



# AIA Document B133™ – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand twenty-two  
(In words, indicate day, month and year.)

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

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

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

McKinney Architects Inc. dba McKinney York Architects  
1301 East 7<sup>th</sup> Street  
Austin, TX 78702  
512-476-0201

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

Round Rock Griffith Building and Paseo  
216 and 212 E. Main Street  
Round Rock, TX 78664

The Construction Manager (if known):  
(Name, legal status, address, and other information)

Unknown as of the date of this Agreement.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The project is generally envisioned as the remodel of the approximately 44,000 square foot Griffith Building on City-owned property located at 216 E. Main Street. The project also includes a Paseo to be located adjacent to the Griffith Building on the location where Palm House currently sits. The Palm House will be relocated prior to construction of the Paseo. Relocation planning for the Palm House beyond that described in the PROGRAMMING SERVICES; SITE EVALUATION, FACILITY CONDITION ASSESSMENT, AND PRELIMINARY FEASIBILITY SERVICES; and EXISTING CONDITION DOCUMENTATION Supplemental Services, collectively, Pre-Design Services, is not a part of the Project. The Paseo will be the gateway connecting two major downtown family locations, Prete Plaza and the new Library green space.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Griffith Building is approximately 44,000 square feet on two levels. The existing site, including 212 and 216 E Main Street is approximately 58,000 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

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Thirteen Million Dollars (\$13,000,000) exclusive of the relocation of the Palm House.

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

- .1 Design phase milestone dates, if any:**
- .2 Construction commencement date:**
- .3 Substantial Completion date or dates:**
- .4 Other milestone dates:**

**§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)**

- ☒ **AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price or a customized version of that agreement coordinated with this Agreement acceptable to the Architect, which acceptance shall not be reasonably withheld.**
- ☐ **AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.**

**§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)**

The Owner anticipates that the Project may proceed in two phases, one for the renovation of the Griffith Building, and a second Project for the Paseo. It is anticipated however, that the construction documents for each will be developed along similar schedules and that construction of each could overlap.

**§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)**

Code minimums only.

**§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.**

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)**

Richard Will  
City of Round Rock

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Building Construction Manager  
General Services Division  
212 Commerce Blvd  
Round Rock, Texas 78664  
Office: 512-341-3311  
richardwill@roundrocktexas.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

None selected as of the date of this Agreement. The Owner anticipates retaining a Construction Manager prior to the end of January 2023.

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

None selected.

.4 Civil Engineer:

N/A

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

None identified as of the date of this Agreement.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Andrew Green, AIA  
Associate, McKinney York Architects  
1301 E. 7<sup>th</sup> Street  
Austin, TX 78746  
512-852-0268  
agreen@mckinneyyork.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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Structures

.2 Mechanical Engineer:

Cleary Zimmerman

.3 Electrical Engineer:

Cleary Zimmerman

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

Civil Engineer: 2P Consultants

Landscape Architect: Lionheart Places

Preservation Consultant: Sharon E. Fleming, AIA

Technology / Acoustics Consultant (Data, Communications, AV, Acoustical, Electronic Security): DataCom Design Group

Surveying & 3D Scanning/Building Information Modeling: Surveying and Mapping (SAM)

Building Enclosure: Terracon

Cost Estimating: AG|CM

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

It is understood that the budget, scope, or other substantive component of the project may be changed as a result of the Pre-Design Services efforts. The Owner and the Architect mutually agree to cooperatively negotiate equitable adjustments to the compensation to fairly reflect such substantive changes to the project. Any adjustments to compensation shall be performed under a Supplemental Agreement executed by the parties.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information pursuant to a Supplemental Agreement executed by the parties..

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement..

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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

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

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

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in all official communications related to substitution requests, clarifications, and interpretations.

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

#### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any

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inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

### § 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics at its sole discretion, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may choose to obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to as set forth in the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development

Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions), if required by Owner, and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Guaranteed Maximum Price, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction pursuant to a schedule agreed upon by the Owner and the Architect, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

**§ 3.6.2.5** The Architect shall render initial decisions on Claims between the Owner and Construction Manager if provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

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

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work in excess of on-site inspections agreed upon by the Owner and the Architect, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to

substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

**§ 3.6.4 Submittals**

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

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

**§ 3.6.4.3** If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

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- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services   | Responsibility<br>(Architect, Owner, or not provided) |
|---|---|
| § 4.1.1.1 Assistance with Selection of Construction Manager                           | Not Provided  |
| § 4.1.1.2 Programming   | Architect   |
| § 4.1.1.3 Multiple Preliminary Designs  | Not Provided  |
| § 4.1.1.4 Existing Conditions Documentation   | Architect   |
| <i>(Row deleted)</i>  |   |
| § 4.1.1.5 Not Used  | Not Used  |
| <i>(Row deleted)</i>  |   |
| § 4.1.1.6 Site evaluation, Facility Condition Assessment, and Preliminary Feasibility | Architect   |
| <i>(Row deleted)</i>  |   |

|            |  |              |
|------------|--|--------------|
| § 4.1.1.7  | Building Information Model management responsibilities               | Not Provided |
| § 4.1.1.8  | Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.9  | Civil engineering  | Architect    |
| § 4.1.1.10 | Landscape design   | Architect    |
| § 4.1.1.11 | Architectural interior design  | Not Provided |
| § 4.1.1.12 | Value analysis   | Not Provided |
| § 4.1.1.13 | Cost estimating beyond those included in Pre-Design Services         | Not Provided |
| § 4.1.1.14 | On-site project representation                                       | Not Provided |
| § 4.1.1.15 | Conformed documents for construction                                 | Architect    |
| § 4.1.1.16 | As-designed record drawings  | Architect    |
| § 4.1.1.17 | As-constructed record drawings                                       | Not Provided |
| § 4.1.1.18 | Post-occupancy evaluation  | Not Provided |
| § 4.1.1.19 | Facility support services  | Not Provided |
| § 4.1.1.20 | Tenant-related services  | Not Provided |
| § 4.1.1.21 | Architect's coordination of the Owner's consultants                  | Not Provided |
| § 4.1.1.22 | Telecommunications/data/AV/Acoustics design                          | Architect    |
| § 4.1.1.23 | Security evaluation and planning                                     | Architect    |
| § 4.1.1.24 | Commissioning  | Architect    |
| § 4.1.1.25 | Sustainable Project Services pursuant to Section 4.1.3               | Not Provided |
| § 4.1.1.26 | Historic preservation beyond those included in Pre-Design Services   | Not Provided |
| § 4.1.1.27 | Furniture, furnishings, and equipment design                         | Not Provided |
| § 4.1.1.28 | Other services provided by specialty Consultants                     | Not Provided |
| § 4.1.1.29 | Other Supplemental Services  | Not Provided |
| § 4.1.1.30 | Project Visualization  | Architect    |

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Pre-design Phase Supplemental Services: As described in Exhibits B and C.

Design and Construction Phase Supplemental Services: As described in Exhibit D.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not applicable.

§ 4.1.3 Not used.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services not set forth in the Supplemental Services listed in Section 4.1, after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .17 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .18 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .19 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .20 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.2

(Paragraphs deleted)

Not Used.

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

- .1 One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Thirty-six ( 36 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion
- .5 One (1) walkthrough at the completion of the project with the project's Registered Accessibility Specialist
- .6 One (1) walkthrough approximately 11 months after substantial completion to make note of warranty items

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within forty-four ( 44 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project reasonable contingencies to cover such costs.

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

**§ 5.5** Not Used.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.8 Not used.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. Upon agreement between the Owner and the Architect, the Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the

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Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall make such adjustments at its sole discretion.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall upon agreement with the Owner, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect lawfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third

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person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Not used.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution..

