

**City of Round Rock Agreement
for Architectural Services for
City of Round Rock
Fire Station No. 10
With
McKinney York Architects**

AGREEMENT made as of the _____ (____) day of the month of _____ in the year Two Thousand Twenty-Four (2024).

BETWEEN the Architect's client identified as the City or the Owner:

City of Round Rock
221 East Main Street
Round Rock, Williamson and Travis Counties, Texas 78664

and the Architect:

McKinney Architects Inc, dba McKinney York Architects
1301 East 7th Street
Austin, TX 78746

For the following Project:

Professional architectural services and design services related to the City of Round Rock Fire Station No. 10.

Professional services for this Project shall include but not be limited to, Design Phase Services, Construction Documents Phase Services, Procurement Phase Services, and Construction Phase Services.

The Owner and the Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

The Architect shall furnish the delineated services, including but not limited to meeting with the Owner's representatives and others designated by the Owner to determine needs and requirements; rendering professional consultation and advice; furnishing all necessary design and contract administration services for the referenced Project; and providing other specialized services.

Architectural services shall include the submittal of plans for Texas Accessibility Standards (TAS) review, which is a requirement of federal law to comply with the ADA if the construction budget exceeds \$50,000.00. Owner shall pay the fees related to the submittal of plans for TAS review.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is: A Fire Station.

The referenced Project consists of professional planning, design, and construction services related to the following:

Fire Station No. 10 is to be located on the north side of East Old Settlers Boulevard immediately west of the Exxon at the corner of Old Settlers Boulevard and North Red Bud Lane, Round Rock, Texas.

1.1.2.2 The physical parameters are:

The project location is the north side of East Old Settlers Boulevard immediately west of the Exxon at the corner of Old Settlers Boulevard and North Red Bud Lane, Round Rock, Texas.

1.1.2.3 The Owner's Program is:

The program of development shall include but not be limited to the following elements: The program shall be identical to that for Fire Station No. 1, drawings of which McKinney York Architects (MYA) has in its possession with the following amendments:

1. Site constraints require that the building be mirrored and rotated clockwise with respect to project north.
2. Change siding to masonry on the elevation that will be facing Old Settlers. This was previously the side of the building. Consideration will also be given to reducing brick elsewhere in an approximately equivalent amount as is added, likely on the new rear elevation.
3. Relocated building identification signage to the new street face.
4. Revisit the design/size of windows in the fitness area to make it appear more of a front façade and possibly add a decorative awning.
5. Relocate the meter and utility entrance from this new 'front face' – most likely around the corner to the west.
6. Relocate mechanical equipment that at Fire Station No. 1 is outside the fitness room to a new location, most likely around the corner to the west.
7. Add a masonry screen wall to conceal the service entries, meters, and mechanical units that would otherwise be visible at the new front.
8. Consider potential water conservation that might inexpensively be implemented within the building plumbing systems.
9. Redesign the foundation per a new geotechnical report. The Owner will provide a geotechnical report with foundation and other structural recommendations as may be necessary.
10. Changes that were implemented during the construction of Fire Station No. 1 will be incorporated into Fire Station 10 CD's. Below are some notable field changes, but the full record of RFI's that resulted in changes affecting the work are in the Owner and Architect's possession.
 - a. Incorporate the services access platform for maintaining the stove vent hood or revise the route of the hood vent to eliminate the need for the platform.
 - b. Revisit the documentation of the fireproofing penetration of the truss and CMU wall or adjust the design to eliminate truss penetration through the CMU wall.
 - c. Light fixture mounting at truss beams in the Apparatus Bay.
 - d. Freezer: Accommodate a standalone freezer – possibly standup in lieu of chest type, since chest type is not ADA compliant. Consider commercial type refrigerator and freezer but electrical requirement shall stay within limits of the current emergency power panel design.
 - e. Gas bump-out/solenoids to be located up in the attic.
 - f. Unistrut between the doors in the Apparatus Bay to attach the bifold door operators.
 - g. Accommodate a path for the electrical to pass around the high beam in the tower, if feasible.
 - h. Add the loads to the emergency power-panel that were added in Fire Station No. 1 but stay within the limits of the current emergency panel and avoid a change size of the emergency service.
11. Unless instructed otherwise by the Owner, change eyebrow windows and louvers associated with the Day Room/Equipment Platform to achieve a steeper roof slope to allow a wider choice of roof colors.
12. Unless instructed otherwise by the Owner, eliminate or reduce the pop-up and windows in the Apparatus Bay.

13. Unless instructed otherwise by the Owner, change from in-swing to out-swinging bifold doors at the Apparatus Bay – this could require raising the roof plate height and making other modifications for the support of doors.

1.1.2.4 The financial parameters are as follows:

The Total Project Cost (TPC) is estimated by the Owner to be approximately \$9,260,000.00. The TPC is the Cost of the Work as defined by the Agreement plus the cost for construction of work designed by the Owner's other project design consultants plus the following costs.

1. Fees of the Architect and the Architect's consultant's, those of the other design professionals like Civil Engineer that the Owner is contracting separately, and all of the design professional's qualified reimbursable expenses.
2. Furniture, Furnishings, and Equipment (FFE) design procurement and installation.
3. Surveying, Geological and Environmental services.
4. Geotechnical investigations and recommendations.
5. Material Testing and Inspection services.
6. Internal costs of the Owner charged against the project.
7. Outside consultants that may include accounting or legal consultants.
8. Other direct project costs.

The TPC excludes the cost to procure the land.

The Cost of the Work plus the cost for construction of work designed by the Owner's other project design consultants collectively represents the Construction Cost. Based on the reported construction costs for Fire Station No. 1, and accounting for the escalation in construction costs since that time, it is anticipated that the Cost of the Work (Construction Cost) may be approximately \$9,260,000.00. Of that, the building portion could be approximately \$7,640,000.00. The Site Work, Landscaping, and Utilities cost making up the remaining portion of the Construction Cost could be approximately \$1,620,000.00 for the Project.

- I. The Fee Schedule relative to this Agreement is set forth in Exhibit "A," incorporated herein for all purposes, and is as follows:

A. Professional Services

In consideration for the professional services to be performed by the Architect, the Owner agrees to pay the Architect a total amount not to exceed **Two Hundred Eighty-Four Thousand Two Hundred and No/100 Dollars (\$284,200.00)** as detailed in the Architect's proposal dated May 2, 2024, which is attached hereto as Exhibit "A," and incorporated herein by reference for all purposes.

B. Reimbursable Expenses Allowance

Payment for reimbursable expenses, including administrative charges and out-of-pocket expenses, shall not exceed the maximum sum of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**, and such amount is *included* in the not-to-exceed total fee of **\$284,200.00**.

Travel reimbursements may be made for meals, travel, lodging as follows:

- (1) all travel shall be in coach and not in business class;
- (2) toll road charges if provided with documentation of the date and time the toll charges were incurred;
- (3) lodging shall be in a standard room in a hotel located within Round Rock's City limits; and

- (4) meals shall be reimbursed at an amount not-to-exceed \$50.00 per day. This amount includes tips.

