

**FIRST AMENDMENT TO  
ARCHITECTURAL SERVICES CONTRACT**

STATE OF TEXAS       §

COUNTY OF COLLIN    §

THIS FIRST AMENDMENT to the Architectural Services Contract with McCaslin Associates, Inc. for the McKinney National Airport Expansion Project ("First Amendment") is entered into on this\_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **McCASLIN ASSOCIATES, INC.** ("hereinafter referred to as "CONSULTANT") whose address is 6500 Greenville Ave., Suite 180, Dallas, Texas 75206

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into that certain Architectural Services Contract ("Original Contract") regarding the architectural services related to the McKinney National Airport ("PROJECT") on or about the 9<sup>th</sup> day of March, 2017; and

WHEREAS, CITY and CONSULTANT now desire to amend the Original Contract to increase the services to be provided and incorporate the fee to be paid for said additional services as set forth in this Amendment;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree to amend the Original Contract as follows:

1. Except as specifically amended herein, all provisions of the Original Contract shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety.
2. Paragraph II of the Original Contract, entitled "Scope of Services," is hereby replaced in its entirety with the following Paragraph II to read as follows:

**II.  
Scope of Services**

CONSULTANT shall perform such services as are necessary to carry out and complete the PROJECT specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A-1" hereto entitled

“Revised Scope of Services (June 2017)” (hereinafter referred to as the “Project”). Attachment “A-1” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

1. Paragraph III of the Original Contract, entitled “Payment for Services,” is hereby replaced in its entirety with the following Paragraph III to read as follows:

**III.**  
**Payment for Services**

Total payment for services described herein shall be a sum not to exceed Five Hundred Fifty Nine Thousand Four Hundred Twenty Three and No/100 Dollars (\$559,423.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill CITY on a percent complete basis in accordance with Attachment “A-1”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “A-1” and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the project through the end of the then submitted billing period, the total of the

current invoice amount and a running total balance for the project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default."

2. Attachment "A," entitled "Scope of Work," to the Original Contract is hereby amended and replaced in their entirety with a new scope of services that is labeled Attachment "A-1" and entitled "Revised Scope of Services (June 2017)" and incorporated herein by reference and made a part hereof and of the Original Contract by reference as if written word for word and originally attached to the Original Contract. In case of any conflict between the language of Attachments "A", and "A-1," the terms and provisions of Attachment "A-1" shall control.
3. All other provisions, terms and sections of the Original Contract shall remain in full force and effect, and this First Amendment to the Original Contract shall in no way release, affect or impair any other provision or responsibility contained in the Original Contract.
4. In the event of any conflict or inconsistency between the Original Contract, and/or this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.  
ove.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

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

ATTEST:

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE, TRMC  
Assistant City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

***McCASLIN ASSOCIATES INC.***  
a Texas Corporation

By: \_\_\_\_\_  
SCOTT A. McCASLIN  
President

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

THE STATE OF TEXAS           §

COUNTY OF COLLIN           §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas municipal corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF FEBRUARY, 2017.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by SCOTT A. McCASLIN in his capacity as President of **McCASLIN ASSOCIATES INC.**, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

Attachment A-1

***Revised Scope of Services (June 2017)***

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Attachment A-1

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December 1, 2016 -Revised: Feb 13 & 15, and May 30, 2017  
Page: 1 of 3



**McCASLIN ASSOCIATES**

City of McKinney  
c/o Mr. Andrew C. Hunt  
Project Control  
17300 Henderson Pass Suite 110  
San Antonio, TX 78232

Re: Toyota Hangar Addition and Remodel Project  
McKinney National Airport, McKinney, TX

Dear Andrew,

We are very pleased to submit this proposal for professional services on the above listed project. The scope of services includes Architectural & Consulting Engineering Services to complete the new Toyota Hangar Addition and Remodel Project. The fees for our Services will be a lump sum amount as listed below, plus Standard Reimbursables x 10%.

Base Fee Components:

	- Architectural		\$ 480,318
- (Frank Neal -Ft Worth, TX)	- Structural Consultant		Base Fee
- (Reed Wells Benson -Dallas, TX)	- MPE Consultant		
- (BHB Landscape Architects -Dallas, TX)	- Landscaping Consultant		
- (Marcela Abadi -Dallas, TX)	- ADA Handicap Consultant, Etc.		

CMAR (Construction Manager At Risk) Related Fees

- CMAR Separate Bidding Requirements Scope of Work	\$ 3,500
- Negotiate Alternates & Value Engineering With CMAR	\$ 7,500
Attend Meetings	
Answer RFI's / Cost Options	
Issue Drawing / Pricing Options	
- CMAR Drawing Modifications / Separate Drawing Issues	\$ 7,500

Interior Design & Furniture Design -By Staffelbach

- Staffelbach Proposal, dated 3/27/17	\$ 39,885
- McCaslin Associates Coordination Fee	\$ 3,500

Commissioning to 2015 IECC Requirements

- CxL Building Services Proposal, dated 6/1/17	\$ 2,810
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Total Fee = \$ 545,013  
-Plus Reimbursables

Assumes: Civil Engineering Consultant (KSA Engineers) Fee is Separate

Note: Reimbursables are Budgeted at \$14,410.00, not Including Bidding Document Printing & Distribution.

