

EXHIBIT

"A"

**City of Round Rock Agreement
for Architectural Services for
City of Round Rock
Public Safety Training Center Phase 2
With
Brinkley Sargent Wiginton 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:

Brinkley Sargent Wiginton Architects
1005 E St. Elmo Building 8
Austin, Texas 78745
512-610-4700

For the following Project:

Public Safety Training Center Phase 2

Professional architectural services and design services related to the Public Safety Training Center Phase 2.

See attached Exhibit "A," incorporated herein by reference for all purposes.

Professional services for this Project shall include but not be limited to, Programming, Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Observation.

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. 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:

Public Safety Training classroom, training, admin, and Emergency Vehicle Operations Course (ECOV).

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

See attached Exhibit "A."

1.1.2.2 The physical parameters are:

2801 N. Mays St., Round Rock, Texas. See attached Exhibit "A."

1.1.2.3 The Owner's Program is:

The program of development shall include but not be limited to the following elements: Confirm Project Program and Space Requirements, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase and Construction Administration Phase. The tasks performed as a part of each element shall be as stated in Exhibit "A," attached hereto and incorporated herein for all purposes. The parties agree that elements or portions thereof, may be omitted by the Owner for reasons including meeting the Project budget and Project requirements.

Schedule

Initial proposed schedule for the Project is incorporated in the attached as Exhibit "B," incorporated herein by reference for all purposes. The Architect will maintain a detailed project schedule in Microsoft Project or in an alternative format approved by the Owner throughout the duration of the Project which will also be attached as a part of Exhibit "B."

1.1.2.4 The financial parameters are as follows:

1. The Fee Schedule relative to this Agreement is set forth in Exhibit "C," 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 sum not to exceed **One Million Thirteen Thousand Twenty-Five and No/100 Dollars (\$1,013,025.00)**. Said sum is a fixed not-to-exceed amount and shall be paid as delineated in the attached Exhibit "C" which is incorporated herein by reference for all purposes. Such not-to-exceed sum includes amounts paid for Architect's services; for consultant fees for MEP engineers, structural engineers, civil engineers, and ADA consultants as needed; and for reimbursable expenses as set forth in Section B below.

B. Reimbursable Expenses Allowance

Payment for reimbursable expenses, including administrative charges and out-of pocket expenses, shall not exceed the maximum sum of **Twenty Thousand and No/100 Dollars (\$20,000.00)**, and such amount is *included* in the not-to-exceed total fee of **\$1,013,025.00**.

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 and shall be incorporated in Exhibit "B." Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

1.1.2.6 The proposed procurement or delivery method for the Project is: Competitive Sealed Proposal

Professional services such as architectural/engineering will be engaged by negotiated contract.

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

Matthew Smith, Project Manager
City of Round Rock
212 Commerce Blvd.
Round Rock, Texas 78664

1.1.3.2 The Owner's consultants and contractors are:

Architect of Record / Prime Firm:

Denny Boles, AIA, LEED, AP

Consultants:

To be submitted to Owner and approved by Owner and as set forth in Exhibit "D," attached hereto and incorporated herein by reference for all purposes.

1.1.3.3 The Architect's Designated Representative is:

Denny Boles, President
1005 E St. Elmo Building 8
Austin, Texas 78745
512-610-4700

1.1.3.4 The consultants retained at the Architect's expense shall be submitted to and approved by Owner.

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 fully 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 Facility Program, 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.

1.2.3 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, in attached and accompanying documents, in supplemental documents, and in related documents.

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. 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 initially shall be consistent with the time periods established in Exhibit "B" and 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.

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; by execution of 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. 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.

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 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 Architect shall, within thirty (30) calendar days from receipt of final-as-built mark-ups from the contractor, deliver to the Owner the reproducible Record Drawings and Record Specifications as described supplementally herein. In addition, the Architect shall submit originals of all documents listed under Section 1.3.2.1 modified to actual as-built conditions as provided by the General Contractor.

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 In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or 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 that Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

1.3.7.9 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 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 this Agreement on behalf of Architect does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

1.3.7.10 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 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 this 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.

1.3.7.11 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.

1.3.7.12 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 nine (9) of the Contract.

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 satisfactorily 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. 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 without restriction on future use. 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 \$20,000.00, 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" Scope of Services
Exhibit "B" Schedule
Exhibit "C" Fee Schedule and Billing Rates
Exhibit "D" Consultant Proposals
Exhibit "E" Special Terms and Conditions

"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 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.

Additional Special Terms and Conditions are set forth in Exhibit "E," attached hereto and incorporated herein by reference for all purposes.

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.

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

OWNER

CITY OF ROUND ROCK, TEXAS

By: _____
Mayor, Craig Morgan

Date: _____

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

ARCHITECT

BRINKLEY SARGENT WILKINSON
ARCHITECTS

By: _____
DANIEL DAVIS

Date: JANUARY 31, 2024



Exhibit "A"

Architect Proposal Prep

Project Title: Public Safety Training Center Phase 2

Date: 3/22/2023 **Revision Date:** 8/31/2023

Prepared by: Richard Will, Building Construction Manager

Scope:

Agreed upon scope statement, statement of work, and charter.

1. Main building classroom expansion and Fire Admin "bull pen" expansion
 - a. Concerns secure access to exist now
 - b. 200 people occupancy classroom
 - c. FD double admin square footage
 - d. AV add Teams to AV package
2. Building 42 classroom
 - a. Fiber network connectivity
 - b. AV package for meeting rooms
 - c. 30 people capacity each classrooms
 - d. 2 classrooms
 - e. Interior appearance not cmu
 - f. Exterior appearance match main building
 - g. No lockers, no showers
 - h. Need restroom
 - i. Need bathrooms
 - j. Need storage for table/chairs
 - k. Small breakroom inc coffee, counters, maybe vending
3. EVOC driving track
 - a. Revisit driving track design.
 - b. 80 mph max speed
 - c. Round about possible
 - d. Red/green light etc
4. Extrication Pad
 - a. Possible design solutions for extrication prop vehicles
5. Generation
 - a. Emergency generator backup for main building
6. Other (budget allows)
 - a. Drainage for skills pad
 - b. Hallway trophy case re-design

Delivery Method for Project

1. CSP

Instruments of Service (Agreement Section 1.3.2)

1. This will be a big deal for the City and is sticking point with most Architects. Our stance, once we pay for it, we own. We will never recreate or rebuild the construction documents but want to maintain all CAD and REVIT files at design intervals and at the end of the project.

Exhibit "A"



Architect Proposal Prep

Architectural and Design basic, additional, and excluded services listed and selected or denied for project

1. Architectural
2. Civil Engineer- Track design
3. Structural Engineer – Consultant under Architect
4. MEP Engineer- Consultant under Architect
5. AV/IT/Data Engineer- Consultant under Architect
6. Registered Accessibility Specialist- needs to be included in Architect scope
7. Cost Estimator- included in Architect Scope
8. Commissioning – CX Eng included in Architects scope
9. Exclusions:
 - a. Civil permitting and drainage 2P Consultants contract directly by City coordination required
 - b. Licensed Surveyor- Contracted by City
 - c. Landscape Architect
 - d. Fire Sprinkler Engineer (Consultant)

Define Level of Development for Documents (ASP 1.2)

1. Propose design doc LOD

Document Management

1. Propose Submittal and RFI document management system

Surveying, Platting, Zoning

1. CORR will discuss will Civil Engineer

Programming/ Planning

1. online meetings encouraged, propose number of meetings

Design Phase Services

1. On the Civil side a pre- submittal, 30,60, 90, 100 review is typical
2. on the building side I would account for at least 3 meetings with the Building Official
3. each City (Planning and Building Official) review duration could be up to 30 days

Construction Administration Services

1. Architect attend Bi-weekly OAC meeting *frequency could vary at stages of construction
2. Site visits by Architect and Engineers, identify unit price for additional site visits
3. Submittal, Shop Drawing, Request for Interpretations, identify time for response
4. Include site visits for consultants
 - a. Structural – 5 visits
 - b. MEP- 5 visits
 - c. Technology- 3 visits
 - d. Or as recommended

Project Closeout

1. Substantial completion walks
2. Letters of concurrence
3. Review and accuracy of O&M's and Closeout information



Exhibit "A"

Architect Proposal Prep

Record Documents Services

1. One set BIM Deliverables (Contractor, if applicable)
2. One set REVIT/ CAD format
3. One set Enumerated PDF's format

Cost Estimate Submittals

1. Schematic
2. Design Development
3. Construction Documents
4. Or recommended

Contractor Change Orders

1. Architect review and approval of Contractor Change Orders

Warranty Period

1. Services provided
2. Warranty walk - 11 month

Schedule:

Project Schedule

1. Design Schedule
2. Assume Council Award of Agreement on October 26th
3. Anticipated Construction duration

Cost:

Project Budget (Total Project including soft costs and construction)

1. Main Building Expansion, Track, and Classroom Building \$11 Million
2. Generator (other) \$2 Million

Architect Contract

1. Lump sum – initial proposal lump sum not to exceed
2. Definitive estimate for services – additional unit or hourly prices
3. List additional or other services as line item costs

Fee schedule

1. Programming/ Schematic Design 15%
2. Design Development 25%
3. Construction Documents 35%
4. Construction Administration 20%

Exhibit "A"



Architect Proposal Prep

5. Project Closeout 5%

Reimbursable

1. Propose not to exceed reimbursable amount associated with contract
2. OR include all reimbursables in not to exceed contract amount

Team

Team Member

1. Propose and list key Architects, Engineers, and Consultants



RRPSTC - VOLUME 1 SITE PACKAGE

Architect: Robert Sargent Winkler Architects
 1775 W. 14th St.
 Fort Worth, TX 76102
 Phone: 817.454.4471
 Fax: 817.454.4472
 Email: info@rsww.com
 Project: RRPSTC - Volume 1
 Date: 12/15/2023

LEGEND

- (A) ADMIN / TRAINING
REF. VOLUME 2
- (B) FIRING RANGE
REF. VOLUME 2
- (C) WAREHOUSE / TRAINING
REF. VOLUME 2
- (D) POLICE TRAINING VILLAGE
REF. VOLUME 3
- (E) FIRE TRAINING VILLAGE
REF. VOLUME 4
- (F) SKILLS PAD
REF. VOLUME 1
- (G) EVOC (ALTERNATE 1)
REF. VOLUME 1
- (H) SWIFT WATER RESCUE (ALTERNATE 2)
REF. VOLUME 1
- (1) MAIN BUILDING
(CLASSES/WAREHOUSE)
- (21) ONE-STORY (1,908 SF)
- (22) ONE-STORY WITH GARAGE
(1,476 SF)
- (23) TWO-STORY WITH GARAGE (3,324 SF)
- (24) TWO-STORY ZERO LOT WITH
GARAGE (2,624)
- (25) TWO-STORY ZERO LOT WITH
GARAGE (2,624)
- (26) ONE-STORY WITH GARAGE (2,798 SF)
- (31) OUTDOOR CLASSROOM &
SHARED STORAGE
- (41) FIRE TOWER
- (42) FIRE WAREHOUSE (ALTERNATE 4)
- (43) FIRE APARTMENT
- (44) FIRE HOUSE
- (45) CONFINED SPACE & TRENCH
RESCUE
- (46) FUEL SPILL

PARKING LEGEND

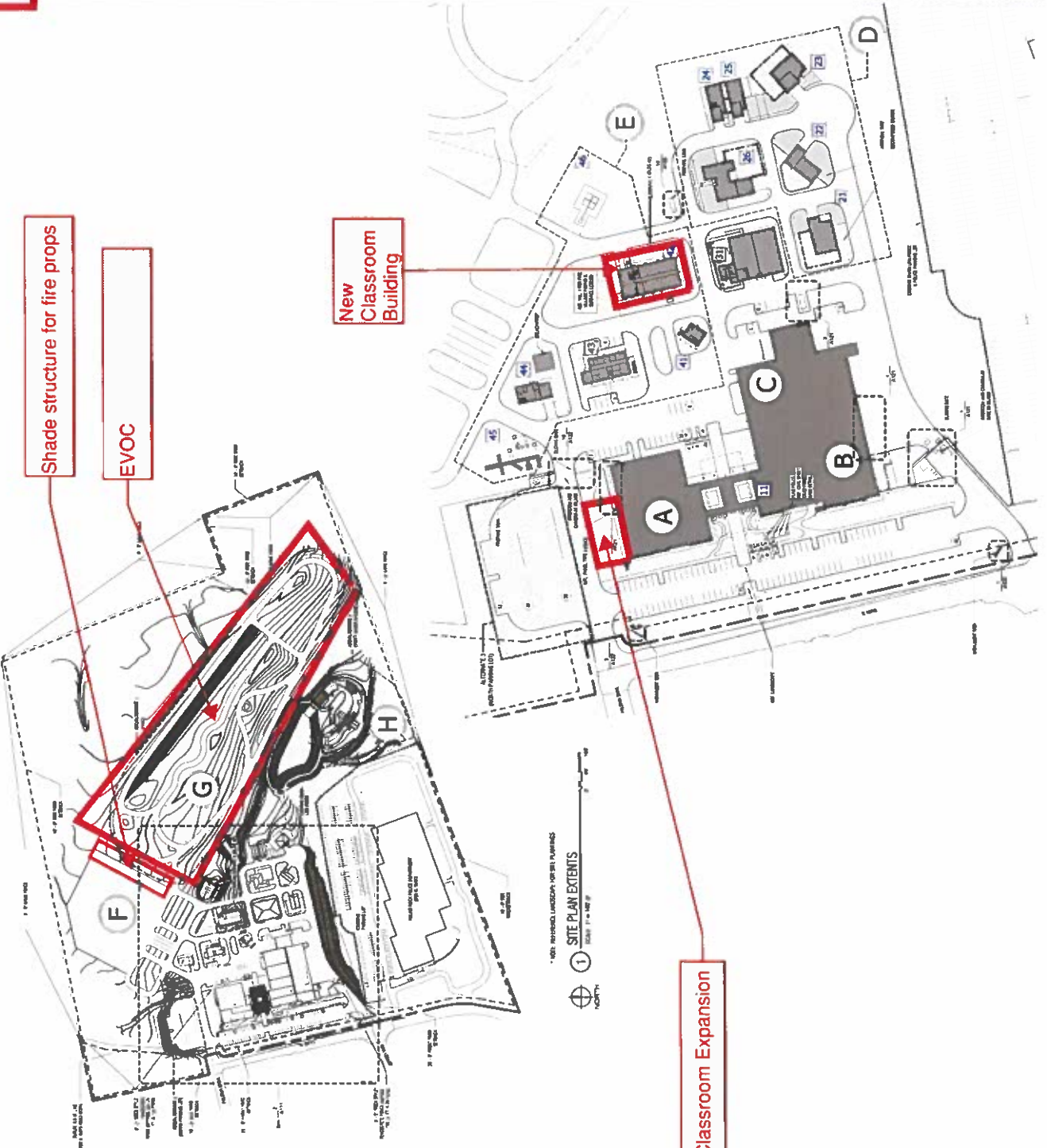
- 100 SPACES
- 50 SPACES
- 25 SPACES
- 10 SPACES
- 5 SPACES
- 2 SPACES
- 1 SPACE