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

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☒ [ X ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

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

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7

*(Paragraphs deleted)*

Not Used.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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

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

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Not-to-Exceed (NTE) Sum  
(Insert amount)

(Paragraphs deleted)

One million fifty-five thousand five hundred dollars (\$1,055,500)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

#### **Predesign Phase Supplemental Services**

§ 4.1.1.2 Programming: A stipulated sum of eighty-eight thousand four hundred dollars (\$88,400).

§ 4.1.1.4 Existing Conditions Documentation: A stipulated sum of sixty-two thousand two hundred dollars (\$62,200).

§ 4.1.1.6 Site evaluation, Facility Condition Assessment, and Preliminary Feasibility: A stipulated sum of one-hundred thirty thousand dollars (\$130,000).

#### **Design and Construction Phase Supplemental Services**

§ 4.1.1.9 Civil engineering

§ 4.1.1.10 Landscape design

§ 4.1.1.15 Conformed documents for construction

§ 4.1.1.16 As-designed record drawings

§ 4.1.1.22 Telecommunications/data/AV/Acoustics design

§ 4.1.1.23 Security evaluation and planning

§ 4.1.1.24 Commissioning

§ 4.1.1.30 Project Visualization

#### **Fee Design and Construction Phase Supplemental Services:**

Stipulated NTE sum of Two hundred seventy-three thousand dollars (\$223,900).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Hourly at the Architect's and the Architect's current hourly rates or a mutually agreed stipulated sum. The Owner will not require, and the Architect will not perform Additional Services exceeding one hundred thousand dollars (\$100,000) in value.

§ 11.4 Not Used § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |              |           |     |    |
|------------------------------|--------------|-----------|-----|----|
| Schematic Design Phase       | fifteen      | percent ( | 15  | %) |
| Design Development Phase     | twenty       | percent ( | 20  | %) |
| Construction Documents Phase | thirty-five  | percent ( | 35  | %) |
| Construction Phase           | twenty-three | percent ( | 23  | %) |
| Warranty Period              | two          | percent ( | 2   | %) |
| Total Basic Compensation     | one hundred  | percent ( | 100 | %) |

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ 11.6 Not used.

§ 11.6.1 Not used.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Init.

As described in Exhibit A

(Table deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence in accordance with 11.8.3, 11.8.4, 11.8.5, and 11.8.6;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0.0 %) of the expenses incurred.

**§ 11.8.3** 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.

**§ 11.8.4** 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.

**§ 11.8.5** 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.

**§ 11.8.6** Payment for reimbursable expenses set forth in Section 11.8.1, shall not exceed the maximum sum of ten thousand dollars (\$10,000), and such amount is not *included* in the Basic Services and Supplemental Services, and Additional Services fees in 11.1, 11.2, and 11.3, but is included in the total not-to exceed amount of ONE MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$1,670,000).

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

Init.

N/A

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** Not used.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid beyond the date required by the Texas Prompt Payment Act shall bear interest at the rate allowed therein; 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.

**§ 11.10.2.1.1 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 reasonably requested by Director, Architect shall comply promptly with such request. In this regard, in response to a reasonable request from Director, Architect shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

**§ 11.10.2.1.2 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.

**§ 11.10.2.1.3 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

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

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

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

**§ 12.5** The Architect shall have the right to photograph the Project and to use the photos in the promotion of the professional practice through print, presentation and online advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Owner agrees to provide reasonable access to the facility. The Owner also agrees to cite the Architect as the designer in all publicity, presentations, and public relations activities which mention the name of or depict the facility.

Init.

**§ 12.6 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.

**§ 12.7 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.

**§ 12.8 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.

**§ 12.9 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.

**§ 12.10 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:

McKinney York Architect  
Attn: Charles York, FAIA  
1301 East 7<sup>th</sup> Street  
Austin, TX 78702

**§ 12.11 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.

**§ 12.12 Confidentiality.** Except as otherwise provided in the Agreement, 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, except as necessary to perform the services required by the Agreement. This provision shall not apply if the work product is order to be disclosed by court or other legal authority, or is already in the public domain.

**§ 12.13 Registered Accessibility Consultant.** The Owner will engage a Registered Accessibility Specialist (RAS) to perform a review of the Design Development submittals for compliance with the Texas Accessibility Standards and provide comments to the Architect. The Owner will engage the same RAS to register the Project and provide the state mandated reviews and inspections.

#### **ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

Init.

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Not Used.  
(Paragraphs deleted)
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

☒ [ X ]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Architect's and Architect's Consultant's 2022 hourly rate schedule

Exhibit B: Pre-design Phase Supplemental Services Description

Exhibit C: SAM Scope of Work

Exhibit D: Design and Construction Phase Supplemental Services Description

Exhibit E: Total Cost Proposal

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

None

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Charles A. York, FAIA  
Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

# EXHIBIT A

## 2022 Fee Schedule



|                              |            |
|------------------------------|------------|
| Clerical I                   | \$100/hour |
| Clerical II                  | \$130/hour |
| Clerical III                 | \$150/hour |
| Intern                       | \$100/hour |
| Designer I                   | \$110/hour |
| Designer II                  | \$120/hour |
| Architect III / Designer III | \$130/hour |
| Architect IV / Designer IV   | \$140/hour |
| Architect V                  | \$150/hour |
| Architect VI                 | \$170/hour |
| Architect VII                | \$190/hour |
| Architect VIII               | \$210/hour |
| Architect IX                 | \$230/hour |
| Partner                      | \$240/hour |
| Founding Principal           | \$240/hour |
| Principal                    | \$260/hour |

Note: This fee schedule is effective through December 31, 2022. Rates will be adjusted each January to reflect changes in employee costs.

## 2022 Reimbursable Expenses Rate Schedule



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

- In-house printing and plots
  - Black and White Copies* \$0.10 each
  - Color Copies* \$0.20 each
  - Transbond Plots/Copies* \$5.00 each
- Outsourced printing and plots
- Mileage - *current IRS Standard Mileage Rates* for travel outside of Travis and Williamson County
- Postage, handling, and delivery charges
- Furniture and fixture purchases
- Attorney's fees & Architect's time for review and negotiation of agreements with third parties or lenders
- Other direct project expenses

Note: This rate schedule is effective through December 31, 2022. Rates will be adjusted each January to reflect changes in costs.

**STRUCTURESPE, LLP  
PROFESSIONAL SERVICES AGREEMENT  
GRIFFITH BUILDING AND PASEO PRE-DESIGN SERVICES**

**Reimbursable Expenses**

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

**BILLING/PAYMENTS**

**Hourly Rates**

Hourly rates are subject to change on an annual basis.

|                                  |                 |
|----------------------------------|-----------------|
| <i>Principal .....</i>           | <i>\$200/hr</i> |
| <i>Associate Principal .....</i> | <i>\$185/hr</i> |
| <i>Sr. Project Manager .....</i> | <i>\$165/hr</i> |
| <i>Project Manager .....</i>     | <i>\$155/hr</i> |
| <i>Project Engineer .....</i>    | <i>\$145/hr</i> |
| <i>Graduate Engineer .....</i>   | <i>\$130/hr</i> |
| <i>Designer .....</i>            | <i>\$120/hr</i> |
| <i>Drafter .....</i>             | <i>\$100/hr</i> |

**Invoices**

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

If you agree with this proposal, sign, and return Part II, Terms and Conditions, at your earliest convenience.

This proposal is valid until **December 31, 2022**. We look forward to the opportunity to work with you. If you have any questions regarding our proposal, please contact us.

