

April 8, 2016

Patricia Jackson, PE, RAS
Facilities Construction Manager
City of McKinney
222 N. Tennessee St.
McKinney, Texas 75069

VIA EMAIL: pjackson@mckinneytexas.org

Re: **City of McKinney –Council Chamber Systems Upgrades
Proposal for Specialty Design and Consulting Services**

Dear Ms. Jackson:

Our proposal includes the professional services necessary to program, design, plan, and coordinate the Acoustical and Technical Systems for the above referenced project. These services are hereinafter known as the "Base Services." It is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc., hereinafter known as "WJHW," to City of McKinney, hereinafter known as the "Owner." Our proposal is intended to form the basis of an agreement between the "Owner" and "WJHW" for the services and fees as described.

PROJECT UNDERSTANDING

WJHW will provide Acoustic, Audio/Visual Design, and Lighting (broadcast/specialty lighting and in-room Architectural Lighting) design for the City of McKinney Council Chambers project.

SCOPE OF EFFORTS

CONSTRUCTION DOCUMENT PHASE (CD)

As part of this phase of work, we will:

- Meet with the Owner to develop an understanding of the design requirements which are unique to this project.
- Provide opinions of probable cost for the technical systems included within our scope
- Proceed with determining the building requirements to implement the technical systems.
- Acoustical and noise control analysis, review and recommendations will be performed in conjunction with Architect and the MEP engineer for inclusion in their CD documents.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Coordinate the architectural, structural, and MEP infrastructure requirements for the technical systems with the appropriate Design Team members.
- Work to develop final construction documents for each of the systems for which we have been given responsibility.

ACOUSTICAL DELIVERABLES

- Provide verbal and written recommendations, as appropriate, with detail drawings in sketch form and manufacturer's cut sheets for use by the design team in developing working drawings.
- Review project documentation at the 100% CD phase to ensure that acoustical recommendations are properly interpreted and incorporated into the design and submit a report of our findings to the Architect.

BID REVIEW

WJHW will:

- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION (CA)

Construction Administration begins with review of submittals. WJHW will:

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems for which we are responsible.
- Within three (3) business days, respond to RFI's as it relates to the systems for which we are responsible.
- Within seven (7) business days, perform submittal review and approval of the successful contractor(s) one time for each discipline for which we are responsible.
- For acoustics, submittals and RFI's will not be approved or disapproved, rather a description of those items requiring action or a recommendation regarding technical qualification or action from an acoustical perspective will be provided
- Participate in Substantial Completion inspections and provide Contractor's punch-lists.

SCOPE OF SERVICES

WJHW will provide the design and consultative services based on the Owner's requested design parameters, which may include the following:

- Sound system modifications and enhancements to allow the audio to be processed for streaming and recording in the Council Chambers
- Electronic voting system with keypad voting station per dais station
- Request to speak buttons for voting stations
- Control aspects of LCD monitor at each dais station
- Audio speaker at each dais station for local sound reinforcement
- HDMI connections at various locations on dais and room
- Clock timer with physical and virtual clocks
- Lighting as it pertains to broadcast and spectator seating
- Acoustic design guidance
- Custom multi-media lectern
- Sound reinforcement system in chamber and lobby for overflow
- Multi-camera recording and switching system
 - Cameras to have pan, tilt, and zoom capability and to be high resolution
 - Camera controller with camera location presets
 - Network streaming component
 - Live performance capability.
- Broadcast plates with audio and video connections for press
- Racks to be provided in control room
 - Speakers touch panel controls
 - Camera controls
- All aspects of video system to be designed with high definition video
- Separate audio/video recording system
- 1-2 large projectors or series of large LCD monitors for gallery viewing

- Overflow monitors in lobby
- Assisted listening system
- Recommendations on size and layout of space
- Recommendations/details on acoustic treatments
- Recommendations on lighting
- WJHW will provide the design of the architectural lighting consisting of the following:
 - We will provide the design for the architectural lighting to include general illumination and decorative accent lighting inside the council chambers.
 - We will provide plans indicating locations and types of fixtures at various elevations throughout the facility, load requirements for the selected fixtures and development of an architectural lighting fixture schedule.
 - We will make recommendations for the architectural lighting control system's electrical infrastructure and power requirements that will allow the project
 - Mechanical and Electrical Engineer to prepare the relevant design documents for that discipline.
 - WJHW will coordinate the circuiting and power load requirements for the architectural lighting fixtures with the Electrical Engineer for inclusion into that scope of work.
- Architectural recommendations for equipment and spaces to ensure proper functionality of equipment

SCHEDULE

WJHW has the staff and technical resources to provide our consultative and design services to maintain the current project schedule. As discussed, WJHW will require a minimum of four (4) to six (6) weeks once we receive notice to proceed to complete the technical systems design work and acoustical analysis.

FEE

We propose to perform the design efforts described in this proposal for the fixed fee of **\$52,800**.

This fee indicates a level of professional service which is consistent with our past work on similarly sized Council Chamber projects in the North Texas region. WJHW reserves the right to renegotiate our fee estimates should the project's final program, design direction and scope differ from what is outlined above.

PROJECT MEETINGS

WJHW does not specifically limit our local trips in the DFW Metroplex; however, we request that we only be asked to attend those meeting when our scope of efforts is being discussed or our technical expertise is required.

BIM TOOLS (REVIT) STATEMENT

WJHW has the capability and will prepare our construction documents in Revit for the design development and construction document phases to the Level of Detail (LOD) of 250/300. It is understood, that due to the lack of REVIT capabilities to model small items, including conduit under 2", that every element of the technical systems may not be fully represented in 3D. These items will be shown on our 2D drawings.

EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Any design/redesign of systems that may become necessary to accommodate changes in the

approved program after release of the CD documents.

- Attendance at regularly scheduled, i.e., weekly design or construction meetings.
- Incorporation of LEED Design Requirements
- Outdoor environmental noise analysis.
- Staggered commissioning of any of the technical systems.
- Costs associated with sealing documents
- Preparation or coordination of Record Drawings.

OTHER PROJECT PROVISIONS

RESPONSIBILITIES

Value Engineering: If “value engineering” (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW’s recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, the Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney’s fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Architect or Owner.

Re-design: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design, multiple designs or value engineering changes, due to something beyond our control (change in overall project budget, changes based on the Owner’s request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

Additional Services: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Architect for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee plus reimbursable expenses.

Seal: There is no “seal” for our design services; therefore, the contract documents produced will not be sealed by WJHW. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

Standard of Care: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

Exclusion: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

Limitations of Construction Responsibilities: WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work. The Architect, Owner and General Contractor agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney’s fees and the cost of defense, which arise in connection with General Contractor’s failure to construct the facility or systems per the recommendations provided by WJHW to the Architect/Owner.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within 30 days.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insured's to our policy as directed by Architect or the Owner will be invoiced as a reimbursable expense.

MISCELLANEOUS

Government Fees: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

Indemnification: WJHW and Architect agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

Entire Agreement: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

This proposal is based on our current best understanding and expectations of the project requirements. If, after reading this proposal, you feel that modification of our proposed services is in order, we will work with you to arrive at a mutually agreeable scope of services and associated fees.

Thank you for your time and for giving us the opportunity to prepare this proposal. Please let us know if you have any questions or need further information.

Best Regards,

Wrightson, Johnson, Haddon & Williams, Inc.



René Garza
Principal

ACCEPTED:

By

Title

Date