SIGN LEGEND

- (A) ADVANCE WARNING SIGN
- (B) NO PARKING SIGN
- (C) NO STOPPING SIGN
- (D) NO LEFT TURN SIGN
- (E) NO RIGHT TURN SIGN
- (F) NO U-TURN SIGN
- (G) NO VEHICLE SIGN
- (H) NO TRUCK SIGN
- (I) NO MOTORCYCLE SIGN
- (J) NO BICYCLE SIGN
- (K) NO SKATEBOARD SIGN
- (L) NO WHEELCHAIR SIGN
- (M) NO STROLLER SIGN
- (N) NO CART SIGN
- (O) NO TRAILER SIGN
- (P) NO BOAT SIGN
- (Q) NO CANOE SIGN
- (R) NO KAYAK SIGN
- (S) NO SUP SIGN
- (T) NO Paddleboard SIGN
- (U) NO Surfboard SIGN
- (V) NO Windsurfing SIGN
- (W) NO Windsurfer SIGN
- (X) NO Windsurfer Sign
- (Y) NO Windsurfer Sign
- (Z) NO Windsurfer Sign

POLICE TACTICAL LEGEND

- DECOMPOSED GRANITE
- ARTIFICIAL TURF
- 6" WOOD FENCE
- CHAIN LINK FENCE



Shade structure for fire props

EVOC

New
Classroom
Building

Classroom Expansion

* SEE REFERENCED LEGENDS FOR ALL PLUMBING

1 SITE PLAN EXTENTS

1" = 100' 0"

NORTH

2 SITE PLAN
1" = 100' 0"

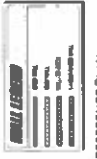
NORTH



MRPSTC - VOLUME 2 MAIN BUILDING

2801 N. MARY, ROUND ROCK, TX 78664

Architect: Bessley Rogers Wilson Architects (773) 340-0700
Client: Mont. College & Associates, Inc. (773) 330-0111
Sponsor: Mont. College & Associates, Inc. (773) 330-0111
R/W: 123.456
Paved: 45.678
Site: 123.456



LEVEL 1 - REFERENCE PLAN
Scale: 1/8" = 1'-0"

1.00	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	1.12	1.13	1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.38	1.39	1.40	1.41	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51	1.52	1.53	1.54	1.55	1.56	1.57	1.58	1.59	1.60	1.61	1.62	1.63	1.64	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.76	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84	1.85	1.86	1.87	1.88	1.89	1.90	1.91	1.92	1.93	1.94	1.95	1.96	1.97	1.98	1.99	2.00	2.01	2.02	2.03	2.04	2.05	2.06	2.07	2.08	2.09	2.10	2.11	2.12	2.13	2.14	2.15	2.16	2.17	2.18	2.19	2.20	2.21	2.22	2.23	2.24	2.25	2.26	2.27	2.28	2.29	2.30	2.31	2.32	2.33	2.34	2.35	2.36	2.37	2.38	2.39	2.40	2.41	2.42	2.43	2.44	2.45	2.46	2.47	2.48	2.49	2.50	2.51	2.52	2.53	2.54	2.55	2.56	2.57	2.58	2.59	2.60	2.61	2.62	2.63	2.64	2.65	2.66	2.67	2.68	2.69	2.70	2.71	2.72	2.73	2.74	2.75	2.76	2.77	2.78	2.79	2.80	2.81	2.82	2.83	2.84	2.85	2.86	2.87	2.88	2.89	2.90	2.91	2.92	2.93	2.94	2.95	2.96	2.97	2.98	2.99	3.00	3.01	3.02	3.03	3.04	3.05	3.06	3.07	3.08	3.09	3.10	3.11	3.12	3.13	3.14	3.15	3.16	3.17	3.18	3.19	3.20	3.21	3.22	3.23	3.24	3.25	3.26	3.27	3.28	3.29	3.30	3.31	3.32	3.33	3.34	3.35	3.36	3.37	3.38	3.39	3.40	3.41	3.42	3.43	3.44	3.45	3.46	3.47	3.48	3.49	3.50	3.51	3.52	3.53	3.54	3.55	3.56	3.57	3.58	3.59	3.60	3.61	3.62	3.63	3.64	3.65	3.66	3.67	3.68	3.69	3.70	3.71	3.72	3.73	3.74	3.75	3.76	3.77	3.78	3.79	3.80	3.81	3.82	3.83	3.84	3.85	3.86	3.87	3.88	3.89	3.90	3.91	3.92	3.93	3.94	3.95	3.96	3.97	3.98	3.99	4.00	4.01	4.02	4.03	4.04	4.05	4.06	4.07	4.08	4.09	4.10	4.11	4.12	4.13	4.14	4.15	4.16	4.17	4.18	4.19	4.20	4.21	4.22	4.23	4.24	4.25	4.26	4.27	4.28	4.29	4.30	4.31	4.32	4.33	4.34	4.35	4.36	4.37	4.38	4.39	4.40	4.41	4.42	4.43	4.44	4.45	4.46	4.47	4.48	4.49	4.50	4.51	4.52	4.53	4.54	4.55	4.56	4.57	4.58	4.59	4.60	4.61	4.62	4.63	4.64	4.65	4.66	4.67	4.68	4.69	4.70	4.71	4.72	4.73	4.74	4.75	4.76	4.77	4.78	4.79	4.80	4.81	4.82	4.83	4.84	4.85	4.86	4.87	4.88	4.89	4.90	4.91	4.92	4.93	4.94	4.95	4.96	4.97	4.98	4.99	5.00	5.01	5.02	5.03	5.04	5.05	5.06	5.07	5.08	5.09	5.10	5.11	5.12	5.13	5.14	5.15	5.16	5.17	5.18	5.19	5.20	5.21	5.22	5.23	5.24	5.25	5.26	5.27	5.28	5.29	5.30	5.31	5.32	5.33	5.34	5.35	5.36	5.37	5.38	5.39	5.40	5.41	5.42	5.43	5.44	5.45	5.46	5.47	5.48	5.49	5.50	5.51	5.52	5.53	5.54	5.55	5.56	5.57	5.58	5.59	5.60	5.61	5.62	5.63	5.64	5.65	5.66	5.67	5.68	5.69	5.70	5.71	5.72	5.73	5.74	5.75	5.76	5.77	5.78	5.79	5.80	5.81	5.82	5.83	5.84	5.85	5.86	5.87	5.88	5.89	5.90	5.91	5.92	5.93	5.94	5.95	5.96	5.97	5.98	5.99	6.00	6.01	6.02	6.03	6.04	6.05	6.06	6.07	6.08	6.09	6.10	6.11	6.12	6.13	6.14	6.15	6.16	6.17	6.18	6.19	6.20	6.21	6.22	6.23	6.24	6.25	6.26	6.27	6.28	6.29	6.30	6.31	6.32	6.33	6.34	6.35	6.36	6.37	6.38	6.39	6.40	6.41	6.42	6.43	6.44	6.45	6.46	6.47	6.48	6.49	6.50	6.51	6.52	6.53	6.54	6.55	6.56	6.57	6.58	6.59	6.60	6.61	6.62	6.63	6.64	6.65	6.66	6.67	6.68	6.69	6.70	6.71	6.72	6.73	6.74	6.75	6.76	6.77	6.78	6.79	6.80	6.81	6.82	6.83	6.84	6.85	6.86	6.87	6.88	6.89	6.90	6.91	6.92	6.93	6.94	6.95	6.96	6.97	6.98	6.99	7.00	7.01	7.02	7.03	7.04	7.05	7.06	7.07	7.08	7.09	7.10	7.11	7.12	7.13	7.14	7.15	7.16	7.17	7.18	7.19	7.20	7.21	7.22	7.23	7.24	7.25	7.26	7.27	7.28	7.29	7.30	7.31	7.32	7.33	7.34	7.35	7.36	7.37	7.38	7.39	7.40	7.41	7.42	7.43	7.44	7.45	7.46	7.47	7.48	7.49	7.50	7.51	7.52	7.53	7.54	7.55	7.56	7.57	7.58	7.59	7.60	7.61	7.62	7.63	7.64	7.65	7.66	7.67	7.68	7.69	7.70	7.71	7.72	7.73	7.74	7.75	7.76	7.77	7.78	7.79	7.80	7.81	7.82	7.83	7.84	7.85	7.86	7.87	7.88	7.89	7.90	7.91	7.92	7.93	7.94	7.95	7.96	7.97	7.98	7.99	8.00	8.01	8.02	8.03	8.04	8.05	8.06	8.07	8.08	8.09	8.10	8.11	8.12	8.13	8.14	8.15	8.16	8.17	8.18	8.19	8.20	8.21	8.22	8.23	8.24	8.25	8.26	8.27	8.28	8.29	8.30	8.31	8.32	8.33	8.34	8.35	8.36	8.37	8.38	8.39	8.40	8.41	8.42	8.43	8.44	8.45	8.46	8.47	8.48	8.49	8.50	8.51	8.52	8.53	8.54	8.55	8.56	8.57	8.58	8.59	8.60	8.61	8.62	8.63	8.64	8.65	8.66	8.67	8.68	8.69	8.70	8.71	8.72	8.73	8.74	8.75	8.76	8.77	8.78	8.79	8.80	8.81	8.82	8.83	8.84	8.85	8.86	8.87	8.88	8.89	8.90	8.91	8.92	8.93	8.94	8.95	8.96	8.97	8.98	8.99	9.00	9.01	9.02	9.03	9.04	9.05	9.06	9.07	9.08	9.09	9.10	9.11	9.12	9.13	9.14	9.15	9.16	9.17	9.18	9.19	9.20	9.21	9.22	9.23	9.24	9.25	9.26	9.27	9.28	9.29	9.30	9.31	9.32	9.33	9.34	9.35	9.36	9.37	9.38	9.39	9.40	9.41	9.42	9.43	9.44	9.45	9.46	9.47	9.48	9.49	9.50	9.51	9.52	9.53	9.54	9.55	9.56	9.57	9.58	9.59	9.60	9.61	9.62	9.63	9.64	9.65	9.66	9.67	9.68	9.69	9.70	9.71	9.72	9.73	9.74	9.75	9.76	9.77	9.78	9.79	9.80	9.81	9.82	9.83	9.84	9.85	9.86	9.87	9.88	9.89	9.90	9.91	9.92	9.93	9.94	9.95	9.96	9.97	9.98	9.99	10.00	10.01	10.02	10.03	10.04	10.05	10.06	10.07	10.08	10.09	10.10	10.11	10.12	10.13	10.14	10.15	10.16	10.17	10.18	10.19	10.20	10.21	10.22	10.23	10.24	10.25	10.26	10.27	10.28	10.29	10.30	10.31	10.32	10.33	10.34	10.35	10.36	10.37	10.38	10.39	10.40	10.41	10.42	10.43	10.44	10.45	10.46	10.47	10.48	10.49	10.50	10.51	10.52	10.53	10.54	10.55	10.56	10.57	10.58	10.59	10.60	10.61	10.62	10.63	10.64	10.65	10.66	10.67	10.68	10.69	10.70	10.71	10.72	10.73	10.74	10.75	10.76	10.77	10.78	10.79	10.80	10.81	10.82	10.83	10.84	10.85	10.86	10.87	10.88	10.89	10.90	10.91	10.92	10.93	10.94	10.95	10.96	10.97	10.98	10.99	11.00	11.01	11.02	11.03	11.04	11.05	11.06	11.07	11.08	11.09	11.10	11.11	11.12	11.13	11.14	11.15	11.16	11.17	11.18	11.19	11.20	11.21	11.22	11.23	11.24	11.25	11.26	11.27	11.28	11.29	11.30	11.31	11.32	11.33	11.34	11.35	11.36	11.37	11.38	11.39	11.40	11.41	11.42	11.43	11.44	11.45	11.46	11.47	11.48	11.49	11.50	11.51	11.52	11.53	11.54	11.55	11.56	11.57	11.58	11.59	11.60	11.61	11.62	11.63	11.64	11.65	11.66	11.67	11.68	11.69	11.70	11.71	11.72	11.73	11.74	11.75	11.76	11.77	11.78	11.79	11.80	11.81	11.82	11.83	11.84	11.85	11.86	11.87	11.88	11.89	11.90	11.91	11.92	11.93	11.94	11.95	11.96	11.97	11.98	11.99	12.00	12.01	12.02	12.03	12.04	12.05	12.06	12.07	12.08	12.09	12.10	12.11	12.12	12.13	12.14	12.15	12.16	12.17	12.18	12.19	12.20	12.21	12.22	12.23	12.24	12.25	12.26	12.27	12.28	12.29	12.30	12.31	12.32	12.33	12.34	12.35	12.36	12.37	12.38	12.39	12.40	12.41	12.42	12.43	12.44	12.45	12.46	12.47	12.48	12.49	12.50	12.51	12.52	12.53	12.54	12.55	12.56	12.57	12.58	12.59	12.60	12.61	12.62	12.63	12.64	12.65	12.66	12.67	12.68	12.69	12.70	12.71	12.72	12.73	12.74	12.75	12.76	12.77	12.78	12.79	12.80	12.81	12.82	12.83	12.84	12.85	12.86	12.87	12.88	12.89	12.90	12.91	12.92	12.93	12.94	12.95	12.96	12.97	12.98	12.99	13.00	13.01	13.02	13.03	13.04	13.05	13.06	13.07	13.08	13.09	13.10	13.11	13.12	13.13	13.14	13.15	13.16	13.17	13.18	13.19	13.20	13.21	13.22	13.23	13.24	13.25	13.26	13.27	13.28	13.29	13.30	13.31	13.32	13.33	13.34	13.35	13.36	13.37	13.38	13.39	13.40	13.41	13.42	13.43	13.44	13.45	13.46	13.47	13.48	13.49	13.50	13.51	13.52	13.53	13.54	13.55	13.56	13.57	13.58	13.59	13.60	13.61	13.62	13.63	13.64	13.65	13.66	13.67	13.68	13.69	13.70	13.71	13.72	13.73	13.74	13.75	13.76	13.77	13.78	13.79	13.80	13.81	13.82	13.83	13.84	13.85	13.86	13.87	13.88	13.89	13.90	13.91	13.92	13.93	13.94	13.95	13.96	13.97	13.98	13.99	14.00	14.01	14.02	14.03	14.04	14.05	14.06	14.07	14.08	14.09	14.10	14.11	14.12	14.13	14.14	14.15	14.16	14.17	14.18	14.19	14.20	14.21	14.22	14.23	14.24	14.25	14.26	14.27
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Exhibit "B"