Sincerely,



\_\_\_\_\_  
Dante Angelini, Principal

## Exhibit A – 2022 Hourly Rate Schedule

| Division                             |                                      | Rate  |
|--------------------------------------|--------------------------------------|-------|
| <b>Design</b>                        | Principal                            | \$250 |
|                                      | Electrical Engineer                  | \$195 |
|                                      | Technology Design Consultant         | \$190 |
|                                      | Mechanical Engineer                  | \$190 |
|                                      | Mechanical Designer                  | \$150 |
|                                      | Electrical Designer                  | \$160 |
|                                      | Plumbing Designer                    | \$145 |
|                                      | Construction Inspector               | \$145 |
|                                      | Modeling Technician                  | \$130 |
| <b>Commissioning</b>                 | Principal                            | \$250 |
|                                      | Project Manager                      | \$175 |
|                                      | Mechanical Engineer                  | \$190 |
|                                      | Electrical Engineer                  | \$195 |
|                                      | Field Technician                     | \$145 |
| <b>SCADA</b>                         | SCADA Engineer                       | \$225 |
| <b>Administration</b>                | Clerical                             | \$105 |
|                                      | Accounting                           | \$150 |
| <b>Expenses</b>                      | Cost plus 10% unless otherwise noted |       |
| *Rates are subject to annual review. |                                      |       |



203 E. Main Street, Ste. 204  
Round Rock, Texas 78664  
512-344-9664  
TBPE FIRM #F-19351

## **STANDARD RATE SCHEDULE**

### **Labor Rates**

The following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

### **DIRECT LABOR**

#### **OFFICE PERSONNEL SERVICES**

##### **Classification**

|                                 |                |
|---------------------------------|----------------|
| Operations Manager .....        | \$185 per hour |
| Sr. Project Manager .....       | \$160 per hour |
| Project Manager .....           | \$150 per hour |
| Engineer (P.E.) .....           | \$130 per hour |
| Engineering Designer.....       | \$110 per hour |
| Graduate EIT .....              | \$100 per hour |
| Engineering CAD Technician..... | \$ 80 per hour |
| Administrative Assistant.....   | \$ 70 per hour |

### **DIRECT EXPENSES**

#### **Transportation:**

By Firm's Passenger Vehicles

Charged at current IRS allowable rate

Reproduction & Printing by Firm, Expense

Cost Plus 15%



LIONHEART

## EXHIBIT A

### Employee Classification Hourly Billing Rates

|                            |                |
|----------------------------|----------------|
| PROFESSIONAL WITNESS       | \$400          |
| PRINCIPAL                  | \$200 to \$300 |
| PLANNER/LANDSCAPE DESIGNER | \$75 to \$200  |
| INTERN                     | \$55 to \$85   |
| PROJECT ASSISTANT          | \$65 to \$110  |

Note: Other Project Specialists will be billed at their applicable billing rates not to exceed \$175



**TERRACON CONSULTANTS, INC.  
AUSTIN FACILITIES SERVICES**

**2022 FEE SCHEDULE FOR PROFESSIONAL SERVICES (Rate 1)**

| <b><u>Professional Staff</u></b>           | <b><u>Hourly Rate</u></b> |
|--|---------------------------|
| Senior Principal.....                      | \$ 285.00 per hour        |
| Principal.....                             | \$ 265.00 per hour        |
| Senior Consulting Professional .....       | \$ 235.00 per hour        |
| Senior Engineer .....                      | \$ 215.00 per hour        |
| Senior Architect.....                      | \$ 215.00 per hour        |
| Senior Facilities Professional .....       | \$ 215.00 per hour        |
| Project Engineer .....                     | \$ 195.00 per hour        |
| Project Architect.....                     | \$ 195.00 per hour        |
| Project Facilities Professional .....      | \$ 195.00 per hour        |
| Senior Staff Engineer .....                | \$ 170.00 per hour        |
| Senior Staff Architect .....               | \$ 170.00 per hour        |
| Senior Staff Facilities Professional ..... | \$ 170.00 per hour        |
| Staff Engineer .....                       | \$ 140.00 per hour        |
| Staff Architect .....                      | \$ 140.00 per hour        |
| Staff Facilities Professional .....        | \$ 140.00 per hour        |
| Field Engineer.....                        | \$ 120.00 per hour        |
| Field Facilities Professional.....         | \$ 110.00 per hour        |
| Engineering Assistant .....                | \$ 85.00 per hour         |
| Technician II .....                        | \$ 90.00 per hour         |
| Technician I .....                         | \$ 80.00 per hour         |
| CAD Manager .....                          | \$ 130.00 per hour        |
| Senior CAD Operator .....                  | \$ 125.00 per hour        |
| CAD Operator .....                         | \$ 110.00 per hour        |
| CAD Designer.....                          | \$ 110.00 per hour        |
| Project Coordinator .....                  | \$ 100.00 per hour        |
| Administrative Manager .....               | \$ 100.00 per hour        |
| Senior Administrative Staff.....           | \$ 100.00 per hour        |
| Administrative Staff II .....              | \$ 100.00 per hour        |
| Administrative Staff III .....             | \$ 100.00 per hour        |

**Expenses**

Subcontractors, Equipment Rental, Supplies and Reimbursable Expenses including Travel will be billed at cost plus 15%.

Personal and company vehicle mileage will be billed at the IRS reimbursement rate plus 15%.

**Rates effective through December 31, 2021.**

Reliable ■ Responsive ■ Resourceful

**Personnel Titles and Hourly Rates - 2022**

| TITLE                        | BILLABLE HOURLY RATE |
|------------------------------|----------------------|
| Principal                    | 198.00               |
| Associate Principal          | 186.00               |
| Senior Project Manager       | 179.00               |
| Senior Technology Consultant | 160.00               |
| Technology Consultant        | 138.00               |
| Contract Administration      | 98.00                |
| Technology Support (CAD/BIM) | 67.00                |
| Administrative / Accounting  | 58.00                |

Constant Springs Preservation Consulting  
1206 Constant Springs Drive  
Austin, Texas 78746  
512.468-1454

July 25, 2022

McKinney York Architects  
Atten: Andrew Green  
1302 East 7<sup>th</sup> Street  
Austin, Texas 78746

Re: Griffith Building and Paseo, City of Round Rock, Pre-Design Services

Andrew,

Please see the attached proposal for services to McKinney York Architects for Pre-Design Services for this project.

**REDACTED**

This fee proposal has a total cost of [REDACTED] based on time to perform the Scope of Services at an hourly rate of \$150/hr. Project scope changes or revisions which cause unanticipated changes or increases to the anticipated time commitment will be considered cause to seek additional compensation beyond those stated herein. Reimbursable expenses will be charged at their actual cost and submitted with receipts for payment.

Thank you for the opportunity to prepare this professional services proposal for this exciting project. Please don't hesitate to contact me if you have any questions.

Sincerely,

Sharon Fleming, AIA

Constant Springs Preservation Consulting

REDACTED

**HOURLY RATES:**

AG|CM proposes to complete the requested scope of services for the Not-To-Exceed (NTE) value(s) shown above based on the proposed positions & hourly bill rate. A cumulative timesheet log will be provided with invoices indicating prior & current billed amounts/hours along with a remaining amount/hours relevant to the NTE value(s) shown above.

| <u>Position Titles</u> | <u>Duties / Discipline</u>          | <u>Bill Rate</u> |
|------------------------|-------------------------------------|------------------|
| VP of Preconstruction  | Quality Assurance / Quality Control | \$170.00         |
| Lead/Chief Estimator   | General Conditions / Requirements   | \$155.00         |
| Senior Estimator       | Facility Services                   | \$135.00         |
| Senior Estimator       | Facility Construction               | \$125.00         |
| Estimator              | Facility Construction               | \$80.00          |

A fully-loaded Hourly Bill Rate is defined as an employee's base hourly rate plus a multiplier to include labor overhead (including fringe benefits), general and administrative (indirect) expenses and profit.

REDACTED

## **EXHIBIT B**

### **Predesign Supplemental Services Descriptions**

Deliverables for Pre-Design Services:

- 1) Site evaluation, facility condition assessment and preliminary feasibility report.
- 2) Final program document.
- 3) Site Survey.
- 4) Existing Building Revit Model, point cloud, and 3-d photography record.

