

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and [VAI Architects Incorporated], a [Corporation] ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in [Fire Station 6 Design & Construction Phase 2] (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the

services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 - telephone
214.965.0010 - fax

If intended for Professional:

VAI Architects Incorporated

Attn: _____
Barton Drake
Principal

972-934-8888 - telephone
972-458-2323 - fax

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under

this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2020.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 15th day of October, 2020.

(VAI ARCHITECTS INCORPORATED)

By:  _____
Name: BARTON DRAKE
Title: PRINCIPAL

EXHIBIT "A"
SCOPE OF SERVICES
(TO BE ATTACHED)



October 14, 2020

sent via email: cflanigan@cityofallen.org

Mr. Chris Flanigan, PE, CFM, Director
Allen City Hall, 1st Floor
Engineering Department
305 Century Parkway
Allen, Texas 75013

**RE: PRICING PROPOSAL FOR PROFESSIONAL DESIGN SERVICES
Allen Fire Station #6, Allen, Texas**

Dear Mr. Flanigan:

The office of VAI Architects Incorporated (VAI) is pleased to present to the City of Allen (Client) the following proposal for professional design services for design of a new City of Allen Fire Station No. 6. This proposal directly responds to the documents issued by the City of Allen Engineering Department called Request for Interview, Solicitation #2019-9-89, October 2019, dated Friday, September 20, 2019.

I. PROJECT DEFINITION AND BUDGET

Based on our Phase 1 Conceptual Design studies, the new fire station facility consists of approximately 19,845 gross square feet of building area. The final new facility design shall satisfy the Client and Allen Fire Department program requirements and development guidelines for an anticipated maximum personnel load of 14-fire fighters (both male and female) per 24 hour shift, with ratios expected 12 men to 2 women and three drive-through bays of 16" width – 16" height – 80' long. The new design is to have a more traditional look consistent with images of other fire stations presented by VAI during the conceptual design phase.

We understand from the RFQ that the Fire Station project has a total project budget of \$8,920,000 inclusive of the construction budget of the facilities and all professional services for both design phases. Based on our research of current fire station construction costs we are estimating the actual construction cost limit (CCL) of \$11,759,000.

This proposal is for Design Phase 2 which consists of Design Development and Construction Documents. Phase 3 for Bidding and Contract Administration is excluded from this proposal.

II. SCOPE OF SERVICES

The office of VAI proposes to provide the following professional architectural design services.

A. Professional Design Services

The following Services will be provided:

Architecture, Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing (MEP) with IT coordination, Fire and Life Safety analysis, Landscape and Irrigation,

These services will be executed according to the following project phases.

Task I - Design Development (DD) Phase

Based upon the approved Schematic Design (Phase I), VAI Architects will prepare for City approval, Design character of the project with regard to architectural appearance, along with structural, mechanical, and electrical systems and finishes. These basic drawings would incorporate the City Development code, and detail any specifics with regard to ADA / TAS compliance, etc. VAI will also initiate conversations about estimated cost changes (if required), including finish selections for building components (brick versus stone, etc.). This phase will consist of refinement to the approved Schematic Design, further defining the size, character, shape, profiles, material, colors, overall dimensions, interior finishes and amenities as to architectural, structural, mechanical and electrical systems. Typical exterior details will also be developed.

Deliverables:

1. DD Level Civil documents, including topographic survey and demolition documents
2. DD Level documents
3. Erosion Control Plans
4. Floor Plan(s)
5. Reflected Ceiling Plans
6. Building Elevations of major facades
7. Building and Wall Sections as necessary to convey complex spatial features
8. Building Exterior and Interior Finish Selections, including materials board
9. Outline Specifications including building systems
10. DD Level Structural, MEP and Fire Protection System drawings
11. Landscape and Irrigation Design Development
12. Develop approved furniture plan layout
13. Geotechnical Report
14. DD Level Opinion of Probable Cost, including anticipated FF&E

Meetings, Presentations, and Travel:

During this stage of the work, we have anticipated bi-weekly coordination meetings and an end of phase presentation to update Client on the progress of the design. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

Task II - Construction Documents Phase

Based on the approved Design Development documents within the established construction budget, VAI will proceed with the Construction Document phase. VAI scope of work during this phase would be to prepare the final Construction Documents and coordinate the work of the consultants for City approval, consisting of drawings, specifications, and details necessary to construct the project.

Owner comments received within ten (10) business days will be incorporated within the Final Construction Documents for bidding purposes. VAI will prepare the Conditions for Contract form of Agreement between the City and Contractor along with other components of bidding requirements to be attached with the City front end documents and that meet applicable required codes.

Deliverables:

1. Final Civil Engineering Documents, inclusive of Erosion Control Plan documentation for contractor SWPPP permit.
2. Final Landscape and Irrigation Documents, inclusive of annual maintenance schedule
3. Final Floor Plan(s) and development of Enlarged Plans of critical areas
4. Final Exterior Elevations
5. Production of Final Building Sections, if necessary, to convey complex spatial features
6. Production of Final Wall Sections
7. Building Details for new fire station
8. Final interior and exterior materials selections
9. Final Structural and MEP documents, inclusive of Fire Protection and IT infrastructure drawings.
10. Complete Specifications for all Architectural and Building Systems, inclusive of complete front-end specifications provided by Owner
11. Preparing the Building Permit Set and coordination of submission to authorities having jurisdiction
12. Final FF+E documents for living quarters and apparatus bays
13. Final Opinion of Probable Cost, including FF+E
14. Final review of Project Schedule

Meetings, Presentations, and Travel:

We have anticipated bi-weekly coordination meetings for the course of the construction document phase. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

Meetings, Presentations, and Travel:

During the construction phase, we will attend weekly Owner/Architect/Contractor meetings.

