visually survey the existing facility. The purpose will be to determine options for existing mechanical, electrical, and plumbing systems and concept ideas for providing a new sloped roof structure over these systems. Existing building MEP systems will be evaluated as to the suitability for re-use after relocation.
3. Existing system and equipment evaluations will be based upon visual survey, communication with maintenance personnel, and engineering experience. Field testing or operational testing, etc., is not included.

4. Prepare the following documentation:

a. A report will be provided that includes a Table of Contents and is separated into Sections comprised of the following:

- 1) **Introduction:** describes the purpose of the Report/Study and provides necessary background information.
  - 2) **Executive Summary:** provides a brief overview, written for the non-technical reader, of Report/Study findings and recommendations in summary format.
  - 3) **Technical Discussion:** provides detailed technical discussion of the basis for the Report/Study findings and recommendations.
  - 4) **Appendix:** includes back-up materials such as cutsheets, Owner-provided data, etc.
- b. Cost estimate based upon the Concept Designs.

The following tasks and activities are **not** included in this scope of work:

- Design of any recommendations;
- Any computer simulations, including but not limited to, HVAC load calculation, computational fluid dynamic analysis; etc.
- Any tasks or activities not specifically included in the above scope of work.

**FEES**

MD Engineering will provide Basic Services for a fixed fee of six thousand eight hundred dollars (\$6,800.00) based on the scope listed above. Should the scope change significantly from what is listed under scope of services, MD engineering shall seek additional compensation.

**CONTRACT CONDITIONS**

1. Contact terms:
  - a. It is expected that an AIA Document C401-2007, "Standard Form of Agreement Between Architect and Engineer", will be entered into prior commencing work. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received.

- b. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the percent complete.
  - c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.
2. Professional Liability Insurance Coverage:
- a. All members of the design team will carry professional errors and omissions insurance for the amount of \$1,000,000 dollars, minimum.
3. Client Responsibilities:
- a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.
  - b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.
  - c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.
  - d. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.

**ADDITIONAL SERVICES**

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Reports/Studies of energy and utility costs or life cycle analysis.
2. Environmental studies or investigations
3. Special provisions for insurance carriers' review
4. Detailed mechanical, electrical, plumbing and fire protection load calculation reports.

In the event Additional Services are required for the project, we will provide the services on an

hourly basis using hourly rates defined below.

**HOURLY RATES**

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Principal	\$ 180.00
Sr. Engineer	\$ 155.00
Engineer/Sr. Designer	\$ 130.00
Designer	\$ 95.00
Technician	\$ 60.00

**REIMBURSABLE EXPENSES**

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metroplex, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost ~~plus 10%~~ <sup>plus 15%</sup>

**PAYMENT**

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wiginton. This proposal will be honored thirty (30) days after date of issue and will be subject to re-negotiation after that date. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP



Michael Smith, PE LEED® AP  
President

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:



December 9 2015

Brinkley Sargent Wington  
5000 Quorum, Suite 600  
Dallas, TX 75254

Attention: Mr. Hal Sargent

RE: McKinney Public Safety Building – Support Building  
McKinney, Texas

Proposal No. 15810

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wington (Client) to provide professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the above referenced project. The following proposal documents our understanding of the scope of the project, our services, contract terms, and fee. This Proposal/Contract will constitute an Agreement between Brinkley Sargent Wington (Client) and MD Engineering.

**SCOPE OF SERVICES:**

This project, located in McKinney, Texas will consist of industry design standard MEP services for approximately a 25,000 square foot support building located adjacent to the existing City of McKinney Public Safety Building. Mechanical work will include a heating, ventilation and air conditioning (HVAC) systems, plumbing, and fire protection. Electrical work will include normal and emergency power distribution, lighting, exterior lighting for building elements and parking areas, lightning protection system, fire detection and alarm system. The Fire Protection and Fire alarm systems are performance specification items. Basic Services include performing a Mechanical and Lighting Energy Compliance Check. If third party verification is required, MD Engineering can not provide this service. Construction Administration services shall include four site observations.