Round Rock Public Training Center - Phase 2

Project Schedule

September 21, 2023

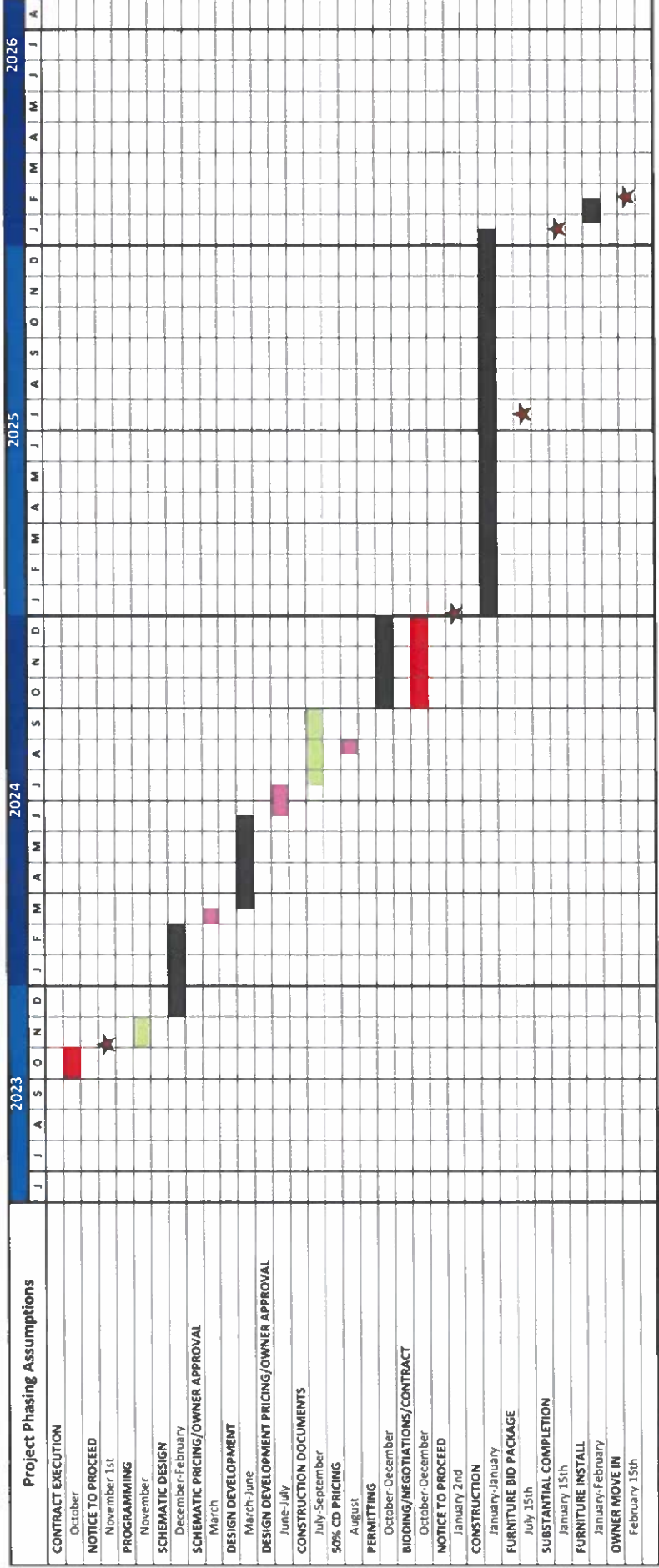


Exhibit "C"

CITY OF ROUND ROCK PUBLIC SAFETY TRAINING CENTER – PAHSE 2

SERVICES AND COMPENSATION BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$864,000

Architectural, Structural Engineering (Ref. Exhibit I), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit K). Fees to be billed monthly by percent complete of each phase as follows:

Conceptual/Schematic Design	15%
Design Development	25%
Construction Document Phase	35%
Construction Administration Phase	20%
Project Close Out	<u>5%</u>
Total	100%

The initial building construction budget is set at \$10,800,000 for contractual purposes. Basic services fee represents 8% of construction budget. This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 12 1/2 months (Ref. Exhibit D). Project meetings will occur every 2 weeks. Should construction proceed beyond 12 1/2 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$9,500.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Programming: Fee \$5,000
Meet with designated departments to determine square footage requirements.
2. Conceptual Civil EVOC Design Services: Fee \$22,700
Services include developing conceptual EVOC design for City contracted civil engineer. Architectural coordination (10%). Refer to Exhibit M.
3. Technology and AV Systems Design Services: Fee \$30,250
Design of Owner Communications Infrastructure and Audio/Visual Consultation Design. Architectural coordination (10%). Refer to Exhibit J.
4. Accessibility Consulting Services: Fee \$2,225
Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report to contractor for TAS conformance. State mandated construction document review and final state mandated site inspection report. Architectural coordination (10%). Refer to Exhibit L.
5. Interior Design Services: \$20,000
Interior finishes selection documentation, presentations, specifications and shop drawings review.

Exhibit "C"

6. Building Commissioning Services: Fee \$36,850

Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. Architectural coordination (10%). Refer to Exhibit o.

7. Record Drawings: Fee \$12,000

Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE: \$20,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Basic Services	\$ 864,000	
B. Supplementary Services	<u>\$ 129,025</u>	
<i>Total Professional Services</i>		\$ 993,025
C. Reimbursable Budget		<u>\$ 20,000</u>
Total Contract		\$1,013,025

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.
- C. Civil engineering provided by Owner.
- D. Furniture Selection/Procurement provided by Owner.
- E. Exercise Selection/Procurement provided by Owner.
- F. Video Surveillance and Electronic Security Systems Design by Owner.
- G. Surveying services provided by Owner.
- H. Fire Sprinkler Engineer provided by Contractor.

Exhibit "C"

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES

2023

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	330.00
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year

Exhibit "E"



May 12, 2023

Denny Boles, AIA, LEED AP
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Bldg 8
Austin, TX 78745
transmitted to: dboles@bsw-architects.com

RE: Proposal for Structural Engineering Services
Round Rock Public Safety Training Center Phase 2

Dear Denny:

We appreciate this opportunity to submit a proposal for structural engineering services. This is an important assignment to us, and it will be given our utmost attention. Outlined below is our understanding of the project scope, our proposed services, and our fee.

SCOPE

We understand the scope of the project to be as follows: a horizontal classroom expansion to the existing Phase 1 building, and a new standalone classroom building. We understand your firm, Brinkley Sargent Wiginton Architects, served as Architect Of Record on Phase 1, and that the record documents will be made available to us. We understand the approximate construction cost to be \$6,000,000.00, and the construction delivery method is competitive sealed proposal.

As no design drawings are presently available to determine the complexity of the structure, this proposal is based upon the above noted project budget and floor area, and we reserve the right to modify this proposal if either increase. We anticipate structural steel and/or tilt panel for the elevated framing.

The determination of the ground-level floor system will be made by the Owner and design team based on recommendations in the geotechnical engineering report, once it becomes available. For the purpose of this proposal, we have assumed that the ground level floor will be designed and constructed as a soil-supported slab-on-grade, which we understand was the foundation system on Phase 1. If an alternative approach involving a structured ground floor is preferred, our effort and fee will need to increase accordingly.

BASIC SERVICES

Design Phase

- Establish design criteria and participate in selection of the Primary Structural System for the building.
- Provide structural design of the Primary Structural System. For the purpose of definition, the Primary Structural System consists of those materials normally specified in the following Sections, if required:

03 10 00 Concrete Formwork
03 20 00 Concrete Reinforcing and Embedded Metal Assemblies
03 30 00 Cast-in-place Concrete

Austin | Chicago | Dallas | San Antonio

datumengineers.com | # 2819

Exhibit "E"

Denny Boles, AIA, LEED AP
May 12, 2023
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05 12 00 Structural Steel Framing
05 21 00 Steel Joist Framing
05 31 13 Steel Floor Decking and Shear Studs
05 31 23 Steel Roof Decking
31 63 29 Drilled Piers

- Determine and coordinate those portions of the Primary Structural System to be designed by specialty engineers as pre-engineered elements.
- Design a designated portion of the structure to be a tornado-resistant shelter per the International Building Code.
- Consult on non-structural elements. Review the effect of elements not included in the Primary Structural System, but which are attached thereto, and design the structure to accept and support such elements, e.g., curtainwall, steel stairs, catwalks, miscellaneous metals, and elevators.
- Attend design meetings as required.
- Prepare Contract Documents consisting of drawings and specifications for the Primary Structural System. Construction drawings will be produced using Revit Structure, for the primary structural elements. Only primary structural elements (piers, beams, columns, concrete walls, purlins, slabs, decks) will be modeled. Secondary elements such as miscellaneous steel, shelf angles, braces, bridging, curbs, etc., will not necessarily be included in the model. Items inside the concrete, such as reinforcing, post-tensioning and embedded anchors, will not be modeled. The Revit model itself is not to be considered a Contract Document.
- Share the Revit BIM model with the design and construction team for coordination purposes. Datum makes no representation that our structural model will be suitable for any particular purpose by other team members, other than for general coordination and understanding of the layout of the primary structural elements, and for inclusion in clash detection exercises. It is understood that the Model is a reasonable representation of the primary structure, but should not be expected to be 100% accurate, and should not be relied upon as such.
- (If applicable) Provide tilt-wall panel elevations showing reinforcing requirements after approval of panel geometry by the architect. No openings will be dimensioned and will instead reference architectural. Reveals and surface treatments shall be specified by the architect. Design and reinforcing required for lifting will remain the sole responsibility of the contractor. The foregoing does not include shop drawing-level dimensions or information.
- Perform checking and coordination of the structural documents.
- Assist in defining geotechnical investigation requirements. It is expected that the Owner's Geotechnical Consultant will review our construction documents for compliance with their report at the end of the CD phase.
- Assist in establishing material testing and inspection requirements.

Construction Administration Phase

- Endeavor to review required shop drawings and other required contractor submittals during construction of materials designed and specified by Datum within a 10-working day turnaround. We will endeavor to work with the Contractor to meet priority submittal deadlines within reason by

Exhibit "E"

Denny Boles, AIA, LEED AP
May 12, 2023
Page 3

prioritizing critical path submittals over other submittals, which may affect turnaround times for those other submittals accordingly.

- Review and respond to RFI's for clarification of design information and a reasonable number of substitution requests or minor field work corrections. Design for correction of excessive or major construction errors will be grounds for additional services.
- Perform up to 5 jobsite visits, during the structurally relevant portion of the construction phase, to observe and become generally familiar with the quality and progress of the construction work relative to the Primary Structural System.