B. Additional Services

The items listed below are included as additional services in this proposal.

1. Geotechnical Services

2. Storm Shelter Peer Review
3. Easement Documents
4. Franchise Utility Coordination
5. Final Plat
6. Structural Slab Design
7. Energy Model

The items listed below are not included as additional services covered under this proposal.

1. Bidding Services
2. Contract Administration Services
3. Floodplain Services – Hydraulic Analysis- Narrative Drainage Report
4. Permit agency appeals or variance hearings
5. Traffic signalization design
6. Traffic control Plan
7. Traffic Impact Analysis or Intersection Operation Analysis
8. Traffic Signal Warrant Analysis (independent report)
9. Design of scaffolding construction equipment structures and/or fencing
10. Commercial food Service or vending systems design beyond gas cook top/hood
11. Environmental assessment reports
12. Value Engineering Studies beyond those necessary for budget compliance.
13. Detention Ponds

C. Design Team

With prior written approval from Owner, VAI will have the right to replace current consultants or utilize other design consultants as will best serve the project during the design phase.

Architectural / Interiors / FF&E Coordination / Overall Project Management

VAI Architects

Structural Engineer / MEP / Landscape

Halff Associates, Inc.

Civil / Survey

Pacheco Koch Engineers

Cost Estimator

Crossland Construction

Geotechnical Services

Terracon

D. Milestones and Format for Deliverables

Milestones for submittals of drawings and technical specifications are as follows: one (1) at design development; and three (3) at construction documents (50, 95%, Final). Deliverables for the design documents at each milestone are proposed as follows: five (5) bound sets of 30" x 42" bond prints of drawings and 8.5" x 11" bound specifications at the design development submittal, and three (3) sets - two (2) full-size and one (1) half-size) at construction document submittal for Client review / use.

III. PROJECT SCHEDULE

Upon execution of the contract and notice to precede VAI will prepare a detailed project schedule for the entire project inclusive of all owner review periods, proposed milestones, and phasing of temporary housing and demolition of existing fire station using Microsoft Project. A list of critical dates will be developed from this schedule and updated as the project progresses. Our initial estimate of the schedule is seven (7) months for the design phase, . Our initial estimated schedule is as follows:

<u>Phase</u>	<u>Duration</u>
I. Design Development	3 months
II. Construction Documents	4 months
Total Project	7 months

IV. BASIS OF COMPENSATION

A. Professional Services

The proposed professional fee for the design services for the scope of Professional Design Services described above is calculated on a lump sum basis as follows:

Professional Design Services
\$591,600.00 Plus Reimbursable Expenses and Additional Services (reference C and D below)
(Five Hundred and Ninety-one Thousand, six hundred and 00/100 dollars)

B. Fee Breakdown Per Phase

The current lump sum fee breakdown per phase shall be as follows:

40%	Design Development	\$246,500
60%	Construction Documents	\$345,100
Total		\$591,600

C. Project Expenses

We have provided a Not-to-Exceed allowance **\$20,000** for Project expenses. Project expenses are excluded from the fee and will be billed at 1.1 times actual cost. These expenses include reproduction of documents for design reviews and submittals; mailings, couriers or special overnight deliveries; special presentation media; long

distance telephone; fees paid for securing approvals from Authorities having jurisdiction over the project including, TAS registration and inspection fees, permit fees and project related travel outside the Metroplex area

D. Additional Services

Fees associated with the services additional to the Professional Services described above will be:

- 1. Geotechnical Survey Services (Required)**
 - a. Geotechnical Report **\$6,160.00**
- 2. Storm Shelter Peer Review (Required)**
 - a. Peer Review Report **\$8,140.00**
- 3. Survey Services (If requested)**
 - a. Final Plat **\$8,800.00**
- 4. Survey Special Services (If requested)**
 - a. Easement Documents **\$2,750.00 (each)**
- 5. Civil Engineering Special Services (If requested)**
 - a. Franchise Utility Coordination **\$6,600.00**
- 6. Structural Special Services (If requested)**
 - a. Structural Slab Design **\$6,600.00**
- 7. MEP Special Services (If requested)**
 - a. Energy Model **\$3,300.00**

Payment by the Client shall be made to VAI within thirty (30) days of monthly invoicing, based on percentages of completion of each stage of services.

V. Special Provisions

Please note that our office has made the following assumptions with respect to this proposal:

- A. Client will provide a single point of contact for this project. VAI will rely on the single point of contact for day-to-day communication, except when it is necessary to be involved in design review meetings with the City of Allen, Allen Fire Department, and various other meetings described in this proposal.
- B. Construction contractor shall provide adequate copies of shop drawing submittals for review by VAI. Printing for additional sets of contractor shop drawing submittals for distribution is not included. Digital processing of shop drawings is preferred by our team.
- C. Digital drawings will be prepared using Revit. Our team will coordinate with City of Allen drafting requirements. Other project documentation, including technical specifications, will be prepared utilizing Microsoft Word.

- D. Terminal boxes and conduit to ceilings and alarm system wiring is included.
- E. Security devices, cameras, motion detectors, TV monitors, VCR's are provided and installed by Client, but coordinated under this contract.
- F. No USGBC LEED or other sustainability program related design, management or registration is included.
- G. Coordination with Client's contracted Commissioning Agent is included.
- H. FF&E will be selected through suppliers associated with TXMAS, BuyBoard, or like contracts/processes as required by the Client.

We look forward to working with you and all your team members on this very important project. Please do not hesitate contacting me should you have any questions or if additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barton Drake', with a large, stylized initial 'B' and 'D'.

Barton Drake, A.I.A., NCARB
Principal/Architect

Copy: Russell Himes, Mark Mortimer