MD Engineering's scope of services is further clarified as follows:

1. Special systems such as communications; computer networks; telephone; and sound, including cabling, etc., will be designed by specialty consultants. Basic services include environmental, power and empty conduit/raceway requirements, based on the information provided. Power/Signal Outlet Plan(s) will indicate any special outlet/power requirements. This includes copiers, clean power, details for pre-wired furniture systems, etc. Outlets not so designated will be circuited as normal convenience outlets. Where special outlet locations are required, all necessary dimensioning will be shown by the Client on the Architectural documents.
2. Landscape irrigation and landscape lighting will be designed by a specialty consultant. Documentation and circuiting of exterior lighting designed by others is included in MD Engineering Basic Services.



3. Design of the following systems will be provided by other Consultants and is excluded from MD Engineering Basic Services.

- a. Civil Engineering i.e., site drainage, extension of utilities to within 5 feet of the building, relocation of any existing utilities, off-site utility work, etc.
- b. Acoustical Engineering

**FEES**

MD Engineering will provide the above Basic Services for a stipulated design fee of sixty four thousand eight hundred dollars (\$ 64,800) based on the scope listed above. Should the budget or scope of work change more than 15% MD engineering shall seek additional compensation.

Schematic Design	20% (\$ 12,960)
Design Development	25% (\$ 16,200)
Construction Documents	30% (\$ 19,440)
Bid and Award	5% (\$ 3,240)
Construction Administration	20% (\$ 12,960)

**Total Fee \$ 64,800**

**BASIC SERVICES** shall include the following:

Contract Documents including Drawings and Specifications, as defined to below, to include the following submittals:

- 1. Drawings - MD Engineering will provide CADD-plotted reproducible drawings at the various submittal levels as required. The Client will be responsible for the reproduction of all submittals.
- 2. Specifications - MD Engineering will provide technical specifications for the project using the MD Engineering's format and Microsoft Software. Technical specifications will be coordinated with the Owner's General Conditions (Front End) and with Client's Division 1 Specifications if supplied to MD Engineering prior to 95% completion.

**Schematic Design**

The Schematic Design Scope of Work shall consist of:

- 1. CADD-plotted floor plans and sketches focusing on spatial requirements of MEP equipment and mechanical and electrical room block layouts. Equipment capacity calculations will be based on square footage and function. Layout of ductwork, lighting fixtures, power outlets or other equipment outside the mechanical and electrical rooms is not included.

## 2. System Descriptions:

- a. Design criteria narrative describing the basis of HVAC, plumbing and electrical load estimates.
  - b. Mechanical, electrical, plumbing, and fire protection system descriptions in the form of an system narrative that provides the following:
    - HVAC system types, approximate air handling unit capacities, and overall building tonnage. Calculations will be based on square footage and function.
    - Electrical distribution system type, voltage, and approximate building electrical load. Calculations will be based on square footage and function.
    - Anticipated lighting system and fixture types.
    - Plumbing system type, approximate capacities, and fixture descriptions.
    - Fire protection system type.
3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.
  4. Attend design team meetings with architect, owner, and other required consultants to develop system concepts and establish mechanical equipment space requirements and optimization of the equipment room locations. Identify MEP requirements and locate all Owner-furnished equipment prior to the start of the Design Development phase.

### Design Development

This submittal shall be based upon a single approved Schematic Design Concept. The Scope of Work shall consist of:

1. Systems narrative for the mechanical, electrical, plumbing, and fire protection systems, and shall include:
  - a. HVAC system descriptions including major equipment quantities such as air handling units, diffusers, and pumps. The system descriptions will indicate capacities, manufacturers, model numbers, and features.
  - b. Electrical distribution system descriptions including major equipment quantities such as switchgear, distribution panels and outlet devices. The system descriptions will indicate capacities, manufacturers, model numbers and features.

- c. Lighting system descriptions including fixture quantities or quantities per square foot. The system descriptions will indicate manufacturers, model numbers and features.
  - d. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc. The system descriptions will indicate capacities, manufacturers, model numbers, fixture types and features.
  - e. Fire protection system descriptions.
2. Manufacturers' technical descriptive bulletins (cut sheets) will be provided for the key components of the mechanical, electrical and plumbing systems.
3. CADD-plotted drawings and sketches showing the following:
- a. Layout of major mechanical and electrical equipment in mechanical rooms.
  - b. Routing of main supply ductwork where structural and/or architectural coordination is required, to indicate zoning. Layout of lateral ductwork is not included.
  - c. Layout of supply and return air diffuser locations for typical areas.
  - d. Layout of typical lighting fixture locations and switching configuration of non-standard areas.
  - e. Site plans indicating transformer location and primary electrical conduit routing.
  - f. Layouts of power, telephone, data and other outlet locations.
4. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