#### **ARTICLE 1      PROGRAMMING SERVICES**

##### **§1.1      Identification of Project Values, Goals, and Objectives**

**§1.1.1** Subject to the limits below, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, relocation options for the Palm House, and other relevant criteria. Visioning session shall also establish an initial project budget model with target allocations by discipline.

One (1) session to determine values and goals.

**§1.1.2** Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

**§1.1.3** Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

##### **§1.2      Information Gathering**

**§1.2.1** The Architect shall compile and review Project-related information, including the following:

- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

**§1.2.2** The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

**§1.2.3** Subject to the limits below, the Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and
- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

Up to six (6) 1-hr interviews for the purpose of gathering data.

**§1.2.4** If applicable, the Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

**§1.2.5** Subject to the limits below, the Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

Up to two (2) interviews for the purpose of gathering data.

### **§1.3 Public Meetings and Hearings.**

**§1.3.1** Subject to the limits below, the Architect shall attend public hearings and citizen information meeting orchestrated by the Owner. Architect shall assist Owner in preparation of presentation materials as necessary for such public meetings and hearings.

Up to two (2) public meetings and hearings.

### **§1.4 Data Analysis**

**§1.4.1** Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

**§1.4.2** The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

**§1.4.3** The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

#### **§1.5 Initial Program Document and Presentation**

**§1.5.1** The Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

**§1.5.2** Subject to the limits set forth below, the Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. Subject to the limits set forth below, the Architect shall make special presentations to individuals or groups not included as programming participants.

Up to six (6) 1-hr presentations to programming participants.

One (1) adjustment to the initial program document.

#### **§1.6 Development of Final Program of Project Requirements**

**§1.6.1** Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

**§1.6.2** The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

**§1.6.3** The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces;
- .2 establishing sizes and relationships;
- .3 establishing efficiency factors; and
- .4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

**§1.6.4** The Architect shall prepare a **final program document** (*deliverable*) detailing all items identified the above in the "Development of Final Program Requirements" above, incorporating written and graphic materials that may include

- .1 an executive summary;
- .2 documentation of the methodology used to develop the program;
- .3 value and goal statements;
- .4 relevant facts upon which the program was based;
- .5 photo documentation of relevant existing site and building features;

- .6 aspirational images;
- .7 conclusions derived from data analysis;
- .8 relationship diagrams;
- .9 flow diagrams;
- .10 matrices identifying space allocations and relationships;
- .11 space listings by function and size; and
- .12 space diagrams, as needed, to convey program information.

**§1.6.5** The Architect shall make special presentations to individuals or groups not included as programming participants and Programming Services exceeding the limits indicated as an Additional Services.

**§1.7 Programming Services Not Provided**

**§1.7.1** During the Information Gathering efforts, the Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth below, the Architect shall visit the identified facilities and operations.

Zero (0) facility visits

## **ARTICLE 2      SITE EVALUATION, FACILITY CONDITION ASSESSMENT, AND PRELIMINARY FEASIBILITY SERVICES**

### **§2.1      Site Evaluation and Condition Assessment**

**§2.1.1 Site Evaluation.** Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing land development codes, ordinances, and regulations that impact the Owner's Project Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

**§2.1.2 Site Features Assessment.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

### **§2.2      Facility Condition Assessment**

**§2.2.1 Building Code Review.** The Architect shall review the requirements of Building and Accessibility codes, and regulations that pertain to the Project. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

**§2.2.2 Exterior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation of the exterior conditions of the Griffith Building and Palm House, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation. If applicable, the Architect shall identify the next safety inspection date for exterior components.

**§2.2.3 Interior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.4 Structural Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the structural systems of the Facility. The assessment shall identify the existing structural system(s); describe their current conditions; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.5 Mechanical, Electrical, and Plumbing Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.6 Conveying Equipment.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators, escalators, and moving walks. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.7 Life Safety and Fire Protection Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§2.2.8 Data and Communication Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

### **§2.3 Preliminary Feasibility Services**

**§2.3.1 Preliminary Assessment of Owner's Project Objectives.** Provide a preliminary assessment of the Owner's Project Objectives and identify constraints and opportunities that will impact them.

**§2.3.2 Historic Resource Services for the Feasibility of the Palm House Relocation.** Evaluate the feasibility of the Palm House relocation by, as applicable: (1) performing on-site observations of the historic structure and intended relocation site; (2) assessing the condition of the Historic Palm House and identifying the scope of services and further investigations necessary to prepare documents needed to secure the services of a building mover to relocate the structure; (3) assessing the physical and historical characteristics of the intended relocation site; (4) assessing preservation laws, standards, and regulations that impact the relocation; (5) assessing available routes between the current location and the intended relocation site; (6) assessing the availability of building movers qualified to relocate the historic structure; (7) assessing land development codes, ordinances, and regulations that impact the relocation on the intended relocation site; (8) assessing utilities available to the intended relocation site; and (9) assessing the access, circulation, and parking for the intended relocation site; (10) consult with the City on their notification responsibilities and assist the City in developing notifications required, including attending a meeting with the City and up to two meetings with preservation authorities having jurisdiction. The Architect shall make recommendations to the Owner based on its evaluation.

**§2.3.3 Conceptual Drawings.** Prepare conceptual development drawings based on the Owner's Project Objectives. The drawings may show, as the Architect deems appropriate, locations for the four primary intended building users, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.

**§2.3.4 Estimate of the Cost of the Work.** Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site , relocation of the Historic Palm House, and renovations to the Griffith Building.

**§2.4** The Architect shall prepare a **site evaluation, facility condition assessment and preliminary feasibility report** (*deliverable*) that may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 conclusions and recommendations

**§2.5 Site Evaluation, Facility Condition Assessment, and Preliminary Feasibility Services Not Provided**

**§2.5.1 Identification of Environmental Requirements.** Identify environmental requirements that may apply to the Owner's Project Objectives, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.

**§2.5.2 Context Description.** Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.

**§2.5.3 Cultural Factor Assessment.** Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner's Project Objectives on the cultural significance of the site, surrounding sites, and community.

**§2.5.4 Historic Resource Inventory.** Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

**§2.5.5 Hazardous and Toxic Materials:** Identify potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

### **ARTICLE 3      EXISTING CONDITION DOCUMENTATION**

**§3.1    Existing Conditions Documentation:** Full scope of the Existing Conditions Documentation is described in the SCOPE OF SERVICES AND ESTIMATED FEE GRIFFITH BUILDING AND PASEO – ROUND ROCK SITE SURVEY AND BUILDING DOCUMENTATION section of the proposal letter from SAM to McKinney York Architects as revised and dated August 02, 2022, including the 'Exhibit A' to that letter. That letter is attached as Exhibit C.



# Exhibit C

## **SCOPE OF SERVICES GRIFFITH BUILDING AND PASEO – ROUND ROCK SITE SURVEY AND BUILDING DOCUMENTATION**

### **PROJECT OVERVIEW**

Surveying And Mapping, LLC (SAM) proposes to provide a Site Survey and Building Documentation to McKinney York Architects (Client). The survey will be of the property shown on the Williamson County Appraisal District map as PID R071300. The survey will be of Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas. The property is approximately 0.9629 acres. As shown on Exhibit A below.

### **SITE SURVEY ASSUMPTIONS**

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide Right of Entry and access to any private properties as required to perform the services described herein, and if necessary gain permission of adjoining properties.
- SAM assumes that no significant discrepancies will be found between the proposed survey and Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas. Supplemental work to rectify or validate the prior survey is not within this scope.
- Only property corners for Lots 1 through 5, east half of Lot 6, and Lots 12 through 15, Block 21, City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 190, Plat Records of Williamson County, Texas; will be verified.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project Work Area.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- The client will provide a current Title Commitment with copies of all deeds referenced therein.
- The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be certified to applicable engineering and/or surveying standards.
- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. Providing QL-B information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via normal QL-B methods.
- Non-metallic piping, inactive electric, and/or communication lines may or may not be found by normal



QL-B practices. SAM does not represent that all existing utilities will be found.