This Fee is based upon the following assumptions:

Master Plan / Feasibility Phase -(0% of Fee)

1. This Phase of Work has been Completed.

Schematic Design & Design Development Phase -(40% of Base Fee)

2. Standard AIA Schematic Design & Design Development Phase Services, following the Feasibility Study, dated June 27, 2016.

**McCASLIN ASSOCIATES**

ARCHITECTURE      CONSTRUCTION MANAGEMENT      ESTIMATING      INTERIORS      PLANNING



**McCASLIN ASSOCIATES**

City of McKinney c/o  
Mr. Andrew C. Hunt  
Project Control  
17300 Henderson Pass Suite 110  
San Antonio, TX 78232

Re: Toyota Hangar Addition and Remodel Project  
McKinney National Airport, McKinney, TX

Construction Drawings Phase -(45% of Base Fee) (Plus CMAR Fees)

3. Standard AIA Construction Documents Phase Services.

Bidding & Negotiations Phase -(5% of Base Fee)

4. Standard AIA Bid / Negotiations Phase Services for General Contractor Selection.

Contract Administration Phase -(10% of Base Fee)

5. Standard Architectural Contract Administration Services during Constr.  
Assumes Construction duration of 10 months.

Scope of Work

6. Toyota New Addition and Remodel Existing Hangar Office Facility, Option 3, from the Feasibility Study, dated June 27, 2016.
7. Includes a Total Project Budget of \$6.3 Million (Construction Budget of \$5.25 Million), as detailed in the Estimate section of the above listed Feasibility Study, dated June 27, 2016. Please note that none of the Deduct Alternates were accepted, and are included in this Proposal.
8. Includes durations as Scheduled for the work, as shown on the Schedule included in the above listed Feasibility Study, dated June 27, 2016.

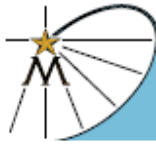
Includes

9. Architectural, MPE, Landscape, & Structural Design.
10. Coordination of all Consultants, including the Civil Engineer KSA Engineering, as if they were a Consultant.
11. ADA Handicap Consultant.
12. City and Code required 2015 IECC and State Energy Conservation Building Design requirements, including all Comcheck Energy requirements needed at the time of Permit submittal. Also includes those items which are standard "Project Closeout" processes (Noted as Commissioning in the 2015 IECC), including those items required by the 2015 IECC.
  - Also, please reference Item No. 30 below, for a clarification of those items which are additional similar items and are not included in this Proposal.
13. All Cost Estimating & Budgeting Requirements. Ongoing Estimate Updates and Value Engineering of the Project to stay within the approved Budget.
14. Coordination and review of plans with local City of McKinney Building Officials.
15. Field measuring for verification of background drawings, as required.
16. Floor Plan with Furniture Layout to prove up Floor Plan.
17. Coordination with City of McKinney and submit for permit (not Permit Fee).
18. Assumes General Contractor will be procured as CMAR, as per the City of McKinney requirements.
19. Jobsite Meetings every other week during Construction CA Phase.

**McCASLIN ASSOCIATES**

ARCHITECTURE    CONSTRUCTION MANAGEMENT    ESTIMATING    INTERIORS    PLANNING





**McCASLIN ASSOCIATES**

City of McKinney c/o  
Mr. Andrew C. Hunt  
Project Control  
17300 Henderson Pass Suite 110  
San Antonio, TX 78232

Re: Toyota Hangar Addition and Remodel Project  
McKinney National Airport, McKinney, TX

Exclusions & Additional Services

20. Any additional Architectural Services, if required and approved, will be billed at \$165.00 per hour (Principal), \$ 145.00 per hour (Associate / Proj Mgr), \$ 95.00 (Other Staff).
21. Kitchen Consultant and MPE connections for Kitchen Equipment.
22. Acoustics Design Consultant -by Owner separate
23. Energy LEED, Minority Participation, BIM Services & Hazardous Materials.
24. Code, Zoning and ADA Variances & Property work.
25. Computer, security system and special systems hardware and software.
26. Separate Bid Packages, except separate Permit Set is included.
27. Geotechnical Soil Boring Report and Testing Services during Construction.
28. Any Special Separate Tenant Finish Out and FF&E -Furniture, Fixtures and Equipment Design.
29. Separate Fire Suppression or Code Consultant -as is not required for this scope of work.
30. 3rd Party Final Inspections for IECC (Comcheck), Testing and Balancing the H.V.A.C. System (Separate -by Owner hired separate Consultant), and separate Commissioning Agent / Requirements.

Fee Payment Schedule

Initial Payment is not required. Fees will be billed at the end of each month, based upon percent complete. Payment is to be received within 30 days.

Andrew, thank you for this opportunity. We have always enjoyed our experiences working with the McKinney National Airport. Please do not hesitate to call us if you have any questions.

Please note that the provisions of this contract follow Standard Architectural Practices and AIA Standard Services Agreements. Please sign and return one copy for our files.

Sincerely,

McCASLIN ASSOCIATES, INC.  
6500 Greenville Ave.  
Suite 100  
Dallas, TX 75206

Phone: (214) 520-2500  
Fax: (214) 520-2001  
Email: smccaslin@mccaslinassociates.com

Scott A. McCaslin, AIA  
Principal

City of McKinney  
-or- Project Control

ARCHITECTURE    CONSTRUCTION MANAGEMENT    ESTIMATING    INTERIORS    PLANNING