50% Construction Document (Intermediate Submittal)

This submittal will be based upon a single approved Design Development submittal. The intent will be to provide information required to coordinate key interdisciplinary areas of the work and to update construction costs. The Scope of Work shall consist of:

1. Progress CADD-drafted floor plans and CADD-plotted sketches of details where required for interdisciplinary coordination.
2. Project specifications.
3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

4. Attend formal design team meetings to coordinate between disciplines.

**100% Construction Documents**

This submittal shall be based upon a single approved 50% Construction Document Design submittal and shall consist of:

1. CADD-drafted construction drawings.
2. MEP specifications.

**Bidding**

The bidding phase shall consist of:

1. Attending pre-bid meeting at the site.
2. Responding to RFI's and Issue Addendum

**Construction Phase Services**

The construction administration phase shall consist of:

1. Four (4) site visits will be provided during construction. Four schedule site visits will be conducted to observe rough-in, above ceiling, pre-final punch, and final punch confirmation. Additional visits will be provided at hourly rates according to our published Professional Fee Schedule in effect at the time the work is performed.
2. Standard shop drawing and submittal review services to include one (1) initial submission review, and one (1) re-submission review, as required in the project specifications.

**CONTRACT CONDITIONS**

1. Contact terms:
  - a. It is expected that an AIA Document C401-2007, "Standard Form of Agreement Between Architect and Engineer", will be entered into prior commencing work. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received.
  - b. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the percent complete.

c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.

2. Professional Liability Insurance Coverage:

a. All members of the design team will carry professional errors and omissions insurance for the amount of \$1,000,000 dollars, minimum.

3. Client Responsibilities:

a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.

b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.

c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.

d. Order and provide required completed copies of the Owner guidelines and design criteria. MD Engineering will provide technical direction to identify the required information.

e. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.

f. Monitor the Contractor during construction to assure compliance with the "Record Drawing" requirements of the MEP specifications. MD Engineering will provide reasonable assistance coordinated with scheduled site visits. The ability of the Design Team and MD Engineering to comply with the Owner's "Record Drawing" requirements will be dependent upon the accuracy and quality of the documents prepared by the Contractor. Preparation of "Record Documents" from information that does not comply with the MEP specifications is not included in Basic Services.

- g. Construction Documents will be CADD prepared. Client will furnish electronic files in AutoCAD format with companion hard copies (i.e., plots). MD Engineering design work will be prepared in these files, and they will become the basis for the respective mechanical, plumbing, and electrical Construction Documents. Floor plan revisions will be processed in a similar manner. Coordination information shall be provided to MD Engineering on one (1) set of clearly marked blue-line prints or clearly indicated in the electronic file by "clouding" showing the changes.
- h. Communicate the stage of construction regularly to enable MD Engineering to schedule site visits at rough-in for the mechanical, plumbing and electrical trades. Provide MD Engineering a minimum of three (3) working days' notice prior to unscheduled site visits or meetings during construction
- i. Prepare agenda for all design team meetings and provide to MD Engineering at least three (3) working days in advance of the meeting. Schedule MD Engineering involvement to minimize meeting times. Attendance at unorganized meetings or meetings that are not relevant to MEP services may result in Additional Services

#### **ADDITIONAL SERVICES**

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Revision(s) of previously approved drawings
2. Reports/Studies of energy and utility costs or life cycle analysis
3. Development, evaluation and preparation of detailed construction cost estimates
4. Environmental studies or investigations
5. Special provisions for insurance carriers' review
6. Detailed mechanical, electrical, plumbing and fire protection load calculation reports
7. Additional documents and revisions to documents after the completion date of documents
8. Project observations, site visits and other construction services during construction not listed above
9. On-site project supervision
10. Conferences and project visits for coordination of construction among subcontractors

Brinkley Sargent Wigginton  
Attn: Hal Sargent  
Proposal # 15810  
December 9, 2015  
Page 8 of 8

#### HOURLY RATES

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Principal	\$ 180.00
Sr. Engineer	\$ 155.00
Engineer/Sr. Designer	\$ 130.00
Designer	\$ 95.00
Technician	\$ 60.00

#### REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metropolitan, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost plus 10% ~~plus~~

#### PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wigginton. This proposal will be honored thirty (30) days after date of issue and will be subject to re-negotiation after that date. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP



Michael Smith, PE LEED® AP  
President

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:



December 15, 2015

Brinkley Sargent Wington  
5000 Quorum, Suite 600  
Dallas, TX 75254

EXHIBIT  
K2

Attention: Mr. Hal Sargent

RE: McKinney Public Safety Building – Support Building Commissioning Proposal  
McKinney, Texas

MD Engineering, LLP (MD Engineering) is pleased to submit the following scope of services to Brinkley Sargent Wington (Client) to provide Commissioning Services for the above referenced project. The following documents our understanding of the scope of the project. This scope would be included under the contract provisions for the base MEP services.