- Client will provide SAM with available record information and profile drawings of all the utilities within the project site, if available.
- Traffic control and permitting will not be required for this project.
- These services described herein are intended for design purposes only and do not include those services which may be required during construction of future improvements.

## **SURVEY SCOPE OF SERVICES**

### **SITE SURVEY:**

Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geoid 18. Research the current ownership deeds and/or plats of the subject lot and adjoining properties, locate existing boundary monumentation and analyze the found boundary monumentation to determine the location of the boundary lines. The boundary lines, monuments found or set based upon the current description of the property as shown in current deed and/or plat of record will be shown. Easements shown on the current plat and/or deed of record for this property will be shown on the survey. If a Title Commitment is provided by the Client, the easements listed within the Title Commitment will be reviewed and if they affect the subject lot, be plotted on the survey. No additional research for easements will be performed.

Locate all physical improvements within the project limits including: buildings, walls, fences, walks, driveways, curblines, edge of pavement, and observable surface evidence of utilities. Locate above ground evidence of utilities including: utility poles, guy wires, light poles, CATV pedestals, electric transformers, junction boxes, hand holes, meters, water meters, water valves, fire hydrants, gas meters, gas valves, clean outs, steam manholes, petroleum witness posts, telephone manholes, pedestals, hand holes, traffic control signals, manholes and cabinets. An 811/Texas One Call request will be submitted. Any markings of underground utilities made subsequent to that request will be located and shown on the survey. Sanitary and storm sewers on or adjacent to the site will be located with top of structure elevation, invert elevation and pipe sizes noted, including one structure upstream and downstream. Connections, pipe sizes and direction as best can be determined will be shown.

Elevations of the site including spot elevations at 20 foot intervals on the Paseo Site and 50 foot intervals on remainder of survey area, and at major grade breaks will be obtained. A 3D DTM surface will be produced and the site topography will be shown at 6-inch contours on Paseo Site and one-foot contours on remainder of survey area. Locate existing trees on site that are 8 inches in diameter or larger (at breast height), tag tree with point number assigned during survey, note trunk diameter, species or common name. Trees will be represented on the plans by a concentric circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree's trunk diameter. (i.e. tree with 15" trunk diameter would be represented at plan scale by a 30 foot diameter circle) A table listing the trees by tree tag number with size and common name will be placed on the survey.

Two (2) benchmarks will be set on or near the property and will be shown on the survey. Any primary horizontal and vertical control points set for the project will be shown on the survey. The survey will include: a vicinity map, flood zone designation, legal description, street address, and a surveyor's certificate. The survey will be



prepared and meet the requirements set forth in the TSPS Manual of Practice for Land Surveying in Texas, Category 1B Condition II.

SAM will provide all the following Subsurface Utility Engineering (SUE) services to the normal standard of care applicable in the Subsurface Utility Engineering (SUE) profession. The services meet the standard guidelines of ASCE C-I 38-02 circular for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

**Quality Service Level D (QL-D)** – Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include electrical, telephone, cable TV, fiber optic, gas, petroleum, water, wastewater, steam, and storm drain systems. These services will be provided for the red and orange areas outlined in Exhibit 'A'.

SAM will attempt to contact utility providers, counties and other agency suppliers identified by utility easement information, Texas One-Call systems, and by field reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project. Any utility that is found in the field, by use of utility designating equipment and is not evident on any collected record information, will be shown in the QL-B utility file as an "unknown" utility as required by ASCE CI 38-02.

**Quality Service Level C (QL-C)** – SAM survey crew will provide this service consisting of field surveying to obtain accurate horizontal position of readily visible utility surface features associated with the underground utility systems located within the project limits. These services will be possibly be provided for the red and green areas outlined in Exhibit 'A' but is dependent on which option the client selects.

**Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities)** – Designating is to indicate, by marking with paint the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. SAM will provide the following designating services to aid the Client in the design of site, ROW, construction plans, or project development plans, or for other purposes as agreed to by the parties. SAM will:

- Provide QL-B services for the green area outlined in Exhibit 'A'.
- Provide all equipment, personnel, and supplies required for performing toning services. SAM shall determine which equipment, personnel, and supplies are required to perform these toning services.
- Designate the existing underground utilities, which may consist of water, wastewater, gas, petroleum pipelines, telephone, fiber optics, cable TV, and electrical utilities within the project area previously described.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground so that their location can be surveyed.
- Analyze and correlate the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information, if any are identified.



### **SITE SURVEY DELIVERABLES**

- PDF and AutoCAD file of the Site Survey.
- PDF and/or hardcopy of a written legal description of the site.
- A digital CAD file depicting the results of the QL-B locations for utilities investigated within the project area will be prepared for this project. The file will clearly identify all utilities discovered from QL-D and QL-C investigation and could not be collected in the field as QL-B information. These utilities lines will have a unique line style and symbology in the QL-B plan deliverables. The type of utility, color-coded to American Public Works Association standards, will reference the utility company or agency name, address, telephone number and contact person.

### **EXCLUSIONS**

The following items are excluded from this proposal:

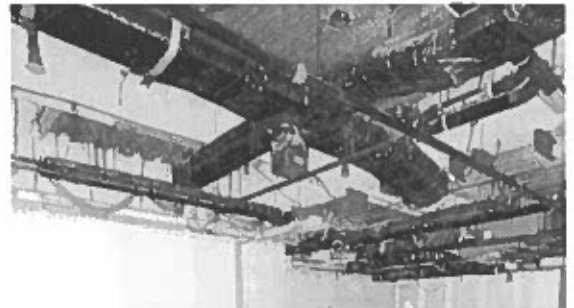
- Survey work outside of the project limits.
- Survey of the relocation site for the Palm House.
- Easement descriptions and platting for new proposed easements.
- Land Title Surveys.
- Wetland delineation.
- Zoning interpretation.

### **SURVEY SCOPE OF SERVICES**

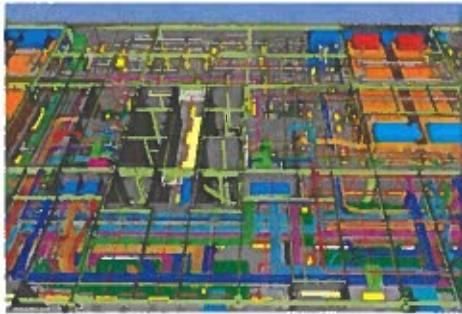
#### **BUILDING DOCUMENTATION:**

To perform a base existing site and building survey, SAM proposes to utilize a combination of sound survey methodology and advanced 3D laser scanning technology as the primary means for obtaining as-built measurements of the existing floor building structure and MEP utilities. All SAM scanners are Leica Class 1, eye safe instruments. The laser scanner works on line of sight. Therefore, from any single scanner location there will be scan “shadows” (i.e. data that will not be collected on objects which are hidden from the laser).

In order to minimize these shadows, multiple scanner locations will be utilized. It is expected, however, that even with “best effort”, there will be areas where some amount of data is unattainable. If specific locations are critical to the project, hand measurements will be taken to supplement the scan data. Laser scanning will also be supplemented with terrestrial total station survey instruments to assist in traversing and establishing control throughout the project area for proper registration of all scan data. This is important when laser scanning multiple large floor areas.



SAM will develop a 3D Revit 2019 model from the point cloud data acquired. The 3D Revit model will include the elements described in the Assumptions Section. The modeled objects will be developed to a LOD 200 as defined by BIMForum’s LOD guide.