SERVICES EXCLUDED FROM THIS PROPOSAL AS BASIC SERVICES

Services excluded from Datum's scope for this assignment include, but are not limited to, the following:

- Design of suspended ground floor over crawl space, void, or loose fill.
- Fast-track production of structural drawings ahead of mechanical, electrical, and architectural drawings.
- Participate in implementing strategies to contribute to the LEED or sustainability goals of the project. However, we can self-perform these as an Additional Service.
- A Life Cycle Assessment of the structure or formal documentation for certification. However, we can self-perform these as an Additional Service.
- Designing any portion of the structure to be a tornado-resistant shelter per the International Building Code.
- Review of shop and erection drawings of materials used in construction means and methods such as formwork, shoring and bracing.
- Design of exterior site work; such as retaining walls, paving, drainage structures, walks, flagpole and lightpole foundations, etc., outside the building lines which are normally designed by the civil engineer or landscape architect.
- Special inspections of structural elements, as required by applicable building codes.
- Detailed quantity take-offs or estimates of construction cost.
- Underfloor grading or drainage piping plans.
- Drawings of miscellaneous metals normally specified by the Architect in Division 5.
- Drawings or calculations for hangers or other items specified in the mechanical and electrical sections.
- Design of exterior curtain wall system.
- Design of transformer vault for power company.
- Shop drawings for tilt-up wall panels.
- Modeling of existing structures.
- Development of the Revit model beyond AIA E202 LOD 300.
- Design for remediation of excessive or major construction errors.

Exhibit "E"

Denny Boles, AIA, LEED AP
May 12, 2023
Page 4

- Preparation of Record drawings and/or models.

FEES FOR BASIC SERVICES

The above listed services will be provided for a fixed fee of **\$60,000.00**, plus reimbursable expenses, with progress payments due upon receipt of monthly statements, and the total fee due upon completion of the services described herein.

Payment for services shall be based on the following schedule:

Handwritten notes: "AM" and "PROJECT UP TO DATE" are visible to the left of the table.

Schematic Design	15%	\$	9,000.00
Design Development	20% 25%	\$	12,000.00
Construction Documents	40% 55%	\$	24,000.00
Bid/Negotiation	5%	\$	3,000.00
Construction Administration	20%	\$	12,000.00
Total	100%	\$	60,000.00

Billing and payment of Construction Administration Phase services shall be reasonably proportional to the progress of the structural portion of the construction, estimated to be the first 6-8 months of the construction phase.

OPTIONAL ADDITIONAL SERVICES

- Performance of Life Cycle Cost Assessment (LCCA) of the structure and alternatives, to contribute to measuring sustainability goals.
- Jobsite visits or conference calls for regular contractor/sub meetings.
- Special inspections of structural elements, as required by applicable building codes.
- Special construction observation.
- Structural design of civil/sitework structures.
- Design of tower crane foundations.
- Analysis and/or design to accommodate material/man hoists, lifts, or other construction equipment, if requested by the Contractor.
- Development of the Revit Structure model beyond limitations identified above.
- Modeling of existing structures.

FEES FOR ADDITIONAL SERVICES

Additional services will be provided on an hourly basis at the rates shown in the attached rate schedule.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at net cost to Datum. Reimbursable expenses include:

Exhibit "E"

Denny Boles, AIA, LEED AP
May 12, 2023
Page 5

- Mileage for project meetings and site visits.
- Authorized travel expenses, including transportation, lodging, and meals.
- Expense of additional insurance coverage or limits requested by Owner or Architect in excess of that normally carried.

SCHEDULE

The estimated date of completion of Construction Documents is not determined. Construction is anticipated to follow directly upon completion of Construction Documents.

This proposal is predicated on the assumption that the project progresses smoothly, without lengthy (greater than two months) pauses in the design process for re-evaluation. Likewise, it is assumed that construction will proceed timely and without delay. We reserve the right to modify our fee if the flow of the project varies significantly from this.

PROFESSIONAL LIABILITY INSURANCE

Datum maintains a professional liability insurance policy with an aggregate annual coverage of \$5,000,000. A certificate of insurance will be furnished upon request. If increased limits are required for this project, the additional premium will be billed as a reimbursable expense.

ACKNOWLEDGEMENT

Please acknowledge acceptance of this proposal by signing below and sending it back to me. We will commence work when authorized and expect to execute a standard AIA C401 form of agreement containing the above terms when you are ready.

We recognize you are putting your trust in our performance, and we value the relationship we have with Brinkley Sargent Wiginton Architects. Please call me, at any time, if you have questions about our service during the extent of this assignment.

Sincerely yours,

Accepted by:

DATUM ENGINEERS, INC.



Luke Nelson, PE
Managing Principal

Brinkley Sargent Wiginton Architects

Date

Encl.

Exhibit "E"



2023 Hourly Billing Rates

Senior Principal	\$345.00
Principal II	\$285.00
Principal I	\$255.00
Senior Project Manager	\$210.00
Project Manager	\$170.00
Project Engineer	\$150.00
Graduate Engineer	\$135.00
Senior Production Manager	\$205.00
Senior Technician	\$170.00
Technician II	\$150.00
Technician	\$105.00
Support Personnel	\$105.00
Senior Support Personnel	\$175.00

The above rates are valid through February 28, 2024

Datum reserves the right to make reasonable annual rate adjustments to account for inflation and other factors.

Exhibit "E"



EXHIBIT 11.2

September 13, 2023

Denny Boles, AIA, LEED AP
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Bldg 8
Austin, TX 78745
transmitted to: dboles@bsw-architects.com

Re: Additional Services Authorization
Project: Round Rock PSTC Phase 2 – Asset Building & Site Structures
Datum No.: 23070.01

Description of Services: Design of a slab-on-grade foundation for a Pre-Engineered Metal Building (PEMB) of approximately 10,000 square feet. Design of cantilevered concrete retaining wall along one side; we assume the civil drawings will show the wall layout on the site and will also define the top & bottom of wall elevations.

Exclusions: Design of a structured ground floor; design of PEMB structure or its field modifications.

Fees: **\$12,000.00** lump sum.

These services will be performed under the terms and conditions of the original contract.
If the above is acceptable, please return a signed copy to Datum.

Sincerely yours,

Accepted by:

DATUM ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Luke Nelson".

Luke Nelson, PE
Managing Principal

Brinkley Sargent Wiginton Architects

Date



Exhibit "E"

Mc Engineering, Inc.
1325 Market Center, Suite 200
Austin, TX 78707
(512) 476-8100
info@mcengr.com

May 26, 2023

Mr. Denny Boles
1005 E St. Elmo St. Building 8
Austin, TX 78745

RE: Round Rock PSTC Project

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the Round Rock Public Safety Training Center (phase 2) project. Our scope and fee are based on your 5/8/23 email with attached architectural plans. This includes the expansion of new classrooms added to the main building and a new 42 person classroom as a standalone building on the site. We propose the following services for your consideration:

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

- a) Planning and layout design of a new Intermediate Communication Distribution Room or Closet in the new classroom building.
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.
- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.
- d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.
- e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the (existing) main communications room and new intermediate communications room/closet.

Exhibit "E"

Mr. Denny Boles
May 26, 2023
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- f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 6 and/or Category 6A UTP copper media.
- g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.
- h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms
- i) Outside Plant Communications Backbone Infrastructure: Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.

2. Audio Video Systems

- a) Infrastructure: Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings.
- b) Hardware: Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, etc.
- c) Head-end Equipment: Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.

3. Security System: (optional Add Alternate scopes)

- a) Full Design (option 1): Design, specification, and documentation of new access control and video surveillance components for the new construction areas, with full integration into the existing building security system. This includes raceway, cabling, end-point devices and any necessary expansion of head-end equipment. All requirements will be documented in product specifications and on construction documents.

Exhibit "E"

Mr. Denny Boles
May 26, 2023
Page 3 of 10

- b) Raceway only Design-Assist (option 2): work with City preferred design-build security integrator to coordinate new access control and video surveillance requirements. Security integrator will make product selections and provide full security system installation shop drawings. Design team construction documents will identify raceway infrastructure requirements only for access control and camera locations.

B. Scope of Services:

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

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

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

Exhibit "E"

Mr. Denny Boles
May 26, 2023
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- c) Answer questions during construction phase.
- d) Provide (2) intermediate site observations with written report at relevant stage of construction.
- e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

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

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

III. FEE PROPOSAL:

- A. Services Fee: Lump sum amount of **\$27,500** plus reimbursable expenses as noted in Section IV. - Terms and Conditions. (Excludes Security Systems scope. See below)

Schematic Design:	\$5,500
Design Development:	\$8,250
Construction Documents:	\$8,250
<u>Construction Administration:</u>	<u>\$5,500</u>
Total:	\$27,500

- B. Additional Services – Security Systems:

1. Full Design and Documentation:	\$9,500
2. Raceway only Design-Assist:	\$6,500

IV. TERMS AND CONDITIONS:

- A. Reimbursable Expenses:

Exhibit "E"

Mr. Denny Boles
May 26, 2023
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Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

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

C. Contract Execution:

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

D. Approval:

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

E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

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

Sincerely,

**M-E Engineers, Inc.
Denver Office**



Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this _____ day of _____, 2023

Organization: _____

By: _____ Title: _____

Cc: Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Drew Shivley-ME/Dallas

me | engineers

Exhibit "E"



ME ENGINEERS, INC.
1875 Market Center Blvd., Suite 410
Dallas, TX 75207
Phone: 214.241.1984
www.meengineers.com

ME ENGINEERS 2023 HOURLY RATE SCHEDULE DENVER OFFICE

Senior Principal	\$325/hr.
Principal	\$300/hr.
Associate Principal	\$280/hr.
Sr. Associate	\$260/hr.
Associate	\$245/hr.
Senior Project Manager	\$235/hr.
Project Manager	\$200/hr.
Project Engineer	\$175/hr.
Engineer	\$160/hr.
Designer	\$150/hr.
Sr. BIM Coordinator	\$140/hr.
BIM Coordinator	\$135/hr.
CAD Technician	\$125/hr.
Administrative Staff	\$120/hr.

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems of This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

Exhibit "E"

EXHIBIT A

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Exhibit "E"

EXHIBIT A

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

Ownership of Documents:

~~The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc.~~

Exhibit "E"



ME Engineers, Inc.
15143 Canyon West Parkway Suite 300
Golden CO 80601
Phone: 303.442.4444
mengineers.com

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

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

Access To Site:

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

Dispute Resolution:

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

Billing/Payments:

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

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

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

Certifications:

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

Limitation of Liability:

[Signature]
~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$200,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

Verification of Existing Conditions Clause:

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

Termination of Services:

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

Ownership of Documents:

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

Exhibit "E"

MEP/ENERGY CONSULTANTS



EXHIBIT K

115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

May 26, 2023 (Revised with Added Generator Scope 09-08-2023)

Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg. 8
Austin, Texas 78745

ATTN: Denny Boles

RE: Round Rock Public Safety Training Center, Phase 2
2801 N. Mays
Round Rock, Texas 78665

This letter of proposal is for Professional MEP Engineering services for the referenced project. The fee will be based on this budget and scope description. This agreement is between HCE, herein known as the Engineer and BSW Architects, Inc. herein known as the Architect.

SCOPE: A

Budget: \$6,000,000 (estimated)

Building type: Public Safety Training Facility – addition Classroom addition, and classroom building

Square Footage: ?

SCOPE: B

Additional Electrical Scope for electrical engineering related to putting Entire building on Backup Generator
Review final scope with owner during design – assumptions below

Training Facility

Shooting Range

New Addition

Generator Size, and Fuel type (natural gas or diesel)

Automatic Transfer Switch

Back-up Docking Station with Transfer switch (review with owner)

We are pleased to submit this letter of agreement for mechanical, plumbing, and electrical engineering to include:

- A. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities.
 - 1. Mechanical Plans and Details, Schedules and Specifications
 - 2. Plumbing Plans and Detail, Schedules and Specifications
 - 3. Lighting Plans and Details, Schedules and Specifications
 - 4. Power Plans and Details, Schedules and Specifications
- B. Design of interior water and wastewater stubbed 5 feet outside of building and coordinated with the Civil Engineer for connection points. Coordinate stub location for fire line and cold-water line in building. Civil to indicate fire line and cold-water line stub to 12" above finished floor inside the building. (Any approvals required for connection of water, wastewater and fire line utilities to be the Civil Engineer.)
- C. Coordinate with the local power company for electrical service. Engineer is not responsible for changes in utility company design. (as needed)

Exhibit "E"

- D. Indicate power and plumbing for the kitchen equipment and indicate exhaust and supply for kitchen hood as shown on Kitchen Consultant's Drawings.
- E. Coordinate with Technology Consultant for power requirements for IT Equipment. Technology consultant to design all low voltage except Fire Alarm.
- F. Site lighting and exterior building lighting as required.
- G. Provide site photometric plan.
- H. Performance specifications for Fire Sprinkler System and Fire Alarm System. Coordinate main components into building design.
- I. Energy Code: Lighting ComCheck and Mechanical ComCheck.
- J. Review submittals and process addendums.
- K. Answer questions during Construction Phase.
- L. Five (5) site visits during construction phase during appropriate times as directed by the Architect.

Items not included in base fee:

- A. Detailed cost estimating services or independent cost estimating by a third party.
- B. Energy/Utility modeling of the building.
- C. Printing costs. HCE to provide originals only for printing purposes at various phases.
- D. Voice/Data system design and drawings by Technology Consultant.
- E. Access Control/Security System design and drawings by Technology Consultant.
- F. LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.
- G. Site gas coordinated by Civil Engineer.
- H. Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)
- I. Structural light pole bases by Structural Engineer.
- J. Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- ~~K. Electronic as-builts not included, may be added hourly or by separate agreement.~~
- L. A separate Add Service for Owner/Architect requested changes for Projects not Bid after 90days from original 100% CD date. Multiple sets of 100% CD's not part of base scope.

For the above services we propose a lump sum fee of

Scope A: \$ 72,000.00

Scope B: \$ 29,000.00

If there are any additional required services and required retesting shall be billed at the following hourly rate:

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to HCE. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad files with backgrounds and title blocks are to be furnished by the Architect. All required expenses such as travel, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.100 multiplier.