**SCOPE OF SERVICES:**

This project, located in McKinney, Texas will consist of industry design standard MEP services for approximately a 25,000 square foot support building located adjacent to the existing City of McKinney Public Safety Building. Specifically the Commissioning scope include the following:

**Commissioning**

This work is proposed in this scope of services is considered Enhanced Engineering commissioning which shall include the following:

1. Review or development of construction observation forms.
2. Review of mechanical systems submittals.
3. Review and development of mechanical system performance testing forms.
4. On site observation of MEP system installation. During the observation, we will spot check for penetrations in the envelope to minimize air and moisture intrusion and to identify areas or possible voids in creating a tight envelope. Observation reports will cover observations identifying the current activities of the contractor and do not include any test data.
5. Coordination with onsite contractors and Testing, Adjusting, and Balancing entities.
6. Participation in mechanical system performance testing at construction completion. These shall include but not limited to equipment scheduled on the MEP drawings.
7. Participations in controls verifications. Control verification shall include HVAC and lighting controls. The Mechanical, Electrical, Controls, and TAB contractor shall be present when systems are verified for proper operation.



8. System warranty reviews during the warranty period.
9. A final report at the end of our commissioning work.

In order to provide this commissioning we will need:

1. A full size hard copy of the building design drawings and specifications.
2. A hard copy of the building mechanical submittals.
3. A hard copy of the mechanical test and balance reports.

**Limitations:**

- a. We cannot be responsible for any damage done by the improper installation or faulty operation of the systems tested.
- b. All systems must be completed and functioning at the start of the functional testing.  
We will not activate any systems.

**FEES**

MD Engineering will provide the attached scope of services for a stipulated design fee as listed below.

Commissioning of MEP Systems      \$ 15,800

Should the budget or scope of work change more than 15% MD engineering shall seek additional compensation.

Thank you for the opportunity to submit this additional scope of work. Please let me know if you have any additional questions. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP



Michael Smith, PE LEED® AP

President



## Proposal for Professional Engineering Services

**Proposal to:**

**Hal Sargent**  
Brinkley Sargent Winton Architects  
5000 Quorum, Suite 600  
Dallas, Texas 75254

**Date:** December 16, 2015

**Project**

**McKinney Public Safety Support Building**  
McKinney, Texas

**Project Description**

Single-story, 25,000 sq. ft. building including public lobby, offices, storage rooms, fire dept. storage warehouses, police dept. property room/storage warehouse, vehicle and equipment storage warehouse, large vehicle inspection bays, and canine kennel.

- \$6.5 million construction cost
- Structurally-supported ground floor slab
- Proposal includes up to 3 trips to site for construction observation during structural work.

**Basic Services**

Structural Engineering services described as follows:

**Schematic Design**

- Prepare preliminary narrative describing proposed structural system
- Prepare preliminary framing plans for typical conditions
- Assist soliciting and evaluating proposals for geotechnical report
- Consult regarding design criteria (floor loading, code requirements, etc.) and project delivery schedule
- Attend design meetings

**Design Development**

- Prepare structural plans, typical details and wall sections of the selected structural system
- Consult regarding geotechnical recommendations and impact on the project; evaluate geotechnical recommendations for foundation design and coordinate with the geotechnical consultant
- Consult regarding fire resistance requirements and their impact on structural systems
- Attend local design meetings

**Construction Documents**

- Prepare designs and drawings for bidding and construction of the primary structural system and foundation
- Assist with details and specifications of architectural components (exterior walls, suspended room dividers) - excluding curtainwall design
- Prepare structural specifications and assist with related architectural sections such as earthwork, masonry, miscellaneous metals, etc.
- Coordinate structural documents with architectural documents and other engineering disciplines based on information provided
- Attend local design meetings