This proposal references the Level of Development Specification (Version: 2019) published by the BIMForum. This specification is freely available through a link on this page <https://bimforum.org/lod/>. The Level of Development (LOD) Specification is an industry standard reference that defines and illustrates characteristics of model elements of different building systems at different Levels of Development. Where the acronym 'LOD' is used within the body of this proposal, reference is hereby made to that document.

As part of SAM deliverables, we will provide a software viewing package called TruView for your use. The 3D laser scanning operation

and data collection will capture full 360 information from each instrument location. It has been our experience that a vast wealth of valuable information will be collected during the scanning operations. In particular, all exposed FP and MEP elements and exposed structural details that may not be captured in the LOD 200 specification.

#### **BUILDING DOCUMENTATION ASSUMPTIONS**

The following assumptions were made during the preparation of this scope of services and fee development. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

1. The limits of the area to be included for the 3D Documentation and Modeling/Drafting Services will include the approx. 44,000 sqft of Interior areas and the exterior perimeter of the building. All sidewalks will be included on the exterior of the building scanning. The interior scanning will include the above ceiling areas and it is assumed that drop ceilings will be removed prior to the scanning effort
2. SAM field crews will be provided free and clear (uninterrupted) access to the entire project site area from 7am to 6pm on business days. Any delays in access will be billed to the client and may require a Change Order should the need arise.
3. Any delays not caused by SAM will be charged by the hour.
4. SAM personnel will meet or exceed Client's safety protocols and standards.
5. SAM will conduct a daily "tail gate safety moment" safety briefing to outline the anticipated field hazards that are expected to be encountered for the day.
6. SAM crews will not be expected to enter any confined spaces.
7. SAM field crews will not move any stockpiled material or debris to accomplish the survey.
8. SAM field crews will not be working in any hazardous or contaminated areas.
9. Client will supply the following:
  - a. Copies of all existing records and plans, including but not limited to floor plans, CAD/BIM Drawings for the existing Area of Interest (AOI).
  - b. Contact and coordinate with the facility owners/managers, ahead of SAM's mobilization, for approval to access the various areas on their property within the project site.
  - c. Notify SAM, prior to coming to the Project, of any special requirements for access and the performance of the work.
10. For field effort, we have assumed the following for the basis of a fee calculation:
  - a. Access to the Project Site will be permitted on Monday through Friday between the hours of 7:00am – 6:00pm for the as built documentation, and for a minimum of eleven (11) consecutive hours per day. Any modifications of less than eleven (11) hours per day, will modify the fee.



- b. Permanent Survey Control can be set within the building and AOI. Texas State Plane Coordinate System and NAVD 88 Vertical datum will be utilized. Scans will be in true color.
  - c. The building is assumed to have an existing HVAC system to keep the internal temperatures above 50° F and below 95° F, which is the optimal temperature range for the 3DLS equipment.
  - d. It is not anticipated that an escort or security procedures are required for the 3DLS effort.
  - e. It is assumed that the Project Site is safe for occupation and habitable, with no specific OSHA training or safety certifications. Personal Protective Equipment (PPE) required will be work boots and safety vest. SAM's field personnel comply with all CDC Guidelines pertaining to COVID-19.
  - f. Existing AC power outlets will be provided for the charging of equipment within the AOI.
  - g. Adequate building lighting is or will be provided for the AOI during the project.
  - h. It is anticipated that free parking will be provided on-site. If free parking is not provided, the expense for parking will be submitted as a reimbursable expense.
11. The following assumptions have been made regarding the Deliverables:
- a. Exports of Point Cloud:
    - i. A registered, georeferenced to Texas State Plane Coordinate System and NAVD 88 Vertical Datum, and full color .PTX file with noise removed from scans.
    - ii. Delivery will occur via the SAM FTP site.
  - b. Point Cloud Viewer (TruViews):
    - i. The point cloud viewer will show the cloud in true color mode.
    - ii. The viewer installation files, Leica TruView, will be provided free of charge.
    - iii. Delivery will occur via the SAM FTP site
  - c. 3D Model:
    - i. A 3D Model prepared in Revit in the Architects Revit Version
    - ii. Elements 1" and greater to be modeled. Racks consisting of 4x or greater volume of conduits will be modeled (if the conduits are 1" or greater). Due note objects of this size are difficult to fully capture in the scan data (when other MEP is present). Simplified representations of the conduits may be used when necessary.
    - iii. Model elements set to existing phase.
    - iv. Model elements will be drawn orthogonally whenever the design intent was an orthogonal layout.
    - v. Different floor types will be separate elements (i.e. concrete slab vs. grating over a trench).
    - vi. Level of Development 200
      - a. The 3D model of the AOI will include: Architectural, Sitework, exposed MEP & FP components.
      - b. The architectural components will include: Walls, Doors, Windows, Stairs and Ramps; Columns, Beams, Structural Ceilings / Slabs; Drop Ceilings, Floors and & Floor finishes; Casework; Cabinets; Sitework – Sidewalks, Curbs, Landscaping
      - c. The FP and MEP components will include all piping and conduits 1" and greater in diameter. Ducts, MEP Equipment; MEP above the drop ceilings.
      - d. Fixtures: Lights, Sinks, Toilets, Cabinets, Outlets, Computers; Diffusers, Smoke Detectors, FA Strobes and Sirens, Security Cameras, Intercom, Exit signs.
      - e. No other items will be modeled.
      - f. Depicted for overall size, shape and orientation based upon the 3DLS data.



- g. Non-geometric intelligence will not be included.
- vii. Delivery will occur via the SAM FTP site
- d. Virtual Tour:
  - i. A color high definition spherical photographic interface.
  - ii. Up to 200 inspection photos hyperlinked inside the virtual tour.
  - iii. Delivery will occur via the SAM FTP site

#### **Additional Services**

In addition to the services outlined above, SAM can provide additional services as requested by the client on a TIME and MATERIALS basis, based upon our attached Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service. These additional services include but are not limited to the following:

- Additional surveying or scanning due to changes in scope made by the Client after survey tasks have been performed.
- Additional work due to changes in alignment made by the Client after initial acquisition has been performed.
- BIM Modeling

#### **BUILDING DOCUMENTATION DELIVERABLES**

##### **Point Cloud Viewer**

SAM will supply Leica TruView software for use by the client, so the point cloud data can be easily viewed and measured. The point cloud information will be generated by Cyclone PUBLISHER™ which publishes as built point clouds in a user friendly, panoramic viewing format. TruView provides intuitive viewing, measuring and mark-up via web or via local file. Published point cloud data can be posted to the web for immediate viewing, measuring and mark-up anywhere for use by the Team. Published point cloud data can also be saved on local files, on CDs or FTP sites.

##### **Point Cloud Data**

In discussions with the Project Team, it is understood that the Point Cloud Data is required to be a deliverable (in PTX format). This format will allow the project team to view the point cloud in a variety of CAD software.

##### **3D Model**

A 3D Model in the architects version of Revit will be prepared from the acquired point cloud data. The model will include the elements described in the Assumptions Section. The modeled objects will be developed to a LOD 200 as defined by BIMForum's 2019 LOD guide. The purpose of the as built model is to establish an accurate as built condition of the AOI architectural, Sitework and MEPFP equipment for coordination and planning purposes.

##### **Virtual Tour**

SAM will supply a Virtual Tour for the project site as described above. The Virtual Tour consists of high resolution color imagery in a spherical format. This easy to use, self-contained viewing file will allow the user to rotate left and right; look up and down; and zoom in and out from the position of the camera.