Travel reimbursements shall only apply to travel in excess of forty (40) miles. Architect is responsible for providing all receipts to Owner for the reimbursement of items set forth above. Receipts shall be provided to the Owner within thirty (30) days of the expenditure to qualify for reimbursement and shall provide enough detail for the Owner to determine the requested reimbursements meet the criteria set forth herein. It shall be in the sole discretion of the Owner to determine if expenses submitted by Architect are reasonable and qualify for reimbursement pursuant to the terms of the Agreement.

Cost of personal entertainment, amusements, alcoholic beverages, traffic citations, personal items or illegal activities will not be reimbursed. Expenses due to vacations or personal trips in conjunction with travel are not reimbursable. Adequate travel time is allowed, but travel expenses are not paid for absences not required by Owner business.

C. Additional Services

Additional services are defined as any services not included as part of the scope of work of the project including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in Project scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. Any additional services shall be performed under a supplemental agreement negotiated at a time subsequent to this Agreement.

1.1.2.5 The time parameters are:

Services hereunder shall commence within ten (10) upon receipt by the Architect of a Notice to Proceed from the Owner. Completion date shall be agreed upon by Owner and Architect. Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

The Architect and the Owner agree to the following Milestone Schedule for the design and development of the Project. Provided there are no substantive changes to the Initial Information and the Owner provides prompt and comprehensive comment responses to the Architect's milestone submittals, the project will proceed in accordance with the following milestone schedule, however, the Architect and the Owner agree that the scheduled dates for Procurement Phase completion and Construction Phase completion are dependent on the Owner's selected Contractor and out of the control of the Architect.

1. Start Design Phase Services: Immediately upon receipt of the Notice to proceed, provided Owner notifies Architect upon Approval by Council and that Approval is at least 10 days prior to the date of the Notice to Proceed (NTP).
2. Complete Design Phase Services: NTP + 21 workdays.
3. Owner provides all comments on the Design and authorization to proceed into Construction Documents Phase. One workday following completion of Design Phase Services.
4. Construction Documents Start: First workday following receipt of the last of the Owner comments on Design Phase work product.
5. Owner provides Final Site Plan to the Architect including detailed grading, drainage, utilities and other pertinent site design information reasonably required by the Architect to complete Construction Documents: 20 workdays following Construction Documents Start.
6. 95% Construction Documents: 50 workdays following Construction Documents Start or 30 workdays following receipt by the Architect of the Final Site Plan, whichever is later.
7. Owner returns Comprehensive Comments on the Construction Documents: Three workdays following Architects electronic submission of the 95% Construction Documents to the Owner.

8. Complete Construction Documents: Ten workdays following receipt of the last Owner's comment on the 95% Construction Documents.

1.1.2.6 The proposed procurement or delivery method for the Project is: Competitive Sealed Proposal (CSP) method.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representatives are:

Laurie Hadley, City Manager
City of Round Rock
221 East Main Street
Round Rock, Texas 78664

Hayden Schiller, Project Manager
City of Round Rock
212 Commerce Blvd.
Round Rock Texas 78664
512-671-2890 (Office), 737-329-6596 (Mobile)
pschiller@roundrocktexas.gov

1.1.3.2 The Owner's consultants and contractors are:

Architect of Record / Prime Firm:

McKinney York Architects

Consultants:

1. Civil: 2P Consultants
2. Landscape Architect/Irrigation Designer: Studio 16:19
3. Geotechnical and Material Testing: TBD
4. Geological and Environmental: TBD
5. Surveying: TBD

1.1.3.3 The Architect's Designated Representative is:

Patricia Hunt, AIA, RID, LEED AP, Associate
1301 East 7th Street
Austin, TX 78702
512-852-0283
phunt@mckinneyyork.com

1.1.3.4 The consultants retained at the Architect's expense are as follows.

1. Structural Engineer: Structures PE, LLP
2. MEP: Aptus Engineering
3. Registered Accessibility Specialist: Not required at this stage.

1.1.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect.

1.1.5 It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this Agreement must be duly authorized by appropriate City Council or City Manager action.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall reasonably cooperate with one another to fulfill all of their respective obligations required under this Agreement. Both parties shall endeavor during the full term hereof to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.

1.2.2.2 The Owner shall establish and periodically update the budget for the Project, including that portion allocated for the Cost of the Work, the Owner's other costs, and reasonable contingencies related to all costs.

1.2.2.3 The Owner's Designated Representatives identified in Paragraph 1.1.3.1 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or Owner's Designated Representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner may furnish the services of consultants other than those designated in Paragraph 1.1.3.2 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project or a change in the scope of the Project. Any service furnished by the Architect at the Owner's request must be approved by the Owner.

1.2.2.5 Unless otherwise provided in this Agreement, and if requested in writing, the Owner shall furnish or pay for 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.

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

1.2.2.7 Each party shall provide prompt written notice to the other if either becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.2.8 The Owner will furnish building permits without charge. Electrical, plumbing and other trade permits will be the responsibility of the construction contractor. Any charges which may be assessed for tap fees will be paid by the Owner and are not to be included by the Architect in the specifications for the Project.

1.2.2.9 Owner agrees to pay the actual costs of review fees associated with Texas Building Accessibility reviews, reviews by other authorities having jurisdiction, and any other required filing fees.

1.2.2.10 The Owner will provide the Architect with miscellaneous items such as the Project Prototype along with legal permission for use of the prototype design from the prototype design architect, a list of requested changes to the Project Prototype, one digital copy of the City of Round Rock General and Supplementary Conditions for Building Construction, Wage Rates, Contract and Bond Forms, and such other information and materials as may be necessary and practicable for the orderly and expeditious progress of the work and the awarding of the construction contract. To the extent practicable, these documents shall be utilized in the preparation of the construction documents.

1.2.2.11 The Owner will provide timely review and response to inquiries in order to maintain an orderly progression.

1.2.2.12 Any information related to design standards and Owner-furnished equipment specifications not provided pursuant to Section 1.2.2.10 above and desired by the Architect from the Owner must be requested by the Architect in writing during the initial Phase of the Project.

1.2.2.13 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 other 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.

1.2.2.14 The Owner shall furnish services of geotechnical engineers, which may include 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.

1.2.2.15 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.

1.2.2.16 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.

1.2.2.17 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.

1.2.2.18 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

1.2.2.19 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.

1.2.2.20 Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, the Architect's employees and the Architect's consultants shall be as enumerated in Article 1.4 and as enumerated elsewhere herein, and in any attached exhibits or supplemental agreements.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project ("Standard of Care"). The Architect shall submit for the Owner's approval a detailed schedule in Microsoft Project or an approved alternative format for the performance of the Architect's services, which may be adjusted, if necessary and approved by the Owner, as the Project proceeds. This 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. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or the Owner. The Architect's schedule will be provided as a milestone list in the format included above in the Initial Information Schedule. The Architect's schedule for performance of the Architect's services shall initially be consistent with the time periods established in the Time Parameters section of the Initial Information above.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants, similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and written 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 or compromise the performance of the approved schedule for this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner. Each party shall provide prompt written notice to the other if either becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at reasonable current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, for the Contractor's overhead and profit.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely by the Owner. All of the Architect's designs and work product under this Agreement, including but not limited to Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, shall be the property of the Owner, to be used as the Owner desires; upon completion of the services provided by the Architect under this Agreement and in confirmation of the fee for services to be paid under this Agreement, the Architect hereby conveys, transfers and assigns to the Owner all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this