**Bidding/Contract Negotiation**

- Respond to questions from bidders

**Construction Administration**

- Interpret or clarify documents during construction
- Review required structural submittals for conformance to contract documents
- Review and evaluate material tests and inspection reports
- Periodic conformance review during structural construction (Basic Services include up to 3 trips to site)



Proposal for Professional Engineering Services

Services excluded

- Design of curtainwall systems
- Design of cold-formed metal framing
- Geotechnical engineering and inspection of related aspects of construction (e.g., backfill, soil compaction, pier drilling, foundations)
- Construction cost estimating
- Construction related services (e.g., earth retention systems, concrete shoring systems, temporary bracing of steel frames)
- Inspection or supervision of construction
- Review of construction submittals other than those required by the contract for construction
- Services relating to permitting of work for construction

Fees for Basic Services

Professional Fees for Basic Services are proposed as follows:

Stipulated Sum Basis \$ 52,000.

Fees will be invoiced monthly based on estimated completion by contract phase:

Schematic-Design-Phase	10% <sup>15%</sup>
Design Development Phase	30% <sup>20%</sup>
Construction Documents Phase	45%
Bidding Phase	5%
Construction Phase	20%

Reimbursable Expenses

Project expenses will be invoiced, at cost, in addition to Basic Fees as follows:

Item	Estimated Amount
Travel Expenses	\$ 0.
Printing & Copying (1)	\$ 0.
Auto Expenses (@ IRS Standard Rate per Mile)	\$ 150.
Courier/Expressage Charges	\$ 100.
<b>Total Estimated Reimbursable Expenses</b>	<b>\$ 250.</b>

Notes:

- (1) Special note regarding printing:
- Proposal includes providing progress drawings, permit drawings and drawings for construction. This can be in electronic format (PDF, for example) or bond prints, at Client's option.
  - One set of prints of the entire set of design drawings shall be provided to LAFP at construction printing. In the case that prints are not provided, but rather are only made available in electronic format, LAFP may have one set printed and the cost of such printing shall be a reimbursable expense.
  - At least one paper print of large format shop drawings (larger than 11x17) shall be provided to LAFP. In the case that prints are not provided, but rather are only made available in electronic format, LAFP will have one set printed and the cost of such printing shall be a reimbursable expense.
  - Any other printing requested of LAFP will be a reimbursable expense.



Proposal for Professional Engineering Services

- Qualifications**
- Client to provide subsoil investigation and professional geotechnical engineering recommendations for design of foundations, slabs supported on soil, subsoil drainage and earth-retaining walls.
  - Proposal does not include design of site structures (e.g., paving, stairs, site walls, retaining walls, bridges, shade structures, arbors) located outside of building perimeter.
  - Proposal does not include design of landscape structures.
  - Revit BIM software will be used as tool for production of Construction Documents. Proposal includes conventional exchange of structural plans, sections, and details for document coordination and construction purposes. Progress copies of Revit model may be provided to design team for reference during coordination. Copy of "as is" Revit model may also be made available for contractor use upon receipt of executed L.A. Fuess Partners' Electronic File Waiver & Indemnification Agreement.
  - L.A. Fuess Partners Inc. retains ownership rights to and control of structural Revit model.
  - Level of Development (LOD) of design Revit structural model will be less than or equal to LOD 300 (as defined by AIA document G202). An LOD greater than 300, if requested, may be available as an Additional Service
  - Proposal does not include issue of early-release structural documents (for bidding or construction of foundation or superstructure prior to release of complete project documents).
  - Proposal does not include printing for Owner, city or contractor review, or for permitting or construction.
  - This proposal is based on the duties and responsibilities of both Engineer and Architect defined in the AIA standard contract Documents C401, and as expanded or modified under "Scope of Services".

**Additional Services** Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

- Employees
- Expenses

Table of employee rates available on request.  
1.00 times cost.

**Contract Form** AIA Document C-401, or equivalent. In lieu of an executed contract, this proposal will serve as the interim agreement for professional services.

**Duration** This proposal is valid for a period of 6 months from the date that the proposal was made and signed below.

- END OF PROPOSAL -

Proposal made by:

Mark Peterman, P.E.  
Principal

L.A. FUESS PARTNERS STRUCTURAL ENGINEERS

F-537

(Signature)

(Printed Name)

(Date)

Proposal accepted by: