

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 Hidell And Associates Architects, Inc. a Texas 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 Phase 1 Architectural Services for the Allen Public Library Expansion (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. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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
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:

Hidell And Associates Architects, Inc.
Attn: William H. Hidell, AIA
President, Principal-in-Charge
3033 Kellway Drive, Suite 120
Carrollton, Texas 75006
214-215-0951 - telephone

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, 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 limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors 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 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 \$1,000,000.00 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. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, 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. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (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.
- (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.

6.11 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.

6.12 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.

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.

6.13 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.

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

6.15 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.

EXECUTED this _____ day of _____, 2021.

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 _____ day of _____, 2021.

Hidell And Associates Architects, Inc.

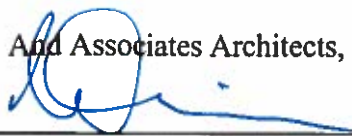
By:  _____
Name William H. Hidell, AIA
Title: President, Principal-in-Charge

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

'EXHIBIT A'
Scope of Services

March 29, 2021

Jeff Timbs, Director
Allen Public Library
City of Allen | 300 North Allen Drive | Allen, TX 75013
214.509.4901 | jtimbs@cityofallen.org

**Re: Phase One – Architectural Services for the City of Allen Library Expansion
Professional Fee Proposal**

Dear Jeff,

First, we want to thank you and the City of Allen for allowing Hidell and Associates Architects (HAA) and the assembled team of engineers: Basharkhah Engineering (MEP Engineer), Charles Gojer and Associates (Structural Engineer), CCA Landscape (Landscape Architect) and Pacheco Koch (Civil Engineer) the opportunity to provide architectural and engineering services in developing the Allen Library expansion. Identified below represents our firm's understanding of the tasks required to achieve a comprehensive plan that will meet the goals and vision as set forth. The following proposal is broken up into two steps (Step One – Predesign Phase and Step Two-Conceptual Design Phase) each with integral tasks, which include objectives, strategies, schedule, and our proposed fee.

Step One shall consist of the Predesign Phase where we will solicit input from the Steering Committee, staff, and community in a series of virtual meetings, surveys, library tours, and a Town Hall meeting with the Allen Community. In addition, we will have our team begin a facility infrastructure analysis of the existing building systems. The information gathered from the surveys, meetings, tours, and facility analysis will inform the development of a building program that establishes the parameters, and recommendations as well as begin to articulate spatial diagrams through illustrations.

Step Two shall consist of the Conceptual Design Phase where we will incorporate the Predesign Phase information, analytical ideas, and facility investigation to prepare recommendations for the site and building layout options. The design team will investigate the existing site, book drop depositories, parking, pedestrian and vehicular circulation, potential outdoor program areas, internal circulation, code requirement and expansion options. In addition, we will investigate the existing building systems to assess current performance and future expansion capabilities. The gathered information, along with the building program, abstract spatial vignettes will be used to prepare the conceptual site and floor plan designs. Architectural renderings (elevations and perspectives) of the exterior and interior will be created depicting the new vision. The design team will prepare comprehensive preliminary cost estimates based on the option(s) developed.

STEP 1: PREDESIGN PHASE

TASK: KICK OFF MEETING (w/ Steering Committee and Design Team)

Objective: To introduce the Team members and formulate stakeholder views of the existing library facility, programs, and services. Secondly, we will gather and assess the goals, visions, and objectives that the key stakeholders have and establish the approach to achieve those goals and objectives. Collectively we will establish the communication methods, review and approval process, budget parameters and project timeline/schedule milestones.

TASK: LIBRARY TOURS

Objective: Conduct a two-day tour of 4 local library facilities to explore and discuss site and entrance sequence configurations, building organization, functional relationships, special amenities, intuitive wayfinding, and staff work organization/workflow. The tentative library tour schedule would include the following:

- Cozby Library and Community Commons, Coppell, TX
- Arlington Public Library, Arlington, TX
(George W. Hawkes Downtown Library)
- Bedford Public Library, Bedford, TX
- John and Judy Gay Library. McKinney, TX

TASK: COMMUNITY, STAFF, AND STAKEHOLDER INPUT

Objective: Stakeholder input is rooted in the idea that people should have a voice in designing facilities they use. It is important to gather feedback regarding library use, expectation and need to enact/develop an effective design which serves the needs of affected stakeholders. This feedback process will consist of three engagements with the community, staff, and key stakeholders throughout the design process's feasibility portion. The initial engagement will identify the needs, the second will prioritize expectations, and the third will validate the findings. The following are the six target audiences for engagement:

- Steering Committee
- Staff
- Friends of the Allen Public Library
- Allen Public Library Advisory Board
- Allen Library Endowment Fund Board
- Allen Community (Library users and non-users)

The design team will utilize various methods to engage these groups, including online surveys, virtual meetings, and select in-person meetings. We will utilize various software solutions for virtual feedback, including Survey Monkey for the online surveys and Poll Everywhere during the virtual meetings to gather real-time opinions/feedback.