Billing will be according to the percentage of completion of the project using the same percentages as the

Exhibit "E"

Prime Consultant. When Prime Consultant receives final payment from owner, Prime Consultant will pay Engineer's final payment.

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

HCE PDF Set Requirement. HCE requires a PDF set of plans for review at various phases agreed to with architect. Minimum requirement is 75% and 95% complete coordination set and 100% CD PDF complete set and PDF of specifications for record purposes. *50% AM*

HCE Submittal Requirement. Electronic submittals will be accepted as listed in specification. Transmission of Electronic Submittals must follow specification requirements.

Social Media/Internet Content

When any internet publication by the Architect and/or Owner is published for this job, Hendrix Consulting Engineers should be mentioned as Engineer of Record for Articles, Publication, and Awards, including website www.hcengineer.com and @hendrixconsultingengineers should be tagged on Instagram or other social media outlets. *60 AM*

Payments are due *30* days from invoice date, or payments are due when Architect gets paid from owner per Master Service Agreement. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law. *AFTER 90 DAYS AM*

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$285.00
SR. ENGINEER (P.E.)	\$225.00
ENGINEER (P.E.)	\$200.00
PROJECT MANAGER	\$200.00
SR. DESIGNER	\$200.00
ENGINEER (EIT)	\$175.00
DESIGNER II	\$160.00
DESIGNER I	\$140.00
COMPUTER AIDED DESIGNER	\$120.00
ADMINISTRATIVE/CLERICAL	\$100.00

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage for each occurrence and \$2,000,000 in the aggregate during the term of the project. Engineer's limit of liability shall be limited to insurance limits listed, unless prohibited by law.

W
~~LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the Project to the Owner, Hendrix Consulting Engineers, P.C., and its consultants, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Hendrix Consulting Engineers, P.C. to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Hendrix Consulting Engineers, P.C. to the Owner SHALL NOT EXCEED THE TOTAL AMOUNT OF THE ENGINEER'S INSURANCE LIMITS. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~

The terms of this proposal are subject to change if not accepted within 30 days.

Exhibit "E"

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW

HCE

BY: _____

BY: _____

DATE: _____
BJH/tm

DATE: _____

EXHIBIT L



Able 2 Access

where everyone goes for accessibility solutions...

INVOICE

1408 Northridge Drive
Austin, TX 78723
PH: (512) 762-6349

Bill to:

Denny Boles, President | AIA, LEED™ AP
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Bldg 8
Austin, Texas 78745

Date:	May 26, 2023
Reference:	RRPSTC-Ph2 2801 N Mays St Round Rock, TX 78665

DESCRIPTION	AMOUNT
Preliminary TAS Plan Review	\$300
TAS Plan Review	\$725.00
Filing Fee (reimbursable to Able 2 Access for online TDLR registration)	\$175.00
Preliminary TAS On-Site Inspection	\$300
TAS On-Site Inspection	\$725.00
Total	\$2,225.00

Either make all checks payable to **Able 2 Access** and mail to our address OR you can pay with a credit card when you receive the invoice from QuickBooks Online.

If you have any questions concerning this invoice, contact **Kathy-Ann Riley** at **(512) 762-6349** or at **kariley@able2access.com**

Exhibit "E"
EXHIBIT M



Scope of Work: 234027
May 26, 2023

Denny Boles, AIA
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St, Building 8
Austin, TX 78745

**Re: Professional Civil Engineering Services
Round Rock Public Safety Training Center Phase 2, Round Rock, TX**

Dear Denny:

URBAN STRATEGY (US) is pleased to submit this letter agreement (the "Agreement") to Brinkley Sargent Wiginton Architects (Client) for Civil Engineering Services for the referenced project described to be a Phase 2 EVOC Track addition to the Round Rock Public Safety Training Center in Round Rock, Texas.

Scope of Services

The Scope of Services is outlined on the following pages and is based on our understanding of your needs from your emails, phone calls, and our knowledge of the City of Round Rock requirements. We understand that the project includes the construction of a new EVOC Track, a classroom expansion to the existing administration building and a new classroom building located across from the burn tower. We understand that our services will be for the EVOC Track exclusively and we will be working with a local civil engineer on the project.

Preliminary Design

During the Preliminary Design Phase, we will develop the track layout.

The Phase will consist of the following:

- Kickoff meeting combined with a short design charrette meeting to go over programming for the track
- Prepare sketches of track options
- Meeting to review sketches and solidify layout
- Finalize layout in cad and prepare preliminary grading
- Prepare preliminary plan/profile sheets and work out superelevations and transitions
- Handoff meeting with city's local civil engineer
- Review and coordination during construction document phase

Our deliverable will be AutoCAD layout of the track and will include plan/profile sheets, preliminary grading, superelevations with transitions and track details. The local civil engineer can take this and add drainage, complete the grading to accommodate their drainage design, add any utilities for low water crossing if required, and put the project out to bid. I assume they will also coordinate any encroachment permit with Upper Brushy Creek WCID and deal with any flood plain issues.

Other Services

Any items requested that are not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. We can provide the following services; however, they are not included in the limited scope of this agreement:

1. Any changes in the site plan due to retro-actively applied city regulations
2. Soils testing or materials testing
3. City Fees relating to submittals, review, platting, or permitting
4. Off-site utility design - including franchised utilities
5. Inspection of utilities, paving, storm drainage
6. Design/relocation of existing gas, electric, telephone, and cable TV
7. Geotechnical report including paving recommendations
8. Revision to plans due to extensive site plan changes to reduce cost after bidding
9. Execution of three-way contracts
10. Drainage, water, or sanitary sewer study or report
11. Water meter/fire line/sanitary sewer service design
12. Off-site storm drainage design
13. Final site or landscape construction documents for future expansions

Exhibit "E"

US Proposal: 234027
May 26, 2023
Page 2

14. Traffic Impact Analysis
15. Franchise Utility Coordination
16. Tree Preservation Plan
17. Amendment to the Development Plan
18. Any item not specifically noted in the scope of services

TERMS and CONDITIONS

Once the scope is approved, we will update the fee portion and will attach this proposal to a standard contract such as the AIA Document C401™-2007, Standard Form Agreement Between Architect and Consultant or the EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.

SCHEDULE

We are available to begin this assignment immediately.

HOURLY RATES

Design charges for work not included in this proposal or for Time and Material tasks will be invoiced as Additional Services at the following rates:

Schedule of Engineering Professional Rates:

Principal	\$225.00/hr.
Senior Associate	\$200.00/hr.
Associate	\$175.00/hr.
Project Manager	\$150.00/hr.
Project Engineers	\$115.00-\$135.00/hr.
Designer	\$125.00/hr.
Technician	\$105.00/hr.
Administrative/Clerical	\$75.00/hr.
Survey Crew (1 man)	\$185.00/hr.
Survey Crew (2 man)	\$225.00/hr.

Additional services would not be incurred without prior approval of your office.

PAYMENT

Compensation due for services performed in each phase of this project will be invoiced at the time services are completed. Payment is due upon receipt of invoice.

MISCELLANEOUS

Reimbursable Expenses such as travel (time and mileage), courier services, filing fees, outside consulting fees, and reproduction services will be billed at cost times a multiplier of 1.10.

FEES

Our fees for providing these services are:

Preliminary Design (Hourly NTE)	\$ 20,700
---------------------------------	-----------

Thank you for the opportunity to propose our services on this project. I look forward to working with you and the City of Round Rock again.

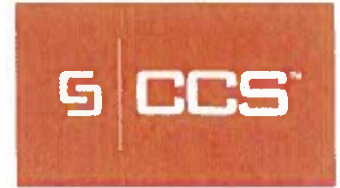
Sincerely,
URBAN STRATEGY



John D. Blacker, P.E.
Principal

C:\Users\jblacke\Desktop\Proposals\234027.baw. round rock 2.proposal.TX.2023-05-26.doc

EXHIBIT N Exhibit "E"



May 26, 2023

Mr. Denny Boles
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo
Building 8
Austin, TX 78745

Via Electronic Transmission: dboles@bsw-architects.com

RE: Round Rock Public Safety Training Center Phase 2

Project Scope: Provide one (1) Schematic Design Construction Cost Estimate, one (1) Design Development Construction Cost Estimate and one (1) 50% Construction Document Construction Cost Estimate Update to the Design Development Construction Cost Estimate for the Round Rock Public Safety Training Center Phase 2, located in Round Rock, Texas. Included in the estimate will be costs for the existing classroom expansion, the new classroom building and the EVOC area. All associated site work, site improvements, utilities expansion and mechanical and electrical additions and modifications will be included estimate costs. The approximate value of the project is \$8,800,000.

Dear Mr. Boles,

I am pleased to confirm our proposal for the referenced project to provide the following services:

- **Schematic Design Estimate**
Prepare one (1) Schematic Design estimate for all trades presented in Uniformat systems format \$ 5,250.00
 - **Design Development Estimate**
Prepare one (1) detailed Design Development estimate for all trades presented in Uniformat systems format..... \$ 9,625.00
 - **50% Construction Document Estimate¹**
Prepare one (1) detailed Construction Document estimate for all trades presented in Uniformat systems format \$ 4,900.00
- Total Fee \$19,775.00**

¹ Fees related to this phase of Work include additional estimating support in the event that after bidding, Project costs exceed estimates.

Exhibit "E"

Brinkley Sargent Wiginton Architects
Round Rock Public Safety Training Center Phase 2
Page 2 of 12



All disciplines will be estimated based on project parameters and information provided and detailed in a concise and professional manner, based and relying upon information provided by **Brinkley Sargent Wiginton Architects** and their Design Team at each specific design phase.

CCS is not responsible and will not be liable for any budget changes, additions or constraints requiring a Project redesign either prior to or after bidding. After bidding, if the Project comes in over the estimate, CCS will provide additional estimating support upon request to assist the Design Team in its efforts to bring the Project within budget. Unless specifically included in the fees described above, additional fees may apply for such support.

Fees include the following:

- Draft estimate submittal for review and submittal of a final estimate incorporating Design Team review comments.
- Meetings for Each Design Phase:
 - Two (2) Virtual meetings with one (1) member of the CCS Team.
- Additional Meetings and Services - If required, additional meetings and services will be billed at current hourly rates.

Reimbursables will be billed at cost: (None Anticipated)

Fees exclude the following:

- Estimates and additional support other than as listed above
- Meetings other than as listed above
- Value Engineering
- Change order review
- Varied breakdowns outside of that described above
- Cost alternatives for the estimate schemes
- Review time with other independent estimating companies / CM's / Contractors

If any/all of these services are requested, they will be proposed as additional services to the current contract.

Informational Needs at Each Estimate Stage

CCS requires at least three (3) weeks' notice, at each phase, prior to providing service. This enables us to prepare our team, ensuring we have adequate resources available to meet the needs of your Project and the time needed for market calls. Insufficient notice will impact our ability to fulfill the schedule outlined in this proposal. Additionally, an overall project schedule should be made available to us, which will ensure phases and associated timelines are kept on track. Time frame for us to complete each design phase estimate is noted and excludes any public/government holidays.

- Schematic Design Phase – (one (1) electronic PDF version of drawings)
 - Plans
 - Narrative Outline of Project Systems
 - Elevations
 - Site Plan / Civil Drawings

11767 Katy Freeway
Suite 370
Houston, TX 77079

832.288.4762
www.CCSdifference.com

Exhibit "E"

Brinkley Sargent Wiginton Architects
Round Rock Public Safety Training Center Phase 2
Page 3 of 12



- Written description of Structural Systems (typical bay, if available)
- Written description of Plumbing, HVAC, Fire Protection and Electrical Systems
- Design Development Phase – (one (1) electronic PDF version of drawings)
 - Floor Plans
 - Elevations
 - Wall Sections
 - Finish Schedules
 - Partition Types
 - Door Types
 - Foundation Plans, Structural Framing Plans
 - Single Line Drawings for Plumbing, HVAC, Fire Protection and Electrical Systems indicating sizes, equipment selection, etc. with written description of each system
 - Site Plan / Civil Drawings
 - One set of Outline Specifications for all divisions
- 50% Construction Document Phase – (one (1) electronic PDF version of drawings)
 - Bid Drawings with only minor coordination issues to be resolved
 - One set of Outline Specifications for all divisions
- Full disclosure by Design Team and Owner of all issues that may affect construction cost.

Estimate Schedule for Each Design Phase:

- Commencement upon receipt of all information requested above relating to the relevant phase of the Project
- Fifteen (15) business days (excluding weekends & holidays) to prepare the draft estimate
- Draft estimate issue to Client
- Ten (10) business days to incorporate all comments into the estimate to provide one (1) final Client updated estimate
- Final Estimate *(in electronic format, unless a hard copy is required, in which case one hard copy will be sent)*

AMM. TEN (10) BUSINESS DAYS FOR SCHEMATIC PRINCIPAL.

These fees are fixed for the period of six (6) months from the date of this proposal to the beginning of the first phase of estimating services requested of CCS. In the event that the Project is put on-hold, either before or during the course of the contract for more than six (6) months, these fees will be adjusted according to annual published inflation rates.

CCS shall perform its services to the standard of professional skill and care ordinarily provided by cost estimators practicing in the same or similar locality under the same or similar circumstances. CCS has no control over the cost of labor, materials or equipment, or over market conditions or factors that affect contractor bidding or negotiations. CCS makes no warranty, guarantee, or representation that CCS' cost estimates or contractor bids will come in under the budget for the work.