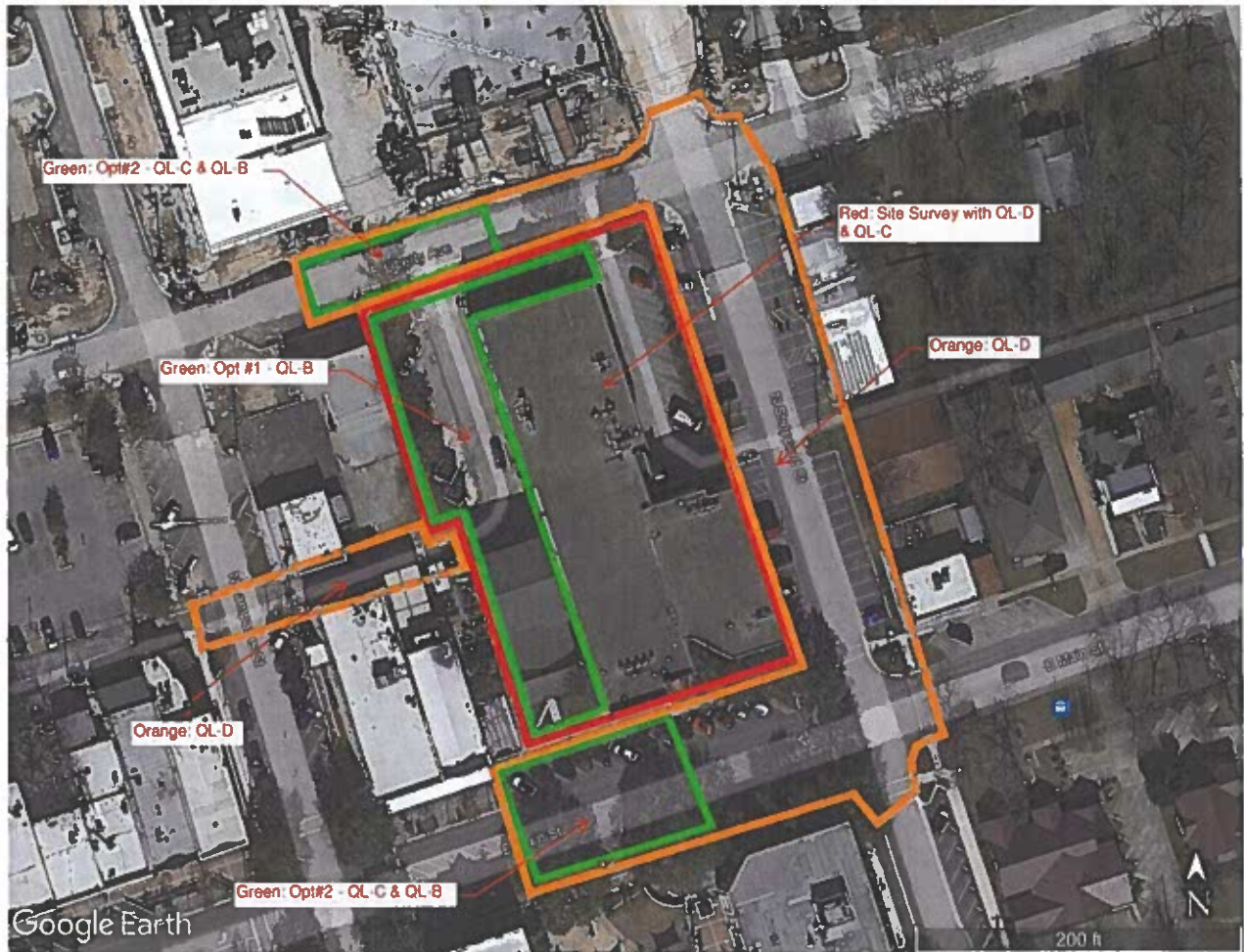
#### **PROJECT SCHEDULE**

Upon approval of a Professional Services contract, a project schedule and timelines will be established and coordinated. For the purposes of this proposal, we are assuming notice to proceed will occur between August and September of 2022.

**SITE SURVEY:** Survey field crews will mobilize to the site within five (5) to ten (10) business days from receipt of an executed agreement and right of entry to the site. Delivery of the Site Survey will be provided within twenty (20) business days from receipt of an executed agreement and right of entry to the site.

**BUILDING DOCUMENTATION:** It is anticipated that we will be onsite within seven (7) to twelve (12) business days after an executed agreement and that the field work will occur for up to 4 days. Work will be performed between the hours of 7:00 am and 6:00 pm. Delivery of the Virtual Tour will occur within 5 business days after completion of fieldwork. Delivery of the registered point cloud exports in PTX format and TruView will occur within seven (7) to ten (10) business days after the completion of the field effort. Delivery of the 3D Revit model will occur within four (4) weeks after the completion of the field effort. Any additional effort requested will have a separate schedule negotiated.

## EXHIBIT A



## **EXHIBIT D**

### **Design and Construction Phase Supplemental Services Descriptions**

#### **ARTICLE 1      CIVIL ENGINEERING**

**§1.1** Site planning, design, documentation, permitting, procurement phase services, and construction phase services for non-landscape sitework including parking, drives, streets, walks, boardwalks, bulkheads, utilities, drainage and stormwater management, construction site activities requiring approvals of authorities having jurisdiction including those related to traffic control & safety, and water quality and coordination of those designs and services with the services of the Architect and the other consultants of the Owner and the Architect.

**§1.1.1** Coordinate the Site Permitting process and provide the designs and drawings necessary for permitting, incorporating the information provided by the Architect and the Architect's consultants for the Site Development permitting process. Address site development reviewer comments including revising documents as necessary.

#### **ARTICLE 2      LANDSCAPE DESIGN**

**§2.1** Landscape design will include landscape planning, design, site permitting, documentation, procurement phase services, and construction phase services including coordination with the other members of the design team.

**§2.1.1** Landscape sitework includes:

- .1 Planting design for the extents of the property, including parking lots, green stormwater infrastructure, and streetscapes;
- .2 Site furnishings design & documentation for the extents of the site;
- .3 ADA compliant pedestrian connections & pathways, in conjunction with the civil engineer;
- .4 Irrigation; and
- .5 Lead the design of the Paseo;

**§2.1.2** Site Permitting: Provide the landscape and irrigation plans necessary for the Site Permitting process and coordinating the plans with those of other members of the design team. Address site development reviewer landscape and irrigation design comments including revising documents as necessary.

**§2.1.3** Schematic Design: Establish the Project landscape concept and illustrate the scale and relationship of the Project landscape components. Deliverables are limited to narrative specifications and the following drawings at a scale sufficient to explain the design intent:

- .1 Rendered illustrative plans;
- .2 Precedent imagery;
- .3 Planting & materials palettes, with imagery;

- .4 Cross sections and enlarged plans as necessary to explain the design character and materials;

**§2.1.4 Design Development:** Refine the Project landscape concept and establish the scope, relationships, forms, size, and appearance of the Project based on the Owners approval of the Schematic Design. Deliverables are limited to the following:

- .1 Layout and materials plan, with enlargements as needed;
- .2 Paseo grading & drainage plan (subsurface drainage, drain sizing, and drainage area calculations by civil engineer);
- .3 Review of overall site grading & drainage, documented by civil engineer;
- .4 Planting and irrigation plan and schedule;
- .5 Elevations, details and sections at the appropriate scales necessary to convey the sizes, appearances, finishes, and colors of the defined program;
- .6 Paseo lighting fixture selection;
- .7 Site furnishings selection;
- .8 Preliminary specifications (CSI format).

**§2.1.5 Construction Documents:** Set forth in detail the requirements for construction of the Project landscape through drawings and specifications that establish in detail the quality and materials required for the Project based on the Owners approval of the Design Development documents. Deliverables are limited to the following:

- .1 Layout and materials plan, annotated and dimensioned;
- .2 Paseo fine grading & drainage plan (subsurface drainage, drain sizing, and drainage area calculations by civil engineer);
- .3 Annotated planting plan & schedule;
- .4 Elevations, details and sections at the appropriate scales necessary to convey the sizes, appearances, finishes, and colors of the defined program.
- .5 Paseo lighting plan and schedule;
- .6 Site furnishings plan and schedule;
- .7 Complete technical specifications. (CSI format).