Engagement One: Identifying Needs

The design team will distribute a series of online surveys with questions regarding needs tailored to each target audience. The design team will conduct focus group meetings virtually or in-person with select Staff and the Steering Committee to gather input and discuss the need(s). Once the needs have been identified through the focus groups and surveys, the design team will meet virtually or in-person with the Steering Committee to discuss the results and gather feedback regarding direction for developing options and prioritizing needs.

Engagement Two: Prioritizing Expectations

The design team will prepare a series of online image surveys to gather feedback regarding options for specific library spaces and programs, allowing them to select their preference from several visual examples as they relate to the identified needs. Additionally, this survey will ask participants to prioritize these needs focusing on relation to cost implications. This will provide the design team with a basis of expectations for the various spaces. The design team will conduct workshops (virtually or in-person) with select Staff and the Steering Committee to discuss the image survey results and how these expectations relate to wants/needs, and the cost implications associated with each.

Engagement Three: Validate Findings

Once the need (or needs) and expectations are identified, the design team will seek buy-in from the community through an interactive progress presentation. With a common understanding, the design team can then move forward to focus on the next steps in the process of developing potential solutions.

TASK: PROJECT PROGRAMMING

Objective: From the results of the library tours and survey(s), the design team will develop a preliminary 'program' in collaboration with the staff and Steering Committee that defines the user's needs and expectations. The Building Program will build upon the ideas and comments derived from the library tours, the survey results and input from the staff and Steering Committee meetings. That will include defining the projects functional needs, interior and exterior functional requirements encompassing space sizes, contents, activities, and relationships.

Analyzing the relevant information gathered and received from the community, staff, stakeholder input and engagements previously listed, the design team will begin to determine the quantitative requirements associated with the existing and new space criteria, space requirements (assignable SF), adjacencies, space configurations, and additional support in the development of the program.

The project scope will be clearly defined and incorporates the following factors:

- The definition of the users and the purpose of the users
- The functions and programs (both interior and exterior requirements)
- The assigned square feet of the proposed facility
- Building capabilities i.e., collections, seating, program spaces, etc.

Deliverable: The program will serve not only as a basis for the preparation of design options and a source of information but also to establish prioritization relating to costs and budget constraints. At the completion of this task, the design team will present to staff and the steering committee a preliminary summation of the pertinent information to be included in the program for review prior to the final written evaluation. A final program once completed to conform with the project budget which includes all the program and budget projections, and recommended modification(s) (if required) will be used and integrated into the conceptual / design process.

TASK: FACILITY and INFRASTRUCTURE ANALYSIS

Objective: The design team will review the existing building systems, including mechanical, electrical, data, technology, plumbing and structural systems, for current performance and expansion capability. If deficiencies are discovered, corrective recommendations (proposed systems) will be defined and presented.

The design team will identify associated costs and prepare a matrix for prioritization and review based on project level of magnitude, phasing potential work and budget constraints.

Deliverable: A MEP design narrative summarizing the engineering analysis, findings, recommendations, remedial actions, and associated cost estimates will be prepared and presented to staff as an intermediate step prior to finalizing a final report. If it is determined through the analysis that the existing system will not support the proposed new expansion options, the design team will provide for review and evaluation alternative proposed systems.

TASK: SPATIAL DIAGRAMS (VIGNETTES)

Objective: The design team will develop a series of spatial diagrams (vignette) which indicate configuration, size, adjacency, and function for all programmatic spaces including internal reorganization and potential expansion opportunities. Integral to the evaluation process, each vignette will include cost implications, informing the decision-making process and allowing the project team to evaluate each option fully. These vignettes will be presented (virtually or in-person) with select Staff and the Steering Committee in a series of workshop meetings, prioritizing the options, which will be used as the basis of the conceptual design.

Deliverable: The design team will prepare final presentation boards and supporting documentation in both electronic and hard copy formats comprising the prioritized vignettes with associated cost.

We understand that the process will be fluid and the development of tasks at times will overlap between Step One and Step Two, however we believe Step One will take approximately from City Council approval on April 13th to July 12th. Standard review periods with staff and steering committee members are factored in during this time if additional extended review periods or time with staff, steering committee, and board members is required time will be added.

The following is our proposed fee for Step 1.