Due to our current workload and in order to ensure we are able to meet all our clients' deadlines and requirements, CCS can only schedule the Work and definitively assign a Project Manager upon

11767 Katy Freeway
Suite 370
Houston, TX 77079

832.288.4762
www.CCSdifference.com

Exhibit "E"

Brinkley Sargent Wiginton Architects
Round Rock Public Safety Training Center Phase 2
Page 4 of 12



receipt of your signed agreement and anticipated schedule. Until such time, any questions or requested revisions to the terms of this Proposal should be directed to **Jim Nuckolls** (JNuckolls@ccsdifference.com). If necessary, prior to execution of a firm agreement, CCS will assign a prospective and likely Project Manager who can attend client interview, kickoff or orientation meetings, etc., but CCS can not guaranty this will be the final Project Manager until a signed agreement is received.

Client may accept this Proposal by having its authorized representative sign below and return a copy of this executed Proposal, along with a Purchase Order (if required by project owner) and signed written notice-to-proceed to Katie Jensen (kjensen@ccsdifference.com). Client's written signature of this Proposal or other written notice to proceed shall be deemed acceptance of all terms and conditions of this Proposal and the sole Agreement between the parties dated as below. Alternatively, Client may provide its desired form of contract ("Agreement") to CCS (emailed to Katie Jensen) for review, negotiation and mutual execution.

Please be advised that CCS' Work will commence ONLY upon receipt of 1) an executed copy of this fee proposal along with a Purchase Order (if required by project owner) and written notice to proceed, or 2) a fully executed Agreement between **Brinkley Sargent Wiginton Architects** and CCS.

Thank you for your consideration and for the opportunity to propose service on this Project.
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jim Nuckolls', is written over a horizontal line.

Jim Nuckolls, C.P.E.
Senior Cost Manager
CCS INTERNATIONAL, INC.
JN/ceb

TX 2023 – RRPSTCP2 – BSWA 051023

ACCEPTED BY: BRINKLEY SARGENT WIGINTON ARCHITECTS

Authorized Representative as Guarantor's Signature

Printed Name:

Title:

Date:

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Exhibit "E"

Brinkley Sargent Wiginton Architects
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STANDARD CLIENT TERMS AND CONDITIONS

1. SCOPE AND PERFORMANCE OF THE WORK

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains CCS International, Inc. ("CCS") to perform the services described in CCS's Proposal ("Services"), attached hereto, and CCS agrees to provide said Services. The terms, conditions, and limitations contained in CCS's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions will not be binding upon CCS unless specifically assented to in writing by CCS's authorized representative. This Agreement shall not create any rights or benefits to parties other than Client or CCS. CCS will have no authority over decisions or actions affecting project production, design, means, methods, sequencing, scheduling, quality, workmanship, or the correction of hazardous conditions and safety practices. Such responsibility will remain with the Client project superintendent, project manager and the appropriate contractor or subcontractor personnel of Client.

2. PAYMENT TERMS

As full consideration for the performance of Services described in Section 1 herein, Client agrees to pay CCS as set forth in CCS's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **CCS's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.** CCS agrees to provide the Services as an independent contractor. Nothing in this Agreement shall be deemed to be construed as creating an agency, partnership or joint venture relationship between CCS and the Client.

3. CHANGE ORDERS

Client and/or CCS shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Services specified in the Proposal involving increased time, costs or expenses to CCS shall be performed only upon execution of a Change Order.

4. BILLING AND PAYMENT

Client recognizes that timely payment of CCS's invoices is a material part of the consideration CCS requires to perform the Services. Client will pay CCS for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in CCS's Proposal and/or COST AND FEE SCHEDULE. CCS shall be permitted to revise its COST AND FEE SCHEDULE no more than once annually. The revised COST AND FEE SCHEDULE shall apply only to Services performed after the effective date. Routine Invoices will be submitted by CCS on a monthly basis and shall be due and payable within thirty ~~30~~ ⁽⁶⁰⁾ calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify CCS within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice.

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Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by CCS more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

5. STANDARD OF CARE/WARRANTY

While performing the Services under this Agreement, CCS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the construction estimating and owner's representative consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. Except for the express promise set forth above, CCS neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to CCS's Services. Without limiting the foregoing and by way of example only, CCS has no control over the cost of labor, materials or equipment, or over market conditions or factors that affect contractor bidding or negotiations. CCS is not a fiduciary and shall not be held to fiduciary standards. CCS makes no warranty, guarantee, or representation that CCS' cost estimates or contractor bids will come in under the budget for the work. Client and Client's contractors shall promptly notify CCS of any actual or suspected defects in CCS's Services to help CCS take corrective measures to cure such defects and/or help minimize the consequences of any such defect. CCS shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

6. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the Client shall: (i) provide all information and criteria as to the Client's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide to CCS all previous studies, plans, or other documents pertaining to the project and all new data decisions pertaining thereto within a reasonable time so as not to delay the Services; (iii) furnish approvals, consents and permits from governmental authorities and notice to CCS whenever the Client becomes aware of any development that affects said approvals and consents from other parties as may be necessary for completion of CCS's Services; (iv) give prompt written notice to CCS whenever the Client becomes aware of any development that affects the scope and timing of CCS's Services or any defect or noncompliance in any aspect of the project; and (v) bear all costs incident to the responsibilities of the Client. CCS will have the right to reasonably rely upon the accuracy and completeness of all information furnished by the Client. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to CCS.

7. INSURANCE

If an owner-controlled insurance program ("OCIP") and/or contractor-controlled insurance program ("CCIP") is implemented on the project, CCS shall be enrolled and afforded the coverages provided thereunder without any additional cost or expense to CCS, and without giving credits for the cost of associated insurance program coverages.

CCS shall procure and maintain, at its own expense, during the term of its engagement with Client, insurance of the following types and amounts or as legally required: commercial general liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; workers' compensation and employer's liability insurance as required

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by state law (all 50 states); and \$5,000,000 per occurrence and in the aggregate of umbrella coverage. CCS shall furnish Certificates of Insurance of such coverage to Client upon request and shall promptly notify Client of any impending change in coverage. Additional coverages may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

8. INDEMNIFICATION

CCS shall defend (but only to the extent covered by CCS's insurance) and indemnify Client and its officers, directors, employees, successors and assigns from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, successors and assigns as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities ("Claims") resulting from or arising out of CCS's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless CCS and its officers, directors, employees, successor and assigns from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by CCS, its officers, directors, employees, successors and assigns, as Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to CCS.

In no event shall Client and CCS and their respective officers, directors, employees, successors and assigns be liable to the other or any third party for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost, delayed and/or diminished profits or revenue, loss of data, or interruption of business, whether arising under theory of contract, tort or other theory of liability, including negligence, and the Parties hereby mutually release and waive any and all such claims against the other. A party's liability shall be limited to direct damages. The indemnification obligations and mutual waiver and release herein shall survive termination or completion of this Agreement.

9. LIMITATION OF LIABILITY

Under no circumstances will CCS be liable to Client for any amount in excess of the total amount of fees paid by Client to CCS for Services performed under this Agreement, or \$100,000, whichever is greater. The Client may negotiate higher limitation of liability for an additional fee, which is necessary to compensate for greater risk assumed by CCS. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness' fees) arising from or related to Services performed under this Agreement from any cause or causes. This limitation of liability applies but is not limited to any expenses, damages or injury caused by any failure of performance, error or omission, interruption, deletion, delay in operation or transmission, computer virus, unauthorized access to, alteration of, or use of data records, whether for breach of contract, strict liability, tortious behavior, negligence or for any other cause of action. Client agrees that any claim for damages filed against CCS, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against CCS or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

10. DISPUTE RESOLUTION

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and CCS shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the

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parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation, either party may terminate the mediation at any time after the first session by written notice to the other party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in DuPage County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

11. COLLECTION

Should the Client's account, after payment default hereunder, be referred by CCS to an attorney or collection agency for collection, then Client shall pay CCS's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, CCS may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

12. CONFIDENTIALITY

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that CCS may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing CCS's experience and qualifications to others.

13. NON-SOLICITATION

Without the prior written consent of the employing party, Client and CCS agree that neither party shall solicit for hire employees of the other during the term of this Agreement or for a period of 6 months after termination of the Agreement.

14. DELAYS/FORCE MAJEURE

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If CCS's Services are interrupted by circumstances beyond CCS's control, Client shall compensate CCS for the labor, equipment, and other costs CCS incurs in order to maintain continuity of CCS's project team for Client's benefit during the interruption, and/or make an adjustment to CCS's compensation if the cost of CCS's performance increased as a result of the delay. Such compensation shall be based upon CCS's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and CCS shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15. TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to CCS. Client or CCS may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of CCS's termination invoice, pay CCS's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE.

16. NOTICE

All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.

17. SURVIVAL

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and CCS, shall survive the completion of Services described herein and termination of this Agreement.

18. GOVERNING LAW

Unless otherwise provided, the substantive law of the state in which the Services take place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

Any litigation between Client and CCS arising out of or relating to the Services, this Agreement or the breach thereof, shall be conducted via a bench trial, WITH THE PARTIES EXPRESSLY WAIVING ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.

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19. ELECTRONIC SIGNATURES

Each Party agrees that the electronic signatures of the parties, whether digital or encrypted, are intended to authenticate this writing and have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, Adobe e-signature, DocuSign, E-sign, facsimile, or e-mail electronic signatures.

20. ENTIRE AGREEMENT

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and CCS, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument by the Parties. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on CCS unless agreed upon in writing by both Parties.

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CCS International, Inc. **2023 Hourly Rates, Cost Management**

Title	Rate
Principal	\$273.00
Senior Cost Manager	\$193.00
Senior Cost Manager (Mechanical)	\$197.00
Senior Cost Manager (Electrical)	\$190.00
Cost Manager	\$111.00
Scheduler	\$207.00
Blended Hourly Rate	\$175.00

OH Rate-145.35% - Profit-10%

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115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

May 26, 2023

BSW
5000 Quorum, Ste. 600
Dallas, Texas 75254

ATTN: Denny Boles

RE: RRPS Additions – Commissioning
(estimated scope to be finalized when more information available)

RRPS Addition - Building

Engineered Commissioning Scope Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IECC Code requirements.

Per your request the following attachment describes the scope of commissioning for the HVAC system and Building Envelope for the project.

Construction Budget - \$ 6million (estimated)
Building Square Footage – TBD – new construction
Mechanical System - TBD

Mechanical / Electrical / Plumbing Systems

- a. Develop Commissioning plan for project and coordinate with project schedule.
- b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required
- c. Issue prejunctional checklist and review Contractor Start-Up Reports.
- d.. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.
- e. Check calibration of 80% DDC space temperature sensors against temperature indication on DDC control system. (minimum)
- f. Check functional testing of heating and cooling sequences for 50% of the HVAC units. (minimum)
- g. Check operating schedules for 50% mechanical units, exhaust fans and pumps are per owner requirements. (minimum)
- h. Check duct system protection to insure interior of main supply and main return ductwork at various locations during construction at duct access doors in ductwork to insure free of construction debris.
- i. Check operation of exhaust fans to insure operating per specified sequence.
- j. Check final Test and Balance Report for supply air grilles. Check grilles on approximately 50% of system after test and balance completed ~~in areas with Lay-in ceiling below 10' A.F.F.~~ Walk with Test and Balance Contractor on any corrections as needed.

Exhibit "E"

- k.. Check and verify 50% temperature set points in controls for both occupied and unoccupied modes are set properly per Owner standard. (minimum)
- l.. Verify domestic water circulating pumps are operating per schedule.
- m. Check mechanical unit interior during and after construction to insure units are clean when turned over at end of project.
- n. Spot check lighting controls are programmed and operating per plans and owner requirements.
- p. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.

Building Envelope (As it affects Building Performance and Comfort)

- a. Spot Check building envelope during construction for drain plane integrity.
- b. Spot Check building envelope during construction for thermal plane integrity.
- c. Spot Check base flashing during construction.
- d. Spot Check window flashing during construction.
- e. Spot Check mechanical unit flashing during construction.
- f. Trips for Envelope will be concurrent with normal Engineering trips and when reviewing mechanical.

General

- a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins.**

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed.

Partial Mechanical - \$ 27,500

Optional Envelope Scope: - \$ 6,000

Total Fee: - \$ 33,500

No travel reimbursement required, local jobsite.

If there are any additional required services and required retesting shall be billed at the following hourly rate:

COMMISSIONING SERVICES	RATE
PRINCIPAL	\$285.00
LEAD COMMISSIONING TECH	\$225.00
COMMISSIONING TECH	\$160.00
ADMINISTRATIVE/CLERICAL	\$100.00

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW

HCE

BY: _____

BY: _____

DATE: _____

DATE: _____

Exhibit "E"

CITY OF ROUND ROCK PUBLIC SAFETY TRAINING CENTER – PHASE 2

SCOPE OF WORK FOR INTERIOR DESIGN SERVICES **BRINKLEY SARGENT WIGINTON ARCHITECTS**

Design Development:

- A. Establish material types for walls, floors as required for budgets

Construction Document Phase:

- A. Present Standards of color and finish quality to Client
- B. Define interiors colorway options for Client review
- C. Present interior preliminary design to Client
- D. Develop final interiors standards for client acceptance
- E. Co-ordinate all aspects of interior design with full architectural drawings.
- F. Present final interior design package including 3D renderings as appropriate to clarify final selections.

Supplemental Agreement

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This document is entitled Supplemental Agreement No. 1, and it supplements “City of Round Rock Agreement for Architectural Services for Public Safety Training Center Phase 2 with Brinkley Sargent Architects” (“Agreement”) for the following Project:

Professional architectural services and design services related to the following: construction of Phase 2 Improvements of the Public Safety Training Center, including classroom space and a EVOC driving track. Said Project more specifically described in Exhibit “A” of the Agreement.