Agreement, provided that Owner has made payment to Architect for all sums owed under the Agreement for work completed by Architect. Copies may be retained by the Architect. The Architect shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with the Architect, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be replaced or restored by the Architect without cost to the Owner.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner permission to reproduce the Architect's Instruments of Service for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar permission from the Architect's consultants consistent with this Agreement. Upon termination of the Agreement, the Owner is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the purposes of completing, using and maintaining the Project or additional projects. **IN THE EVENT OWNER USES THE ARCHITECT'S INSTRUMENTS OF SERVICE WITHOUT RETAINING THE ARCHITECT ON THE PROJECT OR ANY OTHER PROJECT, THE OWNER RELEASES THE ARCHITECT AND ITS CONSULTANT(S) FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. ADDITIONALLY, IN THE EVENT THAT THE OWNER TERMINATES THE ARCHITECT FOR CONVENIENCE OR WITHOUT CAUSE AFTER THE ARCHITECT SEALS THE CONSTRUCTION DOCUMENTS BUT BEFORE COMPLETION OF THE CONSTRUCTION PHASE, OWNER AGREES TO HIRE A COMPETENT PROFESSIONAL TO PERFORM CONSTRUCTION PHASE SERVICES IN ACCORDANCE WITH TBAE RULE SECTION 1.217. OWNER ACKNOWLEDGES THAT THE FAILURE TO ENGAGE ARCHITECT TO PERFORM FULL CONSTRUCTION PHASE SERVICES CARRIES WITH IT ASSOCIATED RISKS BOTH TO THE OWNER AND ARCHITECT. SUCH RISKS INCLUDE, WITHOUT LIMITATION, THE INABILITY OF THE ARCHITECT TO BECOME GENERALLY FAMILIAR WITH THE PROGRESS AND QUALITY OF THE WORK PERFORMED BY CONTRACTOR, TO REJECT WORK NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, TO CLARIFY OR RESPOND TO CONTRACTOR'S QUESTIONS CONCERNING INTERPRETATION OF THE INSTRUMENTS OF SERVICE, OR TO MAKE APPROPRIATE REVISIONS OR MODIFICATIONS TO THE ARCHITECT'S INSTRUMENTS OF SERVICE.**

1.3.2.3 The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of the Architect. However, the Owner and Architect shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. 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.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Agreement.

1.3.2.5 All plans and drawings will be prepared and submitted digitally by the Architect to the Owner for approval on a minimum 24-inch by 36-inch format, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

1.3.2.6 Upon completion of the construction of the Project, the contractor shall deliver final-as-built documents to the Owner. The Architect shall have no responsibility with regard to As-Built, Record Drawings, or Record Specifications.

1.3.2.7 The Architect shall have no liability for changes made to the drawings. Any such change shall be sealed by the architect making that change and shall be appropriately marked to reflect what was changed or modified. To the

extent permitted by law, the Owner agrees to indemnify, defend and hold harmless the Architect for any claims, damages, suits and loss of every kind and nature for the unauthorized re-use of the Architect's Instruments of Service.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing. It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this contract must be duly authorized by appropriate City Council or City Manager action.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. 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 lien notice or filing deadlines prior to resolution of the matter by mediation.

1.3.4.2 The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement, and mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 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.

1.3.5 ARBITRATION

1.3.5.1 The Owner and the Architect hereby expressly agree that no claims or disputes between the Owner and the Architect arising out of or relating to the contract documents or a breach thereof shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, except that in the event that the Owner is subject to an arbitration proceeding related to the Project, the Architect consents to be joined in the arbitration proceeding if the Architect's presence is required or requested by the Owner for complete relief to be accorded in the arbitration proceeding.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

1.3.6.1 The Architect and the 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 in accordance with Section 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the laws of the state of Texas, and venue shall lie in Williamson County, Texas.

1.3.7.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.3 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other. The Owner, 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.

1.3.7.4 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 the Architect.

1.3.7.5 Unless otherwise provided in this Agreement, the Architect and the Architect's consultants 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.

1.3.7.6 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.

1.3.7.7 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 seven (7) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.8 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

1.3.7.9 All Exhibits to the Contract are incorporated herein as a part of the Contract. Any inconsistencies or conflicts in Contract and Exhibits shall be resolved by giving preference to pages one (1) through thirteen (13) of the Contract.

1.3.7.10 BIM and Document Transfer: The Architect will develop project drawings utilizing Revit. The level of model development will be determined by the Architect for the purpose of generating printed construction drawings. Model development for other purposes will require additional fees. Electronic document transfers will be made in accordance with Architect's standard protocols for the development, use, transmission, and exchange of digital data.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in substantial compliance with this Agreement, such failure may be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give fifteen (15) days' written notice to the Owner. 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 non-disputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 In connection with the work outlined in this Agreement, it is agreed and fully understood by the Architect that the Owner may cancel or indefinitely suspend further work hereunder or terminate this contract either for cause or for the convenience of the Owner, upon fifteen (15) days' written notice to the Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. The Architect shall invoice the Owner for all work completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. Upon payment in full for all services performed by the Architect, all plans, field surveys, maps,

cross sections and other data, designs and work related to the Project shall become the property of the Owner upon termination of this Agreement and shall be promptly delivered to the Owner in a reasonably organized form, subject to any record-keeping requirements imposed on the Architect by the TBAE or other similar regulatory authority. Should the Owner subsequently contract with a new architect for continuation of services on the Project, the Architect shall cooperate in providing information.

1.3.8.3 Nothing contained in Section 1.3.8.2 immediately above shall require the Owner to pay for any work which is unsatisfactory as determined by the Owner's representative or which is not submitted in compliance with the terms of this Agreement. The Owner shall not be required to make any payments to the Architect when the Architect is in default under this contract, nor shall this section constitute a waiver of any right, at law or at equity, which the Owner may have if the Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

1.3.9 PAYMENTS TO ARCHITECT

1.3.9.1 Payments on account of services rendered shall be made monthly upon presentation of the Architect's statement of services.

1.3.9.2 Reimbursable Expenses, in an amount not to exceed **\$1,500.00**, are *included* in the not-to-exceed sum for compensation for the Architect's services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as described in 1.1.2.4.B.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be promptly provided to the Owner or the Owner's authorized representatives.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. 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 the Owner and the Architect. This Agreement comprises the documents listed below.

1.4.1.1 Architectural Services Agreement between Owner and Architect.

1.4.1.2 Other documents as follows:

Exhibit "A"

"Supplemental Agreement No. 1" supplementing Architectural Services Agreement between Owner and Architect.

1.4.2 **Special Terms and Conditions.** Special terms and conditions that modify this Agreement are as follows:

Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) provide that it is a violation of ADA/TAS to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA/TAS except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Architect will use its best professional efforts in accordance with the

Standard of Care to interpret and meet applicable ADA/TAS requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

ARTICLE 1.5 COMPENSATION

1.5.1 Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement and in format requested by the Owner.

1.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice, or not later than the time period required under the Texas Prompt Payment Act, whichever is later. Non-disputed 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.

Payments hereunder shall be made in accordance with the Prompt Payment Act.

1.5.3 The Architect shall be compensated as follows.

| | |
|---------------------------------------|---|
| Design Phase Services: | Stipulated sum of \$11,200.00 |
| Construction Document Phase Services: | Stipulated sum of \$108,000.00 |
| Procurement Phase Services: | Hourly plus amounts invoiced Architect for Consultant Services, not to exceed an amount of \$27,000.00. |
| Construction Phase Services: | Stipulated sum of \$138,000.00. |

1.5.4 Compensation for Architect's Additional Services: as negotiated and memorialized in supplemental agreement(s).

1.5.5 Standard Hourly Rates: As indicated in Architect's 2022 Fee Schedule. Rates will remain in effect until December 31st of the Schedule year and any increases will be limited to 5% per annum in that and subsequent calendar years.

ARTICLE 1.6 MISCELLANEOUS

1.6.1 Statement of Jurisdiction: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.

1.6.2 In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

1.6.3 In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Agreement on behalf of Architect verifies Architect does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm association.

1.6.4 In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott

energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing the Agreement on behalf of Architect verifies Architect does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

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

OWNER

ARCHITECT

CITY OF ROUND ROCK, TEXAS

MCKINNEY YORK ARCHITECTS

By: _____
Mayor, Craig Morgan

By:  _____

Date: _____

Date: 5/21/2024 _____

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney



May 02, 2024

Hayden Schiller
Project Manager – Building Construction
General Services Division
212 Commerce Blvd
Round Rock, Texas 78664
Phone: 737-329-6596
Transmitted via email to: pschiller@roundrocktexas.gov

Re: City of Round Rock, Fire Station No. 10

Dear Hayden,

Thank you for the opportunity to provide you with this proposal for design services for the City of Round Rock (CORR), Fire Station Number 10. We value the relationship with Round Rock and the General Services Division.

Where this proposal references the **Agreement** or **Supplemental Agreement** it refers to an Agreement identical to that between McKinney York Architect and the City of Round Rock for Fire Station #1 dated May 12, 2022 except where exceptions are noted in this proposal.

Initial Information

- Project Description: The project is to make modifications to the City of Round Rock prototype fire station to suit the site selected for Fire Station Number 10 and implement minor adjustments and improvements. The current operative prototype is represented by the design for Fire Station Number 1 which is under construction. That station represents an evolution of the initial prototype station designed by Wiginton Hooker Jeffry P.C. Architects.
- Objective or Use: A Fire Station.
- Location: The project location is on the north side of East Old Settlers Blvd. immediately west of the Exxon at the corner of Old Settlers Blvd. and North Red Bud Ln., Round Rock, Texas. The site is approximately 3 acres.
- Owner's Program: The program shall be identical to that represented by the construction documents for Fire Station Number 1 (FS 1), drawings of which McKinney York Architects (MYA) has in possession, with the following program amendments.
 1. Site constraints require that the building be mirrored and rotated clockwise with respect to project north.
 2. Change siding to masonry on the elevation that will be facing Old Settlers. This was previously the side of the building. Consideration will also be given to reducing brick elsewhere in an approximately equivalent amount as is added, likely on the new rear elevation.

Exhibit "A"

3. Relocated building identification signage to the new street face.
4. Revisit the design/size of windows in the fitness area to make it appear more of a front façade and possibly add a decorative awning.
5. Relocate the meter and utility entrance from this new 'front face' – most likely around the corner to the west.
6. Relocate mechanical equipment that at FS 1 is outside the fitness room to a new location, most likely around the corner to the west.
7. Add a masonry screen wall to conceal the service entries, meters, and mechanical units that would otherwise be visible at the new front.
8. Consider potential water conservation that might inexpensively be implemented within the building plumbing systems.
9. Redesign the foundation per a new geotechnical report. The Owner will provide a geotechnical report with foundation and other structural recommendations as may be necessary.
10. Changes that were implemented during the construction of FS 1 will be incorporated into FS 10 CD's. Below are some notable field changes, but the full record of RFI's that resulted in changes affecting the work are in the Owner and Architect's possession.
 - a. Incorporate the service access platform for maintaining the stove vent hood or revise the route of the hood vent to eliminate the need for the platform.
 - b. Revisit the documentation of the fireproofing penetration of the truss and CMU wall or adjust the design to eliminate truss penetration through the CMU wall.
 - c. Light fixture mounting at truss beams in the Apparatus Bay.
 - d. Freezer: Accommodate a standalone freezer – possibly standup in lieu of chest type, since chest type is not ADA compliant. Consider commercial type refrigerator and freezer but electrical requirements shall stay within limits of the current emergency power panel design.
 - e. Gas bump-out/solenoids to be located up in the attic.
 - f. Unistrut between the doors in the Apparatus Bay to attach the bifold door operators.
 - g. Accommodate a path for the electrical to pass around the high beam in the tower, if feasible.
 - h. Add the loads to the emergency power-panel that were added in FS1 but stay within the limits of the current emergency panel and avoid a change size of the emergency service.
11. Unless instructed otherwise by the Owner, change eyebrow window and louvers associated with the Day Room/ Equipment Platform to achieve a steeper roof slope to allow a wider choice of roof colors.

Exhibit "A"

12. Unless instructed otherwise by the Owner, eliminate or reduce the pop-up and windows in the Apparatus Bay.
 13. Unless instructed otherwise by the Owner, change from in-swing to out-swinging bifold doors at the Apparatus Bay – this could require raising the roof plate height and making other modifications for the support of doors.
- Cost of the Work: The Cost of the Work plus the cost for construction of work designed by the Owner's other project design consultants collectively represents the Construction Cost. Based on the reported construction costs for Fire Station Number 1, and accounting for escalation in construction costs since that time, it is anticipated that the Cost of the Work (Construction Cost) may be approximately \$9,260,000. Of that, the building portion could be approximately \$7,640,000. The Site Work, Landscaping, and Utilities cost making up the remaining portion of the Construction Cost could be approximately \$1,620,000.
 - Procurement: The Owner intends to secure the contract for construction utilizing a Competitive Sealed Proposal (CSP) method.
 - Other Initial Information:
 1. Applicable Building Codes: The following Building Codes are reflected in the most current Prototype design. Changes to accommodate changes to these codes are explicitly excluded from the Architect's services.
 - 2015 International Building Code (2015 IBC) and Appendices.
 - 2015 International Fire Code (2015 IFC).
 - 2015 International Energy Conservation Code (2015 IECC).
 - 2015 International Mechanical Code (2015 IMC).
 - 2015 International Plumbing Code (2015 IPC).
 - 2023 National Electric Code (2023 NEC).
 2. Local Amendments to these Codes are in the Round Rock Code of Ordinances Part III (Zoning and Development Code); Chapter 8 (Zoning and Development Standards); Article X. (Buildings and Building Regulations). There are amendments to most of the codes, however, there are extensive amendments to the Electrical Code contained in Division 9.
 3. Applicable Land Development Regulations: Part III of the City of Round Rock Code of Ordinances.
 4. Sustainable Objectives: Code Requirements only.
 5. Reviews: There will be an initial review of the updated prototype by the General Services Division that will take place at a meeting during which CORR will provide all their comments on the updated plans. The General Services Division will provide a courtesy briefing on the plans to the users following that presentation, however, the users will not be allowed to comment. Following submittal of 95% CD's there will be a 3-workday period during which the CORR General Services Division and the users will review the CD's and provide final comments prior to the Architect completing the CD's.
 - Project Team:

Exhibit "A"

Architect's Representative(s):

Name: Patricia Hunt, Associate, AIA, RID, LEED AP

Title: Project Manager

Phone: 512-852-0283

Email: phunt@mckinneyork.com

Owner's Representative(s):

Name: Hayden Schiller

Title: Project Manager

Address: 212 Commerce Blvd., Round Rock, Texas 78664

Phone: 512-671-2890 (Office), 737-329-6596 (Mobile)

Email: pschiller@roundrocktexas.gov

Architect's Design Team (Consultants):

Structural Engineer: Structures PE, LLP

MEP Engineer: Aptus Engineering

Registered Accessibility Specialist: Not required at this stage.

Owner Provided Design and Specialty Consultants:

Civil: 2P Consultants

Landscape Architect / Irrigation Designer: Studio 16:19

Geotechnical and Material Testing: TBD

Geological and Environmental: TBD

Surveying: TBD

Responsibilities of the Parties

The Owner and the Architect shall reasonably cooperate with one another to fulfill all of their respective obligations required under this Agreement. Both parties shall endeavor during the full term hereof to maintain good working relationships among all members of the Project team.

Owner's Responsibilities: As described in 1.2.2 of the Agreement and in Article III of the Supplemental Agreement No. 1 to that agreement except as follows.

- The Owner shall grant Architect all permissions and authorizations to use the prototype fire station design necessary for the legal performance of all of the Architects services related to this Project.

Architect's Responsibilities: As described in 1.2.3 of the Agreement except as follows.

- In accordance with Texas CIVIL PRACTICE AND REMEDIES CODE § 130.0021, the Architect's services and those of the Architect's consulting engineers shall be performed with the professional skill and care ordinarily provided by competent architects or

Exhibit "A"

engineers, respectively, practicing under the same or similar circumstances and professional license (Standard of Care).

Terms and Conditions

The terms and conditions shall be as described in Article 1.3 of the Agreement except as follows.

The amount of reimbursable expenses included in the not-to-exceed sum for compensation is \$1500.

Scope of Services and Other Special Terms and Conditions

As described in Article 1.4 of the Agreement except as follows.

The scope of the Architect's services shall be those enumerated in the Supplemental Agreement No. 1 except as follows.

1. The Professional architectural services and design services are related to the following: City of Round Rock Fire Station Number 10.
2. Compensation shall be as described under the Compensation heading within this proposal letter.
3. Architect's Basic Services include only Architecture and Structural, Mechanical, Electrical, and Plumbing engineering.
4. The Structural Engineering services provided by the Architect shall be limited solely to those described in the STRUCTURESPE, LLP Professional Services Agreement Fee Proposal to AI York, Principal, McKinney York Architects dated 04/22/2024. The Mechanical, Electrical, and Plumbing Engineering Services provided by the Architect shall be limited solely to those described in the Aptus Engineering Proposal for Mechanical, Electrical, and Plumbing Engineering Design Services for Fire Station No. 10 | City of Round Rock to AI York, Partner, McKinney York Architects dated 04/17/2024.

Compensation

As described in Article 1.5 of the previous Agreement between the Owner and Architect for Fire Station #1 except as follows.

- Design Phase Services: Stipulated sum of \$11,200
- Construction Document Phase Services: Stipulated sum of \$108,000
- Procurement Phase Services: Stipulated sum of \$27,000
- Construction Phase Services: Stipulated sum of \$138,000

The Compensation above includes an amount of \$1,500 in total for reimbursable expenses.

Compensation for Architect's Additional Services: As negotiated and memorialized in supplemental agreement(s).

Exhibit "A"

Standard Hourly Rates: As indicated in Architect's 2024 Fee Schedule. Rates will remain in effect until September 30st of the Schedule year and any increases will be limited to 5% per annum in that and subsequent calendar years.

Miscellaneous Provision

Statement of Jurisdiction: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.

Project Interruptions: Because of substantial cost incurred by the Architect to stop and restart a project once it is underway, should the Project's progress be halted at any time for 60 or more days by the Owner, for any reason, a project restart fee of 5% of the total fee earned to date, shall be due and payable immediately.

Conclusion

We are looking forward to working with you on this project. If this proposal is acceptable to you, please return a signed copy of the Contract and Supplement to us for our signature. We are looking forward to working with you on this project.

Feel free to call if you have any questions.

Sincerely,



Charles A. York, FAIA

Principal, McKinney York Architects

Attach:

- MYA 2024 hourly rate schedule
- MYA 2024 reimbursable rate schedule
- Structures Proposal Letter dated 4/22/2024
- Aptus Proposal Letter dated 04/17/2024
- List of Possible expanded Services that are NOT included

cc: file

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas.

Texas Board of Architectural Examiners | PO Box 12337, Austin, TX 78711-2337
ph 512 305 9000 | www.tbae.state.tx.us



List of Possible expanded Services that are NOT included

- Programming.
- Multiple preliminary designs:
- Measured drawings:
- Existing facilities surveys:
- Site evaluation and planning:
 - Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.
 - Site Development Planning: Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.
 - Meetings and Presentations: Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
 - Site Analysis and Selection: Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.
 - Site Context: Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.
 - Utility Studies: Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission, and distribution lines.
 - Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.
 - Estimate of the Cost of the Work: Prepare a preliminary estimate of the cost of the work for the development of the site based on the Site Development Planning approved by the Owner.
 - Planning and Zoning Analysis: Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.
- Building Information Model management responsibilities
- Development of Building Information Models for post construction use
- Civil engineering
- Landscape Architecture
- Geotechnical Engineering
- Environmental Consulting
- Procurement Phase Services
- Construction Phase Services
- Warranty Phase Services
- Changes to designs to reduce costs

Exhibit "A"

- Value analysis
- Cost Estimating
- On-site project representation
- As-constructed record drawings
- Post-occupancy evaluation
- Facility support services
- Architect's coordination of, rather than with, the Owner's consultants
- Telecommunications/data design
- Security evaluation and planning
- Commissioning
- Sustainable Project Services
- Fast-track design services
- Multiple bid packages
- Historic preservation
- Furniture, furnishings, and equipment design
- Other services provided by specialty Consultants
- Graphics and Wayfinding
- Relocation planning
- Move management
- Modifications to the design to accommodate changes to code requirements

2024 Fee Schedule



| | |
|------------------------------|------------|
| Admin Coordinator | \$120/hour |
| Admin Mgr I | \$160/hour |
| Admin Mgr II | \$200/hour |
| Intern | \$100/hour |
| Designer I | \$115/hour |
| Designer II | \$125/hour |
| Architect III / Designer III | \$140/hour |
| Architect IV / Designer IV | \$155/hour |
| Architect V | \$175/hour |
| Architect VI | \$200/hour |
| Architect VII | \$235/hour |
| Architect VIII | \$270/hour |
| Architect IX | \$315/hour |
| Founding Principal | \$240/hour |
| Principal | \$325/hour |

Note: This fee schedule is effective through September 30, 2024. Rates will be adjusted annually to reflect changes in employee costs.

2024 Reimbursable Expenses Rate Schedule



In addition to the fee, the following will be invoiced as reimbursable expenses with applicable multiplier.

- In-house printing and plots
 - Black and White Copies* \$0.20 each
 - Color Copies* \$0.30 each
 - Transbond Plots/Copies* \$8.00 each
- Outsourced printing and plots
- Project travel to locations outside of the county of the MYA office providing services – *85% of standard hourly rates*
- Mileage - *current IRS Standard Mileage Rates* for travel outside county of the MYA office providing services.
- Postage, handling, and delivery charges
- Furniture and fixture purchases
- Attorney's fees & Architect's time for review and negotiation of agreements with third parties or lenders
- Other direct project expenses

Note: This rate schedule is effective through September 30, 2024. Rates will be adjusted annually to reflect changes in costs.

Exhibit "A"

**STRUCTURESPE, LLP
PROFESSIONAL SERVICES AGREEMENT
CITY OF ROUND ROCK FIRE STATION NUMBER 10**

April 22, 2024

Mr. Al York, FAIA, RID
Principal
McKinney York Architects
1301 E 7th Street
Austin, TX 78702
ayork@mckinneyork.com

Dear Al,

The following proposal outlines our project understanding and our proposed approach, services and fees for your project. This proposal serves as an indication of what you should expect from us as your structural engineers.

PROJECT DESCRIPTION

We understand the project to consist of the new City of Round Rock Fire Station 10 located at the intersection of Redbud and Old Settlers. Upon review of the architectural concept-6 drawing dated March 12, 2024 we understand project will include the following:

Fire Station Building

The Fire Station will be a 4-bay model, identical to Fire Station 1 that is currently under construction with the following exceptions.

- 1) Site constraints require that the building be mirrored.
- 2) Change siding to masonry on the elevation that will be facing Old Settlers (this was previously the back of the building). Brick veneer may be reduced elsewhere (likely on the new rear elevation).
- 3) Move signage to the new street face.
- 4) Revisit design/size of windows in the fitness area to make it appear more of a front façade and possibly add a decorative awning.
- 5) Relocate mechanical equipment that at FS 1 is outside the fitness room to a new location, most likely around the corner to the west.
- 6) Add a masonry screen wall to conceal the service entries, meters, mechanical units that would otherwise be visible at the new front.
- 7) Redesign Foundation per new geotechnical report (borings have been ordered).

Other possible changes to be considered depending on the design cost to implement each.

- 1) Change eyebrow window and louvers associated with the dayroom to achieve a steeper roof slope so we can have a greater choice of roof colors.
- 2) Eliminate or reduce pop up windows in apparatus room
- 3) Change from in swing to out swinging bifold doors at apparatus room – this could require raising plate height and making other modifications for support of doors

Miscellaneous Structures

- Light pole foundations
- Foundations for exterior generators and transformers
- Foundations and enclosures for dumpster facility

Geotechnical Information Submitted

- No geotechnical information provided at the time of this proposal

Exhibit "A"

STRUCTURESPE, LLP PROFESSIONAL SERVICES AGREEMENT CITY OF ROUND ROCK FIRE STATION NUMBER 10

Delegated Design Items

The following items will be designed by specialty engineers for the project:

- Cold formed metal framing

Project Budget and Schedule

- Construction budget is estimated at \$9,250,000.00
- Duration of design is approximately 3 months
- Estimated construction schedule is approximately 12 months

PROPOSED STRUCTURAL ENGINEERING SERVICES

Based on the project description and anticipated structural approach the scope of our services includes:

Basic Services

Design Phase

- Participate in one initial concept meeting with the project design team and key stakeholders in Austin, Texas
- Review site and project requirements
- Assist in coordination of structural systems with systems used by the architect and other consultants
- Attend up to two team design phase coordination web conference meetings.
- Prepare structural design development drawings with Revit software using the compatible architectural electronic backgrounds or building information models for the following:
 - Foundation plans
 - Framing plans
 - Lateral bracing plans
 - Sections and details
 - Bracing system details
 - Material schedules
 - General structural notes
- Submit design drawings in pdf format at set deliverable stages
- Submit Revit models at set deliverable stages
- Establish material testing and inspection requirements for structural items
- Submit specifications for structural systems in Microsoft Word or pdf format

Bidding and Negotiation

- Clarify structural drawings
- Prepare addenda and RFI responses
- Review submitted construction cost information for structural components

Construction Administration

- Participate in pre-construction conferences
- Prepare addenda and RFI responses
- Review shop drawings and submittals
- Clarify plans
- Project correspondence during construction
- Make a maximum of 3 periodic site visits for general site observations
- Provide as-built documents based on information provided by the general contractor

Exhibit "A"

STRUCTURESPE, LLP PROFESSIONAL SERVICES AGREEMENT CITY OF ROUND ROCK FIRE STATION NUMBER 10

Building Information Model Level of Development

The level of development of our building information models will have model elements graphically represented as a specific system, object, or assembly in terms of quantity, size, shape, orientation, and interfaces with other building systems for the primary structural components. Miscellaneous structural items that include, but not limited to: steel lintels, steel framing around openings, beam bracing, connection plates, anchoring, concrete reinforcing steel, and stud wall framing will not be modeled. These items will be indicated on plans and/or details. Delegated design items or specified proprietary structural items provided in our models are graphical representations only and may not accurately depict the delegated designer's or manufacturer's product. Major openings that are 12 inches or larger on a given side or diameter and floor depressions provided in the architectural or MEP models that have a sufficient level of development will be included. Other smaller miscellaneous openings through structural assemblies such as from plumbing or electrical penetrations will not be modeled. Additional fees are required should you request that structural models exceed the proposed level development.

Structural Design Criteria

The basis of design of all structural components for strength, serviceability, and deflection requirements serves to satisfy the minimum requirements set forth in the current edition of the International Building Code, IBC, unless we are notified of more stringent criteria required.

POTENTIAL ADDITIONAL SERVICES

Additional services are a result of unforeseen project demands and include but are not limited to the following:

- Changes to the scope of the project that require additional work than budgeted for based on the submitted information
- Changes to substantially completed and coordinated work as a result of architectural or other consultant revisions. Changes are considered items that alter the structural components that require redesign efforts for items that have been previously coordinated and considered substantially complete.
- During construction, the required redesign or revisions to completed structural drawings due to unknown existing conditions
- Work associated with revising the design and/ or documents to accommodate requested alternate structural systems
- Consultation, review or design associated with non-structural elements and their attachments or redesigning previously engineered elements
- Work required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors
- Delays in the design or construction schedule that exceed 90 days

SERVICES EXCLUDED FROM BASIC SERVICES (BUT NOT LIMITED TO)

- Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls with less than four feet of retained earth, and bollards unless specifically included above.
- Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
 - Performance specified steel framing
 - Cold-formed metal framing at the exterior and interior conditions
- BIM modeling of miscellaneous and minor structural items as noted above

Exhibit "A"

STRUCTURESPE, LLP PROFESSIONAL SERVICES AGREEMENT CITY OF ROUND ROCK FIRE STATION NUMBER 10

- Geotechnical investigations and material testing
- Design of a structural slab system for the ground floor
- Detailing or specification of waterproofing or dampproofing. Structures PE, LLP may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents
- Construction Administration:
 - Additional structural observations or site visits beyond the number listed above
 - Review of formwork and shoring drawings
 - Updating or provision of the BIM model for construction coordination
- Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code)
- Assistance with the permitting process

PROPOSED FEE

Fee for Basic Services

Structures will provide the described basic services for a flat fee of **\$37,900.00**.