STEP 1: PREDESIGN PHASE (Fee Breakdown)

TASK:	Library Tours	\$ 6,400
TASK:	Community Input, Surveys, Data Gathering, Presentations, Programming, Recommendations, and Executive Summary Report	\$ 58,200
TASK:	Facility Infrastructure Analysis (Team members include MEP/Struc. /Arch.)	
	MEP Engineer	\$ 14,000
	Structural Engineer	\$ 2,500
	Architect	\$ 7,500
TOTAL FEE for STEP 1		\$ 88,600

Continue to the following page for Step Two.

STEP 2: CONCEPTUAL DESIGN PHASE

TASK: SITE ANALYSIS

Objective: Analyze and provide recommendations for building expansion capabilities (land use), vehicular and pedestrian circulation (to and from the parking areas), navigation and access of the existing drive-up book return and the development of public vs. private spaces (i.e., the refinement of the existing courtyard plaza and the design of outdoor program areas). The design team will also investigate existing site drainage, utility, and accessibility impact, based on proposed building expansion options and existing conditions. As a result of the examination of the characteristics, level of magnitude, phasing of potential work and budget constraints the design team will create a matrix for prioritization and associated costs for review.

Deliverable: The design team will provide a conceptual site analysis drawing depicting an understanding of the site context, resulting constraints and expansion opportunities ensuring that the proposed options make use of the best resources, access, and views based on the goals and visions. Additional drawings will be prepared for technical review by the Design Review Committee of the City of Allen.

TASK: CONCEPTUAL DESIGN

Objective: The conceptual design will define the scope, scale, functional relationship, internal and external connectivity of book depository returns, investigation in implementing an Automatic Material Handling system (AMH) and estimated cost of the project components. The conceptual design will be documented in sufficient detail to convey a clear and comprehensive plan of the design teams' recommendations. The documents will convey site and floor plan area recommendations, conceptual interior and exterior perspectives, selection of structural, mechanical, plumbing, and electrical systems concepts. The design options will be supported with a project cost analysis, including construction, FF&E, phasing, technology & equipment.

The conceptual design will:

- Establish proper space adjacencies to enhance the social landscape of the library.
- Optimize space flexibility to accommodate future change.
- Refine the interior and exterior character to portray appropriate desired images for the desired uses.
- Create flexible library spaces that are responsive to changing technologies as well as customer needs.
- Provide an updated state-of-the-art facility that is sufficiently sized and appropriately structured to allow the delivery of excellent library services to the City of Allen.
- Explore the refinement of the navigational approach (vehicular access) to the existing exterior drive-up book drop return and window.
- Establish requirements to automate the physical library with an automated material handling system that can connect the external and internal book depository locations to improve staff efficiency.

During the Site Analysis and Conceptual Design Tasks, the design team will prepare conceptual design documents including drawings and other supporting documents that will illustrate the scale and relationship of the Project Components. The design team will present optional concept plans, integrating site plan options that will be used as presentations to the Steering Committee and staff for review, feedback, and direction.

Continue to the following page for continuation of Conceptual Design Task.

We understand the significance in providing clarity and communication of a design to those city representatives that ensure that the proposed ideas and plans meet the standards established. Our charge will be preparing the required documentation to be presented to the two committees that represent the interest of the Central Business District as well as planning, engineering, fire, parks, waste services, building and code, and information technology. Our efforts will address the required process, schedules, and submittals for each committee: The Design Review Committee (DRC) and the Technical Review Committee (TRC).

Deliverable: The design team will prepare a FINAL report that includes an Executive Summary of all data gathering findings, survey results, community priorities, library tour documentation, building program, spatial and adjacency diagrams, recommendations and proposed site and floor plan options with estimates of probable project costs and project schedule. Final presentation boards of the proposed / selected site, floor plan concept(s) will be produced for presentations and marketing efforts. Renderings of the proposed concept will be produced that conveys the design image and new vision.

TASK: TOWN HALL PRESENTATION

Objective: The design team will conduct a virtual or in-person Town Hall presentation with the Allen Community including all key stakeholders as a summary of the teams' process, findings, and recommendations from Step 1 and Step 2.

At the conclusion of the Conceptual Design Phase and any feedback from the Town Hall presentation, the Design Team will incorporate all information gathered, received, and developed into a comprehensive detailed final formal presentation to be presented to the City Council in the month of November 2021.