Professional services for this Project shall include, but not be limited to, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Observation. Architect shall be the Architect of Record, and shall be in charge of coordination of consultants.

This Supplemental Agreement No. 1 is made and entered into as of the same date of the Agreement it supplements, that being the _____ day of _____, 2024, and likewise is by and between the same parties, those being the CITY OF ROUND ROCK, a home-rule municipal corporation of Williamson and Travis Counties, Texas (hereinafter referred to as “City” and/or “Owner”) and BRINKLEY SARGENT ARCHITECTS, with offices located at 1005 E St. Elmo Building 8, Austin, Texas 78745 (hereinafter referred to as “Architect”).

WITNESSETH:

WHEREAS, as is recited in the Agreement this document supplements, City intends to provide services for the design and construction of the described project (hereinafter called the “Project”). Architect’s services are desired for purposes including but not limited to being architect of record, coordinating consultants, planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, document production, bidding-related services, and construction observation services related to the Project. Total compensation for Architect’s services under this Agreement shall not exceed the following: **\$1,013,025.00**, *including* reimbursable expenses in an amount not to exceed \$20,000.00.

WHEREAS, as is recited in the Agreement this document supplements, City desires to contract with Architect for the delineated professional services, and for the administration of the Construction Contract during construction of the Project, all as previously and hereinafter stipulated and within the limits the City has budgeted or will budget therefor; and

WHEREAS, as is stipulated in the Agreement this document supplements, Architect has agreed to provide such professional services for the compensation delineated previously and herein;

NOW, THEREFORE, City and Architect, in consideration of the terms, covenants and conditions contained in the Agreement this document supplements and herein, hereby agree as follows:

ARTICLE I
SCOPE OF SERVICES AND COMPENSATION

1.01 Scope. Architect, as an independent contractor and professional consultant in its relationship with the City, shall perform all professional services for the Project as set forth in the Agreement this document supplements and herein.

1.02 Compensation. City shall compensate Architect in accordance with the terms and conditions as recited in the Agreement this document supplements and herein.

Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council Resolution or City Manager action, Architect's total compensation hereunder shall not exceed **\$1,013,025.00**, *including* a not-to-exceed amount of \$20,000.00 for approved Reimbursable Expenses. These amounts represent the absolute limit of City's liability to Architect under this Agreement, unless same shall be changed by additional Supplemental Agreement hereto.

The times and further conditions of payment shall be as described in Article VI hereof.

ARTICLE II
ARCHITECT'S SERVICES

2.01 Basic Services. Architect's Basic Services consist generally of the phases described below, and include complete planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, document production, bidding-related services, and construction observation services, and such other services as may be necessary to assist the City in the design and construction of the Project, within the limits the City has budgeted or will budget therefor, and in compliance with the Project Facility Program, which is hereby made a part of this Agreement for all purposes. Architect agrees that upon execution of this Agreement, it will submit to City within ten (10) days a list of all additional consultants it intends to utilize, not previously identified in Architect's proposal, delineating their respective tasks. All of Architect's consultants shall be subject to the approval of the City through its City Manager, and City reserves the right to reject any consultant. Architect shall perform all work hereunder in a manner satisfactory and acceptable to the City, represented by its City Manager or his designee, hereinafter referred to as "Director." A Performance Schedule shall be agreed to by Architect and Director, and Architect agrees to use its best efforts to complete all services hereunder in accordance with such Performance Schedule. All services shall be performed to the highest professional standard.

2.02 Schematic Design Phase. Architect shall provide the following Schematic Design Phase Services: as delineated in the Agreement this document supplements.

2.03 Design Documents Phase. Architect shall provide the following Design Documents Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

- (1) Architect shall prepare Design Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work, said Design Documents to

include adequate specifications for elements of the Project for consideration and approval by Director. Five (5) copies each of said documents will be submitted to City, each consisting of drawings and other documents to fix and describe the size, cross sections and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other essentials as may be necessary and appropriate. Said documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Said documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. The Design Document Phase shall be completed within the agreed Performance Schedule.

2.04 Construction Documents Phase. Architect shall provide the following Construction Documents Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

- (1) Architect shall prepare from the approved Design Development Documents and updated budget for the Cost of the Work, for consideration of and approval by Director, Construction Documents, which documents shall set forth in detail the requirements of the entire Project, including the necessary bidding information prepared in such a way to allow City, if it so desires, to advertise for the award of one or more contracts for the construction and completion of the entire Project, or any phase thereof, and Architect shall assist City in preparation of the Bidding Forms, shall utilize without modification City's standard General and Supplementary General Conditions, and shall draft all Special Conditions of the Contract. City's standard form of Contract between City and the Contractor shall also be utilized, along with City's form of Bid Bond, Performance Bond and Payment Bond. Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. City shall provide all standard documents for Architect to include in the Project Manual.
- (2) Architect shall file five (5) complete sets of proposed Construction Documents with Director for review and official approval prior to the advertisement of bids for the construction of the Project, and within the agreed Performance Schedule following approval of the Design Documents. Following approval, Architect shall prepare and have on hand additional sets as needed for bidding purposes. Should additional sets be required, Architect will be reimbursed for same as an eligible reimbursable expense, upon approval in advance by City. Architect shall also file with Director at said time, the following items:
 - (a) Tracing of the Project Title Sheet, signed by Architect, with seal affixed. (This tracing shall be returned to Architect to print contract documents when the signatures of City officials have been properly affixed).
 - (b) Four (4) unbound copies of the approved Project Construction Manual for subsequent binding with signed construction contracts. The Project Construction Manual shall include General and Supplementary General Conditions; Specifications and Special Provisions; Advertisement, Instructions to Bidders and Bid Proposal Form; City's Bid Bond, Contract, Performance and Payment

Bond Forms; approved Wage Rates; Federal regulations if applicable to the Project; and other required documents for construction of the Project.

- (3) Architect shall be solely responsible for obtaining the prior approval of the Texas Department of Licensing and Regulation prior to submittal of all Construction Documents to City for approval. Any fees charged by the Department for this approval shall be paid by Architect as a reimbursable expense.

2.05 Bidding and/or Negotiation Phase. Architect shall provide the following Bidding/Negotiation Services: as delineated in the Agreement this document supplements and herein, and as follows:

Following City's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, Architect shall assist City in awarding a construction contract following legal public bid requirements. Architect shall arrange for procuring the reproduction of Bidding Documents, distributing same to prospective bidders, and maintaining records. Owner shall be responsible for payment for the costs of reproduction of such documents, either directly or through reimbursement to Architect. During the bid process, Architect shall assist City as follows:

- (1) Jointly conducting pre-bid conferences, including on-site visits as required, to endeavor to assure that bidders understand the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
- (2) Preparing responses to questions from prospective bidders, and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the required form of addenda to Contract Documents.
- (3) Assisting in the opening of bids, tabulation and evaluation of bids received, and advising on award of the contract.
- (4) Jointly conducting pre-award conferences where necessary.

Architect's assistance to City shall include submitting written reviews and recommendations for awards based upon the acceptability of bids; and, if required by City, more detailed analyses of specific bids. Reviews shall also consider the responsiveness of bids and their conformity with Bid Documents.

2.06 Construction Observation Phase. Architect shall provide the following Construction Observation Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

The Construction Phase will commence with the award of the first Construction Contract and will terminate following the final one-year warranty inspection of the completed Project, correction of all defects in Project materials and workmanship, and resolution of all Project-related claims and disputes. During the Construction Phase, Architect shall provide the following services:

- (1) Architect shall provide administration of the Construction Contract as set forth in the Construction Documents, specifically the General and Supplementary General Conditions. Architect's assigned authority thereunder will not be substantially modified without Architect's written consent.

- (2) Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents will be in a form prepared or approved by Architect and will include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- (3) If deemed appropriate by Architect, Architect will on Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- (4) Interpretations and decisions of Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both Owner and the Contractor, will not show partiality to either, and will not be liable for the results of interpretations or decisions so rendered in good faith.
- (5) Architect shall render initial decisions on claims, disputes or other matters in question between Owner and the Contractor as provided in the Contract Documents. However, Architect's decisions on matters relating to aesthetic effect will be final only if consistent with the intent expressed in the Contract Documents.
- (6) Architect shall report to Owner all deviations from the Contract Documents and most recent construction schedule submitted by the Contractor. However, Architect will not be responsible for the Contractor's failure to perform work in accordance with requirements of the Contract Documents. Architect will be responsible for Architect's acts or omissions, but will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.
- (7) Architect will at all times have access to the work wherever it is in preparation or in progress.
- (8) Owner will endeavor to communicate with the Contractor through Architect about matters arising out of or relating to the Contract Documents. Communications by and with Architect's subconsultants will be through Architect.
- (9) Architect, as a representative of City, shall advise and consult with Director and will keep City informed in writing through him of the progress of the Project, including percent complete on a monthly basis, during the Construction Phase; and after issuance of the "work order" to proceed with the work, all of City's instructions to its Contractors will be issued through Architect. Architect will have authority to act on behalf of Owner only to the extent provided in this Agreement unless otherwise properly modified by written amendment.
- (10) Architect shall provide, during construction, adequate and competent on-site construction observation, periodically visiting the site to the extent necessary to personally familiarize itself with the progress and quality of the work, and to determine if the work is

proceeding in accordance with the Contract Documents. Architect's site observations may be conducted with Owner's designated representative to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected. Field Reports of each visit shall be prepared by Architect and submitted to City. Architect shall employ all reasonable measures to safeguard City against defects and deficiencies in the work of the Contractor. Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will immediately inform Director whenever defects and deficiencies in the work are observed, or when any observed actions or omissions are undertaken by the Contractor which are not in the best interests of City and the Project.

- (11) Based on such observations at the site and on the Contractor's Application and Certificate for Payment, Architect shall determine, monthly, the amount owing to the Contractor and shall certify and forward the Contractor's Application and Certificate for Payment to Director for approval and payment. These certifications shall constitute a representation by Architect to City, based on observations at the site and other data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.
- (12) Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable, Architect will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.
- (13) Architect shall make recommendations on all claims and disputes of City or the Contractor relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may reasonably be required. In the event of litigation, where Architect is named as an additional party with the City, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony.
- (14) Architect shall use its best efforts to promptly review and approve or reject shop drawings, product data and samples and other submissions of the Contractor for conformance only with the design concept of the Project and with the information given in the Contract Documents. Architect shall establish and implement precise procedures, to be approved by City's Director, for expediting the processing and approval of these submissions without delay. Prompt review by Architect of submissions is of prime importance to City and an absolute necessity under the time constraints of the Project.

- (15) Architect shall prepare Change Orders and/or Construction Change Directives to the construction contract, in six (6) copies, after review and approval by City. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Architect's compensation for preparation of Change Orders, if any, shall be determined by Section 2.09(l) below.
- (16) Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by Contractor for submittal with the final Certificate of Payment, and shall prepare and present final Certificate for Payment to Director for City's approval and payment. In addition, Architect shall make inspection of the Project at least thirty (30) days before the expiration of the one (1) year warranty contained in the Contractor's Performance Bond.
- (17) Architect shall conduct regularly scheduled progress meetings with City, the Contractor and major Subcontractors. Minutes of same shall be prepared by Architect with copies submitted to City's Director.
- (18) Architect shall have authority to order minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor's bid price or an extension of the Project Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written Field Orders which interpret the Plans and Specifications, with copies submitted to City's Director.
- (19) Architect shall assemble and deliver to City a set of reproducible Record Construction Drawings showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets, based upon marked-up prints of drawings and other data furnished by the Contractor to Architect. Architect shall provide Record Construction Specifications which will identify the changes in the specifications on a sheet, which sheet will be inserted at the beginning of each section to which they pertain.
- (20) Architect shall obtain from the Contractor and forward to Owner the following: (1) consent of surety or sureties, if any, of reduction in or partial release of retainage or the making of final payment; and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying Owner against liens.

2.07 Warranty Phase. Architect shall assist Owner in scheduling corrections to be made by the Contractor during the warranty period. During the eleventh month following completion of the prime general contract, Architect will arrange for a warranty inspection tour of the entire Project by authorized representatives of City, the Subconsultants and of each prime contractor engaged on the Project. Architect shall then prepare a list of work which needs to be done by each prime contractor to satisfy that prime contractor's warranty obligations to City. For any non-warranty involvement of Architect, payments shall be made based upon the Hourly Rate Schedule contained in this Agreement.

2.08 Project Representation Beyond Basic Services. In the event that circumstances should develop whereby continuous, full-time representation at the Project site is required, the conditions under which

such representation shall be furnished and the Project Representatives selected, employed and directed shall be governed by an additional written Supplemental Agreement between City and Architect.

2.09 Additional Services. Architect shall perform Additional Services, as requested by City, after a not-to-exceed amount has been mutually agreed upon in writing by Director and Architect. Where City Council or City Manager authorization is required, Architect shall not proceed until the appropriate Resolution or directive for such Additional Services has been delivered. The following services are not covered under Article II, which defines and outlines Architect's Basic Services. If any of these Additional Services are authorized in writing by Director in advance of their performance, they shall be paid for in the manner agreed to at the time of authorization.

- (1) Preparing Change Orders and supporting data and/or revising previously approved plans when the changes in approved Plans and Specifications are required by the City. If changes are required to be made because of error, oversight, clarification, discrepancy, or budget overruns in the work of Architect, City shall not be liable to compensate Architect for Additional Services or expenses in such connection.
- (2) Providing consultation concerning replacement of any Project work damaged by fire or other cause during construction, and furnishing professional services as may be required in connection with the replacement of such work, unless damage was the result of Architect's error.
- (3) Providing other extraordinary professional services over and above the contract requirements, where required and requested by City, including extraordinary professional services which might result if the City decides to "fast-track" the Project.