**§2.1.6 Procurement Phase:** To the extent applicable to landscape architect's Construction Documents the following:

- .1 Preparation of any addenda to the Contract Documents as may be required during the bidding or negotiating process;
- .2 Evaluation and assessment of bids or negotiated proposals.

- .3 Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work.

**§2.1.7 Construction Phase:** To the extent applicable to landscape architect's Construction Documents the following:

- .1 Attend one pre-construction meeting and assist the Architect in conducting this meeting;
- .2 Review shop drawings and contractor submittals as they relate to the overall site development and general conformance of the design as set forth by the contract documents;
- .3 Assist in the review of substitutions, change orders, contractor schedule reports and pay requests;
- .4 Visit the site to observe and report on the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The landscape architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Site visits shall be limited to six visits, including one punch list visit;
- .5 Provide a written report of each site visit, including a summary of any corrective work to be performed;
- .6 Assist the contractor in the preparation of a list of items requiring corrective action prior to the contractor's final pay request and Owner's acceptance;
- .7 Determine and certify substantial completion.

**§2.1.8 Landscape Services not included:** These services may be added with a mutually agreeable contract amendment.

- .1 On-structure drainage, detailing, and irrigation (if the design includes a roof deck).
- .2 Marketing renderings.

### **ARTICLE 3 CONFORMED DOCUMENTS FOR CONSTRUCTION**

**§3.1** Architect shall collect, and record design changes issued subsequent to the completion of construction documents and prior to the start of construction into a stamped, conformed architectural drawing set and the Architect shall incorporate conformed drawing sheets prepared and provided by Owner's other consultants to compile an as-designed record drawing set.

### **ARTICLE 4 AS-DESIGNED RECORD DRAWINGS**

**§4.1** Architect shall collect, and record design changes issued subsequent to the completion of construction documents into an unstamped, as-designed architectural record drawing set and shall incorporate as-designed drawing sheets prepared and provided by Owner's other consultants to compile an as-designed record drawing set.

## **ARTICLE 5 TELECOMMUNICATIONS/DATA/AV/ACOUSTICS/DESIGN**

**§5.1** Information transport systems infrastructure to include:

**§5.1.1** UTP cabling to support voice/data and network connectivity to support IP solutions for electronic surveillance.

**§5.1.2** Infrastructure design to support wireless access connectivity in specific building areas.

**§5.1.3** Telecom Rooms (TR's) design, layout and connectivity including detailed plan views, rack elevations, and wall sections.

**§5.1.4** Coordination of the information technology system design and requirements with the A/E design team.

**§5.1.5** Assist the Owner with bid evaluations and recommendations.

**§5.1.6** Construction Administration including (2) periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§5.2** Building communications connectivity, including both cabling and conduit pathway, to the nearest available Telecommunications service point.

**§5.2.1** Coordination of communication system pathways with the A/E design team.

**§5.2.2** Assist the Owner with bid evaluations and recommendations.

**§5.2.3** Construction Administration including periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§5.3** Consultation and design services for Audio/Visual and Acoustics.

**§5.4** Deliverables to include:

**§5.4.1** Schematic Design narratives

**§5.4.2** Design Development design narratives, conceptual drawings, and CSI format specifications

**§5.4.3** Construction Documents, including detailed designs, active equipment schematics and CSI format specifications.

**§5.5** The following are excluded from this Supplemental Service:

**§5.5.1** General

- .1 Commissioning and testing of the technology systems.
- .2 Attendance at construction progress meetings.
- .3 Consultation and design services for cable television.

**§5.5.2** Information Technology

- .1 Clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's).
- .2 Distributed Antenna Systems (DAS) consultation and design.

#### **§5.5.3 Electronic Security**

- .1 Remote Central Dispatch Center
- .2 Fire Alarm system intercom, including Areas of Refuge Threat Vulnerability consultation and reporting.

#### **§5.5.4 Outside Plant**

- .1 Conduit connectivity, including both conduit pathway and cabling, other than to the nearest available Telecommunications service point.
- .2 Service Provider contract negotiations.

### **ARTICLE 6 SECURITY EVALUATION AND PLANNING**

**§6.1** Electronic security systems design to include: access control, intrusion detection, electronic surveillance, and emergency notification and duress.

**§6.1.1** Coordination of electronic security systems with A/E design team.

**§6.1.2** Assist the Owner with bid evaluations and recommendations.

**§6.1.3** Construction Administration including (2) periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment.

**§6.2** The following are excluded from this Supplemental Service:

#### **§6.2.1 Electronic Security**

- .1 Remote Central Dispatch Center
- .2 Fire Alarm system intercom, including Areas of Refuge
- .3 Threat Vulnerability consultation and reporting.

### **ARTICLE 7 COMMISSIONING**

**§7.1** The Architect shall provide commissioning services to include all tasks and deliverables required to meet the requirements the 2015 International Energy Conservation Code, Section 408, including the following:

#### **§7.1.1 Pre-construction:**

- .1 Develop a preliminary commissioning plan to be shared with construction team.

- .2 Provide a commissioning specification for inclusion in the project manual.

**§7.1.2 Construction Administration:**

- .1 Develop the final commissioning plan.
- .2 Develop and review Prefunctional Tests.
- .3 Conduct commissioning kick-off meeting and subsequent commissioning meetings as required.
- .4 Perform site visits to review equipment installation.
- .5 Perform one (1) return visit to the project once the deficiencies have been addressed to verify, they are completed.
- .6 Conduct functional performance testing of commissioned systems.
- .6.a Mechanical system equipment: Chilled water system; Air distribution system; HVAC controls system; HVAC controls system; and Economizers
- .6.b Electrical lighting control system equipment: Occupancy sensors; Time-switch controls; Daylight responsive controls
- .6.c Plumbing: Domestic water heating controls; Water heating system controls

**§7.1.3 Documentation deliverables:**

- .1 Commissioning Plan
- .2 Pre-Functional Checklist forms
- .3 Functional Performance Test Forms
- .4 Deficiency report and resolution record
- .5 Final Commissioning Record Report

**§7.1.4 General Requirements:**

- .1 Any additional visits required will be provided as an Additional Service.
- .2 The Architect will require the assistance of the building controls contractor to facilitate the functional testing.

**ARTICLE 8 PROJECT VISUALIZATION**

**§8.1 Rendering:** The Architect will provide two (2) interior and two (2) exterior print-quality renderings depicting the exterior of the building developed from Architect's Revit model with materiality, entourage, and lighting generated from Architect's rendering software with artistic touchups generated using Photoshop for project marketing and promotion purposes.

# Exhibit E

## Total Cost Proposal

Round Rock Griffith Building and Paseo  
McKinney York Architects

### Cost of the Work Budget

**\$13,000,000.00**

|   |              |                       |
|---|--------------|-----------------------|
| <b>Predesign Phase Supplemental Services*</b>                                       |              | <b>\$280,600.00</b>   |
| <i>Programming</i>  | \$88,400.00  |                       |
| <i>Existing Conditions Documentation</i>  | \$62,200.00  |                       |
| <i>Site Evaluation, Facility Conditions Assessment, and Preliminary Feasibility</i> | \$130,000.00 |                       |
| <b>Basic Services*</b>  |              | <b>\$1,055,500.00</b> |
| <b>Design and Construction Phase Supplemental Services*</b>                         |              | <b>\$223,900.00</b>   |
| <b>Additional Services</b>  |              | <b>\$100,000.00</b>   |
| <b>Reimbursable Expenses</b>  |              | <b>\$10,000.00</b>    |
| <b>TOTAL NOT TO EXCEED FEE</b>  |              | <b>\$1,670,000.00</b> |

\* Sum of these services calculated at 12% of Cost of the Work