We will invoice towards the project based on the following phases unless agreed to otherwise:

| | |
|----------------------------------|-------------|
| Design..... | \$15,000.00 |
| Bidding and Negotiation..... | \$2,900.00 |
| Construction Administration..... | \$20,000.00 |

Estimated Fees for Potential Changes to the previous design of Fire Station Number 1:

| | |
|--|------------|
| Change eyebrow window and louvers..... | \$2,000.00 |
| Eliminate or reduce pop up windows in apparatus room..... | \$2,000.00 |
| Change from in swing to out swinging bifold doors at apparatus room..... | \$6,000.00 |

Foundation Consideration

This basic fee is based on a conventional grid stiffened concrete slab on grade foundation system. In the event that a soils investigation requires a suspended foundation system or any system other than a conventional type foundation system, the basic fee shall be renegotiated.

Fee for Additional Services

Fees for additional services provided will be billed at the hourly rates described under the Billing/Payments section of this proposal.

Reimbursable Expenses

Reimbursable Expenses include expenses incurred by Structures in the interest of the project and will be billed in addition to the proposed fee.

- Mileage

Exhibit "A"

STRUCTURESPE, LLP
PROFESSIONAL SERVICES AGREEMENT
CITY OF ROUND ROCK FIRE STATION NUMBER 10

BILLING/PAYMENTS

Hourly Rates

Hourly rates are subject to change on an annual basis.

| | |
|-------------------------------------|-----------------|
| <i>Principal</i> | <i>\$225/hr</i> |
| <i>Associate Principal.....</i> | <i>\$200/hr</i> |
| <i>Sr. Project Manager</i> | <i>\$185/hr</i> |
| <i>Project Manager.....</i> | <i>\$170/hr</i> |
| <i>Project Engineer.....</i> | <i>\$155/hr</i> |
| <i>Engineer in Training II.....</i> | <i>\$145/hr</i> |
| <i>Engineer in Training I.....</i> | <i>\$135/hr</i> |
| <i>Designer.....</i> | <i>\$135/hr</i> |

Invoices

On the second week of each month, we will invoice towards fees based upon the completion of services.

This proposal is valid until **December 31, 2024**. We look forward to the opportunity to work with you. If you have any questions regarding our proposal, please contact us.

Sincerely,



Dante Angelini, P.E.
Principal



April 17, 2024

Proposal No. P24-047

Mr. Al York, AIA
Partner
McKinney York Architects
1301 East Seventh Street
Austin, TX 78702

Re: Proposal for Mechanical, Electrical and Plumbing Engineering Design Services for
Old Settlers Fire Station - Fire Station No. 10 | City of Round Rock

Dear Al,

We appreciate the opportunity to submit the proposal for Mechanical, Electrical and Plumbing (MEP) Engineering Design Services in reference to the above-mentioned project. Based on the email description dated April 11, 2024 along with preliminary site layout, we understand that the project consists of:

1. The Fire Station will be a 4-bay model, approximately 14,000 SF, identical to Fire Station 1 that is currently under construction with the following exceptions.
 - a. Site constraints require that the building be mirrored.
 - b. Change siding to masonry on the elevation that will be facing Old Settlers
 - c. Move signage to the new street face.
 - d. Revisit design/size of windows in the fitness area to make it appear more of a front façade and possibly add a decorative awning.
 - e. Relocate the meter and utility entrance from this new 'front face' – most likely around the corner to the west.
 - f. Relocate mechanical equipment that at FS 1 is outside the fitness room to a new location, most likely around the corner to the west.
 - g. Add a masonry screen wall to conceal the service entries, meters, mechanical units that would otherwise be visible at the new front.
 - h. Water conservation is a new policy directive from City Manager.
 - i. Changes that were implemented during construction of FS 1 would be incorporated into FS 10 CD's plus any design adjustment stemming from the RFIs. Below is some notable field changes:
 - i. Among the changes is a recent one coming from an inspector who is requiring a working platform for cleaning the grease filter in the exhaust vent coming from kitchen hood. We would either incorporate the platform as we are doing at FS 10, or revise route of hood vent to eliminate the need for the platform.
 - ii. Light fixture mounting at beams.
 - iii. Freezer: they want a standalone freezer– possibly standup in lieu of chest type since chest type is not ADA compliant. We may consider commercial type refrigerator and freezer and will need to be careful to stay within limits of the



emergency power panel.

- iv. Gas bump-out/solenoids up in the attic
- v. Accommodate a path for the electrical to pass around the high beam in the tower.
- vi. Need to add things to the e-panel that were added in FS3 but stay within limits of emergency panel – do not want to change size of emergency service.
- j. Other possible changes to be considered depending on the design cost to implement each. Include a separate line item in your proposal for each of these.
 - i. Change eyebrow window and louvers associated with the dayroom to achieve a steeper roof slope so we can have a greater choice of roof colors.
 - ii. Eliminate or reduce pop-up windows in apparatus room
 - iii. Change from in swing to out swinging bifold doors at apparatus room – this could require raising plate height and making other modifications for support of doors

2. Construction Budget is estimating to be between \$8.6 – 9.25M

We propose to provide the MEP design and construction administration service as described below.

Upon your review of this proposal, we would appreciate the opportunity to discuss with you to review and further clarify the project and scope as presented. We look forward to assisting you in the development of this project. Please call or email us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sujay Regmi".

Sujay Regmi, PE
Managing Principal



Based on our understanding of the project scope, we propose to provide the following specific services:

A. Basic Services shall consist of the following:

1. Design Phase

- a. Site Investigation including tour of existing site.
- b. Modify prototype design to incorporate any changes made during construction of previous project and owner requested changes.

2. Construction Document Phase

- a. Review of existing site conditions.
- b. Review applicable codes.
- c. Compile design criteria and system descriptions upon review of Owner's preliminary information defining requirements.
- d. Coordinate space requirements and weights for MEP systems.
- e. Prepare a typical layout for:
 - i. HVAC
 - ii. Lighting
 - iii. Power
 - iv. Plumbing
- f. Prepare system flow charts and risers.
- g. Utility company coordination.
 - i. Determining the utility company equipment and service requirements at building. This coordination pertains to point of service requirements on the building and anticipated loads. It does not include coordination of easements and design of the site utility systems.
 - ii. Coordination with Oncor for Transformer. Transformer and electrical Service.
 - iii. Two meetings with each utility company to present the plans and coordinate their required equipment provisions.
- h. Coordinate with the civil engineer for water, sanitary and storm sewer, and fire main services.

3. Bidding / Negotiation / Permitting Phase

- a. Submit drawings to authorities having jurisdiction for approval other than permitting.
- b. Revise drawings to address the building permit review comments.
- c. Attend City Permit Review Meeting.
- d. Incorporate any design changes made as part of the contractor's input
- e. Issue final construction document. Scope does not include design modifications as a result of the value engineering after the permit set has been issued.



5. Design Meetings

- a. Meetings during the design phases are limited to 10 meetings, for the purposes of coordinating design criteria and are limited to a maximum of 2 hours each.

6. Construction Administration Phase

- a. Review submittals for equipment and systems as required by the specifications.
- b. Provide site visits, during construction and prepare field reports documenting conditions. We have budgeted Three (3) site construction visits and Two (2) punch list visit.