We anticipate the following deliverables to be presented during Step 2:

Program Validation and Concept Study Deliverables:

1. Comprehensive Project Schedule
2. Site Evaluation Report and Alternate Site Plan Configurations
3. Finalized Building Program
4. Conceptual Floor Plan Concepts for the Allen Public Library renovation and expansion

Technical Review and Design Review Deliverables:

1. Site Plan (including Topographic and Boundary Survey)
2. Conceptual Landscape Plan, Tree Mitigation (identification and inventory plan)
3. Grading, Drainage, and Utility Plan
4. Site Photometrics Plan
5. Conceptual Floor Plan Concepts for the Allen Public Library renovation and expansion
6. Exterior elevations and perspective views to convey design intent and building materials.

Note: At the appropriate time the Design team will be submitting the specific required information / documentation to the Technical Review Committee based on their published submittal & review calendar.

We believe **Step Two** from approval of **Step One** will take approximately from July 22nd through the month of November 2021. Standard review periods with staff, steering committee, Design Review Committee and Technical Review Committee calendar submission dates are factored in during this time if additional extended review periods or time with staff, steering committee, and board members is required time will be added.

The following is our proposed fee for Step 2.

STEP 2: CONCEPTUAL DESIGN

TASK:	Site Analysis, Building Suitability, Conceptual Design, and Town Hall/Presentations	
	Architectural Fee	\$122,800
	Consultant Fee's	
	Civil Engineer	\$ 26,500
	Landscape Architect	\$ 5,000
	Structural Engineer	<u>\$ 10,000</u>
TOTAL FEE for STEP 2		\$164,300

The following is our proposed reimbursable allowance (not to exceed) unless approved by the City of Allen.

Reimbursable Allowance	
1. Reproductions	\$ 6,000
2. Travel	\$ 2,000

We propose a total lump sum fee of **Two Hundred Sixty Thousand and Nine Hundred Dollars (\$260,900.00)** including the reimbursable allowance for the Phase 1 – Architectural Services for the City of Allen Library Expansion as outlined above. Reimbursable expenses, such as postage, copies, printing/plots, travel expenses, automobile mileage is included under the reimbursable allowance. A 10% handling charge will be added to all reimbursable charges. Base fee, any additional services, plus reimbursable expenses will be invoiced at the end of each month based on the work, phase, and duration of the project.

Continue to the following page for Schedule of Standard Hourly Billing Rates and in House Reimbursable Charges.

**Hidell and Associates Architects Schedule of Standard Hourly Billing Rates
as well as In House Reimbursable Charges:**

Architectural

Principal Architect in Charge	\$200.00
Architect	\$175.00
Project Manager	\$150.00
CAD Technician	\$100.00

Reproduction

Black Line Bond Prints	\$0.50/sf		
Black Line Mylar Prints	\$2.00/sf		
Color Bond Plots	\$3.00/sf		
Color Prints (8 1/2" x 11")	\$0.90/ea.	B/W Prints (8 1/2" x 11")	\$0.15/ea.
Color Prints (11" x 17")	\$1.20/ea.	B/W Prints (11" x 17")	\$0.50/ea.
Color Photocopies (8 1/2" x 11")	\$0.90/ea.	B/W Photocopies (8 1/2" x 11")	\$0.15/ea.
Color Photocopies (11" x 17")	\$1.20/ea.	B/W Photocopies (11" x 17")	\$0.50/ea.
Arch A (9"x12") Color Print	\$1.50/ea.	Arch A (9"x12") B/W Print	\$0.75/ea.
Arch B (12"x18") Color Print	\$3.00/ea.	Arch B (12"x18") B/W Print	\$1.50/ea.
Arch C (18"x24") Color Print	\$6.00/ea.	Arch C (18"x24") B/W Print	\$3.00/ea.
Arch D (24"x36") Color Print	\$12.00/ea.	Arch D (24"x36") B/W Print	\$6.00/ea.
Arch E (30"x42") Color Print	\$17.00/ea.	Arch E (30"x42") B/W Print	\$8.75/ea.

Create / Convert PDF to CAD file	\$175.00/ sheet
Create 3D Base Model	\$750.00 ea.

Mounting

Foam Core (3/16")	\$0.50/sf
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Binding Services

Punch & Bind	\$2.00/ea. document.
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Storage Media

CD/Flash Drive	\$8.00/ea.
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Travel Expenses

Per Diem (Lodging/Meals)	\$125.00/Day/Person
Mileage	Current 2021 IRS Rate Per Mile (.56 cents)

Our goal is to be an integral team-oriented partner in the successful delivery of this project. We look forward to creating a great "client relationship" with you, your staff, the steering committee, and the City of Allen personnel.

Respectfully yours,



William H. Hidell, AIA
President | Principal-in-Charge
bhidell@hidell.com | 214-215-0951

Approved By: _____
Jeff Timbs, Director

Date