ARTICLE III **CITY'S RESPONSIBILITIES**

3.01 Full information. City shall provide full information regarding requirements for the Project.

3.02 Designate representatives. City shall designate, when necessary, representatives authorized to act in its behalf. City shall examine documents submitted by Architect and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of Architect's work.

3.03 Tests and inspections. City shall furnish, or pay for structural, mechanical, chemical, soil mechanics, and other laboratory tests, reports and inspections as required by law or the Contract Documents.

3.04 Permits. City will furnish the building permit 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 City and are not to be included by Architect in the Specifications for the Project.

3.05 Miscellaneous items. City will also provide Architect with such items as the Project Facility Program; two (2) copies of the City of Round Rock General and Supplementary General Conditions for Building Construction, Instructions to Bidders, Proposal Forms, Wage Rates, Contract and Bond Forms, Bid Advertisement Form, and such other information and materials as may be necessary and practicable for the orderly and expeditious process 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.

ARTICLE IV

FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST

4.01 Budgeted Construction Costs. The fixed limit of total Budgeted Construction Cost for this Project has not been fully ascertained as of the date of making of these Contract Documents. Architect, in consultation with City, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the limits when fixed. With City approval, Architect may also include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit. If the lowest responsible bid is within the fixed limit of total Budgeted Construction Cost for the Project is still less than the fixed limit of total Budgeted Construction Cost for the Project, City shall pay Architect fees for Basic Services in accordance with this Agreement.

4.02 Procedures if Bid(s) Exceed Budgeted Construction Costs. If the lowest responsible bid exceeds its portion of the fixed limit of total Budgeted Construction Cost for the Project, City at its option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase Architect's fee, or (2) authorize rebidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3), Architect, without additional charge, shall immediately modify the Drawings and Specifications as necessary to bring the Project cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by City. Providing this service shall be the limit of Architect's responsibility in this regard, and having done so, Architect shall be entitled to his fees in accordance with this Agreement.

ARTICLE V

REIMBURSABLE EXPENSES

5.01 Reimbursable Expenses. Reimbursable Expenses are *included* in the total not-to-exceed fee delineated in the Agreement this document supplements and herein, and include actual expenditures at actual costs made by Architects, their employees, or their consultants in the interest of the Project.

5.02 Travel, phone, postage, reproduction, etc. The following shall be reimbursable and included in the total not-to exceed fee: reasonable transportation and living expenses of principals and employees when traveling in connection with the Project outside of Round Rock, Texas, essential long distance calls and telegrams, fees paid for the securing of approval of authorities having jurisdiction over the Project, postage, and reproduction of Drawings and Specifications, excluding copies for Architect's office use.

5.03 Overtime. If authorized in advance by City, the expense of extraordinary overtime work, not due to Architect delays, requiring higher than regular rates, and renderings, slides, photographs or models for the City's use shall be reimbursable.

5.04 Texas Department of Licensing and Regulation fees. Any fees charged to Architect by the Texas Department of Licensing and Regulation for review and approval of design or development documents shall be reimbursable.

5.05 Texas Natural Resource Conservation Commission fees. Any related fees charged to Architect by the Texas Commission on Environmental Quality shall be reimbursable.

5.06 Special Consultants. If the employment of special consultants for specialized design services is authorized by City, (for example, special lighting and landscape consultants, special soil mechanics engineers, communications consultants, etc.), fees for other than normally required architectural, structural, mechanical, electrical and civil engineering services and the Basic Services hereinbefore defined, shall be reimbursable.

ARTICLE VI **PAYMENTS TO THE ARCHITECT**

6.01 Basic Services. Payments on account of Architect's Basic Services shall be made monthly in proportion to the degree of completion of each phase, as delineated in the Agreement this document supplements and herein.

As to the Construction Observation Phase fee apportionment, Architect shall invoice for equal monthly payments based upon the contractually-stipulated Construction Period.

6.02 Reimbursable Expenses. Payments for authorized Reimbursable Expenses for Architect, as hereinbefore referred to and in an amount not to exceed \$20,000.00, shall be made following presentation, review and approval of Architect's detailed invoice in triplicate.

6.03 Deductions. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

6.04 Additions. No additions shall be made to Architect's compensation based upon Project construction claims, whether paid by City or denied.

6.05 Abandonment. If any work designed or specified by Architect during any phase or subphase is abandoned or suspended, in whole or in part, Architect is to be paid for the services performed on account of it prior to receipt of written notice from City through its Director of such abandonment or suspension.

6.06 Invoices. Architect's invoices to City shall provide complete information and documentation to substantiate Architect's charges, and shall be in a form to be specified by Director. All payments to Architect shall be made on the basis of the invoices submitted by Architect and approved by Director. Such invoices shall conform to the schedule of services and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by Director, Architect shall comply promptly with such request. In this regard, should Director determine it necessary, Architect shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

6.07 Payment of Invoices. City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Architect and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, City will endeavor to pay Architect promptly, but not later than the time period required under the Texas Prompt Payment Act; however, under no circumstances shall Architect be entitled to receive interest on payments which are late because of a good faith dispute between Architect and City or because of amounts which City has a right to withhold under this Agreement or state law.

6.08 Offsets. City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Architect, regardless of whether the amount due

arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

ARTICLE VII **ARCHITECT'S ACCOUNTING RECORDS**

7.01 Accounting Records. Records of Architect's Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between City and Architect shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

ARTICLE VIII **TERMINATION AND DEFAULT**

8.01 Termination. In connection with the work outlined in this Agreement, it is agreed and fully understood by Architect that Director may cancel or indefinitely suspend further work hereunder or terminate this Agreement either for cause or for the convenience of City, upon fifteen (15) days' written notice to Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. Architect shall invoice City for all work satisfactorily 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. All plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of City upon termination of this Agreement, and shall be promptly delivered to City in a reasonably organized form without restriction on future use. Should City subsequently contract with a new architect for continuation of services on the Project, Architect shall cooperate in providing information.

8.02 Default. Nothing contained in Section 8.01 above shall require City to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms of this Agreement. City shall not be required to make any payments to Architect when Architect is in default under this Agreement, nor shall this Article constitute a waiver of any right, at law and at equity, which City may have if Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

ARTICLE IX **GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS;** **CONTRACT ADMINISTRATION**

9.01 General, Supplementary and Special Conditions. City of Round Rock – Supplementary, Special and General Conditions are to be used by Architect without modification; however, City may, upon prior consultation, approve of any changes that may be necessary for specific cases or instances. Any additional special conditions pertaining to the Project that are approved by City will be included under the Special Conditions portion of the Construction Documents.

9.02 Contract Administration. This Agreement shall be administered on behalf of City by its City Manager, and Architect shall fully comply with any and all instructions from Director. Any dispute arising hereunder shall be submitted to Director, whose decision in the matter shall be final and binding.

ARTICLE X
RESPONSIBILITY FOR WORK, INDEMNIFICATION AND INSURANCE

10.01 Architect's Responsibility for Work. Approval by City shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents and consultants for the accuracy and competency of their Designs, Working Drawings, Specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect, error or omission in the Designs, Working Drawings, and Specifications or other documents prepared by Architect, his employees, subcontractors, agents and consultants.

10.02 Indemnification (Damage Claims). Architect agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Architect's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Architect, his officers, agents, associates, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Architect and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.03 Indemnification (Patent and Copyright Claims). Architect agrees to completely defend and indemnify City, its officers, agents and employees, against a claim that any of the Designs, Plans or Specifications prepared by Architect, its employees, associates or subconsultants, pursuant to this Agreement infringe a U.S. patent or copyright directly, indirectly or contributorily, regardless of whether or not City is proven to have actively induced or contributed to the infringement. Architect will pay any and all resulting costs, damages and attorney's fees finally awarded, provided that:

- (1) City promptly notifies Architect in writing of the claim; and
- (2) Architect has sole control of the defense and all related settlement negotiations.
 - (a) If Architect defends City against such claims, the City Attorney of City shall be kept informed of settlement negotiations and shall execute any settlement agreement reached by Architect on City's behalf.
 - (b) Architect's defense and indemnification under this section is conditioned on City's agreement that if any of the designs, plans or specifications, become, or in Architect's opinion are likely to become, the subject of such a claim, City will permit Architect, at Architect's option and expense, either to procure the right for City to continue using the designs, plans or specifications or to replace or modify the same so that they become non-infringing; and if neither of the foregoing alternatives is available on terms which are reasonable in Architect's judgment, City, to the extent City is legally able to do so, will cease using the designs, plans

or specifications on written request of Architect, in which instance City has the sole option to either require Architect to perform new design work at Architect's sole expense, or to terminate this Agreement.

- (c) Architect has no liability under this section for any claim of infringement based upon the modification or alteration of the designs, plans or specifications prepared under this Agreement subsequent to the Project by City, or by any engineering consultant subsequently employed by City.
- (d) The foregoing states the entire obligation of Architect with respect to infringement of patents and copyrights.

10.04 Insurance. Architect, at Architect's sole cost, shall purchase and maintain during the term of this Agreement the minimum professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) from a company authorized to do insurance business in Texas and otherwise acceptable to City.

10.05 Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Architect, Architect shall require each subconsultant performing work under this Agreement to maintain during the term of the Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Section 10.04 above, including the required provisions and additional policy conditions as shown below in Section 10.06, unless specifically waived by the City Manager. As an alternative, Architect may include its subconsultants as additional insureds on its own coverages as prescribed under these requirements. Architect's certificate of insurance shall note in such event that the subconsultants are included as additional insureds and that the Architect agrees to provide Workers' Compensation coverage for the subconsultants and their employees.

Architect shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Architect must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

10.06 Insurance Policy Endorsements. Each insurance policy under paragraph 10.04 shall include the following conditions by endorsement to the policy:

- (1) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail to:

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

Architect shall also notify City, within 24 hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

- (2) Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are at the sole

responsibility and risk of Architect.

- (3) The Term "City" or "City of Round Rock" shall include all authorities, Boards, Commissions, Departments, and officers of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City of Round Rock.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

10.07 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Architect shall be borne solely by Architect, with certificates of insurance evidencing such minimum coverage in force to be filed with the City.

ARTICLE XI **COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, ETC.**

11.01 Compliance with Laws. Architect, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State Laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by all local, State and National boards, bureaus and agencies. Architect shall further obtain all permits and licenses required in the performance of the professional services contracted for herein.

11.02 Taxes. Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE XII **TERM**

12.01 Term. Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by City's Director, the term of this Agreement shall be from the date hereof until final completion of the Project and all architectural/engineering and construction administration services in connection therewith, including the final one (1) year warranty inspection, and resolution of any outstanding Project-related claims or disputes.

12.02 Project Performance Schedule. Architect understands that the Project Performance Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of services required herein, so that construction of the Project will be commenced as scheduled. In this regard, Architect shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all services required under this Agreement in the highest professional manner.

ARTICLE XIII **FINANCIAL INTEREST PROHIBITED, CONFIDENTIALITY**

13.01 Financial Interest Prohibited. Architect covenants and represents that Architect, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the

construction of the Project.

13.02 Confidentiality. Architect's reports, evaluations, designs, drawings, data, and all other documentation and work developed by Architect hereunder shall be kept confidential, and shall not be disclosed to any third parties without the prior written consent and approval of City's Director.

ARTICLE XIV **GENERAL PROVISIONS**

14.01 Time is of the Essence. Architect understands and agrees that time is of the essence and that any failure of Architect to complete the services for each phase of this Agreement within the agreed Project Performance Schedule will constitute a material breach of this Agreement. Architect shall be fully responsible for its delays or for failures to use his best efforts in accordance with the terms of this Contract. Where damage is caused to City due to Architect's failure to perform in these circumstances, City may withhold, to the extent of such damage, Architect's payments hereunder without waiver of any of City's additional legal rights or remedies.

14.02 Force Majeure. Neither City nor Architect shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

14.03 Assignment. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Architect shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of City's Director.

14.04 Amendments. This Agreement, representing the entire agreement between the parties, may only be amended or supplemented by mutual agreement of the parties hereto in writing.

14.05 Enforcement and Venue. This Agreement shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

14.06 Notices. All notices and correspondence to City by Architect shall be mailed or delivered as follows:

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

and to:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, Texas 78664

All notices and correspondence from City to Architect shall be mailed or delivered to the Architect as follows:

Brinkley Sargent Architects
Denny Boyles, AIA, LEED AP, Principal
1005 E St. Elmo Building 8
Austin, Texas 78745

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its Mayor, duly authorized to execute the same in its behalf by Resolution No. _____ approved by the City Council on _____, and Brinkley Sargent Architects, signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

CITY OF ROUND ROCK, TEXAS

By: _____
Criag Morgan, Mayor

Date: _____

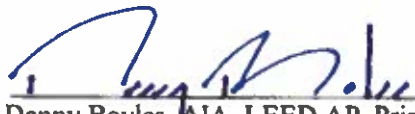
ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

BRINKLEY SARGENT ARCHITECTS

By:  _____
Denny Boyles, AIA, LEED AP, Principal

Date: JANUARY 31, 2024

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, P.O. BOX 12337, AUSTIN, TEXAS 78711-2337 OR 333 GUADALUPE, SUITE 2-350, AUSTIN, TEXAS 78701-3942, TELEPHONE (512) 305-9000, HAS JURISDICTION OVER INDIVIDUALS LICENSED UNDER THE ARCHITECTS' REGISTRATION LAW, TEXAS CIVIL STATUTES, ARTICLE 249a.