B. Design Services shall consist of the following:

1. Electrical Distribution System including,

- a. Customer's electrical service entrance,
- b. Oncor Transformer and secondary service
- c. 120/208V interior power distribution in core/public area,
- d. Building exterior/facade lighting,
- e. Exterior signage illumination,
- f. Interior lighting and switch layout,
- g. Power to landscape and irrigation systems, if applicable,
- h. Surface Parking and Site Lighting,
- i. Emergency Backup Generator.

2. Heating, Ventilation, and Air Conditioning System including,

- a. Dedicated Outside Roof Top Air Pretreatment Air Handling Units.
- b. Air Handler Units and associated controls including, supply and return air distribution ductwork plans with sizes and schedules.
- c. Point of use air conditioning systems for it/server rooms (if required),
- d. Restroom exhaust,
- e. Building HVAC automation system.
- f. Mechanical Specification.

3. Plumbing System including,

- a. Incoming water service (to five (5) feet outside the building),
- b. Sanitary and vent piping,
- c. Domestic hot and cold water piping,
- d. Natural gas piping,
- e. Roof storm drains,
- f. Water softener system,
- g. Solo Washing Machine.

4. Fire Protection System



- a. Performance specifications and fire entry/standpipe location.
- b. Note that actual fire pump selection, sprinkler piping and head design/layout by Fire Sprinkler Contractor and is not included in the scope.

5. Fire Alarm System

- a. Performance specification and Fire Alarm Control Panel Location.
- b. Note that Fire Alarm Design and Device Layout by Fire Alarm Contractor and is not included in the scope.

6. Mechanical and Lighting ComCheck

- a. Completion of required mechanical and lighting energy performance compliance forms

7. Deliverables to include:

- a. Design Phase Document
- b. 75% CD Progress Set
- c. Permit Set
- d. Final Construction Document

C. Reimbursable Expenses

The following expenses are in addition to basic services and additional services compensation and will be invoiced at Cost:

1. Out of pocket expenses such as air fare, lodging, courier and mileage expenses.
2. Reproduction of construction documents.

D. Compensation

We propose to provide the specific services described above as follows:

| | Fee Basis | Basic | Ex Itm 1 | Ex Itm 2 | Ex Itm 3 |
|---|-----------|--------------------|-------------------|-------------------|-------------------|
| A&B. Basic and Design Services | | | | | |
| 1. Construction Documents | Lump Sum | \$24,000.00 | \$2,000.00 | \$2,000.00 | \$1,000.00 |
| 2. Permitting | Lump Sum | \$15,000.00 | \$500.00 | \$500.00 | \$500.00 |
| 3. Construction Phase Services | Lump Sum | \$18,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| SUB-TOTAL (A & B) | | \$57,000.00 | \$3,500.00 | \$3,500.00 | \$2,500.00 |
| C. Reimbursable Expenses | Cost | | | | |

E. Project Approach

1. MEP design services will commence upon execution of a professional service agreement. MEP drawings will not start until the architectural plans are final and approved by the Owner.
2. We will coordinate with the Architect to define the schedule for the project and completion of construction documents.
3. Any client driven changes after 100% construction documents have been submitted will be performed at an hourly fee.



4. Progress drawings will be made available electronically for review and coordination with the Architect and Owner.

F. Additional Services

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the project after we begin our design services. Work outside the scope of services described above will be considered as an additional service and our design services shall commence only after a written approval by your office.

Additional services and assumptions include, but are not limited to the following

- Revisions to previously performed work as a result of changes to the original design criteria.
- Preparation of Construction Documents for alternates.
- Detailed Estimates of Construction Cost.
- Additional job site visits requested by Client.
- Attendance at meetings as requested by Client other than those described in the proposal.
- Increased services resulting from changes/increases in Project scope or scope resulting from Project assumptions as defined in the proposal which prove to be incorrect.
- Review of shop drawing or submittal data in addition to the services defined in the proposal.

Work provided outside the above scope of services will be provided at our standard hourly rate in accordance with Attachment "A. Rates will remain in effect until December 31st of the Schedule year and any increases will be limited to 10% per annum in that and each subsequent calendar years.

G. Payments

Progress invoices will be issued monthly and are due within 30 days of receipt. Monthly interest of 1.0% will be charged on outstanding invoices 30 days or more past due. All applicable taxes are not included in the fee amounts presented above and will be added to invoices as applicable.

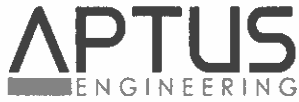
H. Clarifications

Scope clarifications include:

- Architectural backgrounds will be provided by the Architect in AutoCAD or Revit.
- All MEP drawings will be created using AutoCAD or Revit.
- Symbols for locations of low voltage devices will be shown on the MEP plans. However, low voltage electrical systems (such as telecommunications, security, and cable TV) cabling and systems design will be provided by others.
- Lighting design for all public spaces, landscape and hardscape including fixture data sheets and layout in CAD format shall be provided by the Architect, Interior Designer, or Landscape Architect.
- Other than the electric service utility plans and raceway for telecommunication and CCTV, all other site utilities such as natural gas, water, sanitary, and storm water shall be provided by others.

I. Exclusion

- Building permitting services is excluded. We shall support the permit process by responding to the City's permit comments.



- Design of sub-surface drainage systems. Storm, sanitary sewer, domestic water, and fire protection piping beyond 5'-0" outside of building perimeter.
- Design of low voltage data or communications cabling/system, security and access systems.
- Design of public address systems or audio/visual systems.
- Design of parking systems or access systems for the parking garage.
- Light Fixture selection and layout for Exterior building and landscape Interior building.
- Design of rainwater collection system and/or gray-water systems.
- Design of PV system.
- Building Commissioning is excluded.
- LEED Certification is not included.
- Energy Model is not included.

Exhibit "A"



List of Possible expanded Services that are NOT included

- Programming
- Multiple preliminary designs:
- Measured drawings:
- Existing facilities surveys:
- Site evaluation and planning:
 - Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.
 - Site Development Planning: Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.
 - Meetings and Presentations: Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
 - Site Analysis and Selection: Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.
 - Site Context: Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.
 - Utility Studies: Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission, and distribution lines.
 - Environmental Studies: Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.
 - Estimate of the Cost of the Work: Prepare a preliminary estimate of the cost of the work for the development of the site based on the Site Development Planning approved by the Owner.
 - Planning and Zoning Analysis: Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.
- Building Information Model management responsibilities
- Development of Building Information Models for post construction use
- Civil engineering
- Landscape Architecture
- Geotechnical Engineering
- Environmental Consulting
- Procurement Phase Services
- Construction Phase Services
- Warranty Phase Services
- Changes to designs to reduce costs

Exhibit "A"

- Value analysis
- Cost Estimating
- On-site project representation
- As-constructed record drawings
- Post-occupancy evaluation
- Facility support services
- Architect's coordination of, rather than with, the Owner's consultants
- Telecommunications/data design
- Security evaluation and planning
- Commissioning
- Sustainable Project Services
- Fast-track design services
- Multiple bid packages
- Historic preservation
- Furniture, furnishings, and equipment design
- Other services provided by specialty Consultants
- Graphics and Wayfinding
- Relocation planning
- Move management
- Modifications to the design to accommodate changes to code requirements