

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 Pierce Goodwin Alexander & Linville, Inc. dba PGAL, LLC, an Architectural Firm ("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 I of the Central Fire Station Remodel and Expansion Project (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 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.

2.4 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. Any reproductions shall include 24" x 36" blackline 3mil reproducible mylars of the completed drawings plus a thumb drive containing all construction plan sheets in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution as requested by the City or as required 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, the total amount of fee earned to date, 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:

Peter H. Vargas
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 Consultant:

Pierce Goodwin Alexander & Linville, Inc., dba
PGAL
Attention: Jeff Bulla, Principal
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234
972-871-2225 – telephone
972-871-2228 - fax

6.10 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.

6.11 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, 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.

6.13 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.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manger

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 4th day of May, 2017.

PIERCE GOODWIN ALEXANDER AND LINVILLE,
INC. DBA PGAL

By: JEFF D. BULLA m
Name: Jeff D. Bulla, AIA, LEED, AP
Title: Principal

EXHIBIT "A"
SCOPE OF SERVICES

May 4, 2017

Letter of Proposal for Professional Architectural Services for the ALLEN CENTRAL FIRE STATION RENOVATION AND EXPANSION PHASE 1

This Letter of Proposal is for professional architectural services by **PGAL** (the "Architect") for the **City of Allen** (the "City" and "Owner") for the **Central Fire Station Renovation and Expansion – Phase 1** (the "Project").

1.0 PROJECT SCOPE OF SERVICES

- 1.1** The full Project scope includes a comprehensive renovation and expansion of the existing Central Fire Station No. 1, Training Center and Administration Offices located 310 Century Parkway, Allen, Texas 75013, as well as the probable construction of a new air-conditioned storage building and small parking lot expansion on the same property.
- 1.2** The Program for the project will be based on the Needs Assessment completed by Dewberry Architects in 2015, with modifications as required to update the content to the current desires of the City of Allen Fire and Rescue Department.
- 1.3** The bond election approved a total Project Budget of \$6,600,000.
- 1.4** The City desires to implement the design for this Project in two phases. Phase 1 will provide conceptual design direction and strategy for moving the Project forward. Phase 2 will implement Design Development and Construction of the Project.
- 1.5** The project goals are as follows:
 - 1.5.1** Improve the interior layout to increase operational efficiencies, bring the facility forward to current industry standards and allow for projected future growth of both the administrative staff and fire-fighting personnel
 - 1.5.2** Expand the facility to serve the future staff growth
 - 1.5.3** Correct a number of deficiencies within the existing Fire Station living and operational quarters
 - 1.5.4** Modify the HVAC system as required and upgrade the alerting system and access controls
 - 1.5.5** Remediate deficiencies in the building skin that have allowed significant leaks over the years
 - 1.5.6** Rectify the Training Tower façade issues, including but not limited to the bearing of the masonry directly on the pavement, and replace pavement where required
 - 1.5.7** Provide a new air-conditioned central storage facility to serve the City's substations as well as Fire Station No. 1.

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES

- 1.5.8** Incorporate sustainable design principals in the Work to the extent practical and chart these efforts using the LEED Project Checklist; however, the project will not pursue actual LEED Certification.

2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City as needed to provide the following professional services:

2.1. Phase I – Conceptual Design and Project Strategy

- 2.1.1 Program Verification** – The Architect shall meet with City Staff to produce a brief written synopsis of Project requirements, which will be limited to a description of the Project goals and a list of desired functional, spatial, and aesthetic requirements, from which Architect will base the project design.
- 2.1.2 Building Information Modeling:** – Utilizing the As-Built drawings of the existing facility provided by the City, the Architect will create a Building Information Model in Autodesk Revit® 2017 software. This model will be used as the basis for all 2D and 3D design as well as structural and MEP engineering, and will be available for use by the general contractor and subcontractors if desired for creation of integrated shop drawings.
- 2.1.3 Land Surveying** – The Architect will provide a survey of the areas of the existing site which are likely to pertain to the project components including expansion areas, location of proposed storage building and parking expansion. The Survey shall include: project limits; building perimeters; ditch-lines; existing trees, topography, above ground utilities or markers; manholes; and other existing features in consideration of design and expansion concepts. A Boundary Survey will not be provided.
- 2.1.4 Building Envelope Analysis and Remediation Recommendations** – Through the services of a qualified building envelope analysis Consultant, the Architect will perform a forensic review of the Central Fire Station and Training Tower skin. In conjunction with the prior evaluations contained in the 2015 Facility Assessment Report and Weatherproofing Services' Leak Inspection Report, and historical information provided by the City, the Architect will provide a detailed plan for all required remediation with cost estimate for this work. Architect will contemplate remediation details with space planning and design, to incorporate all work into the overall project design, before submission of design to the City.
- Refer to attached Allen Central Fire Station Building Envelope Assessment Proposal by JQ, dated April 25, 2017.
- 2.1.5 Schematic Design** – In coordination with City Staff, the Architect will develop multiple site plan and facility designs concepts to illustrate potential renovation and expansion options, including project phasing and construction sequencing. Working with the City, these options will be reduced to the best one or possibly two options for which cost estimates and construction schedules will be provided. Services include

Structural Engineering limited to the evaluation of inserting a second floor within the existing space over the Apparatus Bays.

Thereafter, the final option will be selected and the Architect will develop a full Schematic Design package for presentation to City Council. Deliverables will include site plan, floor plans with FF&E layout, 3D development, MEP design narrative and one-line electrical service diagram, cost estimate and phasing plans.

2.1.6 Construction Cost and Project Schedule Development – Working with a specialty Consultant, the Architect will provide an estimate for the probable cost of the Work for up to two base concepts and for the final Schematic Design. A proposed project schedule for design development and construction implementation will be provided to account for the following:

1. Completion of Building Envelope Analysis and Remediation Plan, with cost estimate for remediation work;
2. Completion of concept designs, sufficient enough to present to City Council for approval;
3. Length of time required to complete portions of remediation to building envelope, that are not proposed to be disturbed by new/remodel construction;
4. Phase II contract negotiations
5. Commencement of construction drawings (after City Council concept design approval) and submission at 50% complete;
6. Construction Documents at 75%;
7. Construction Documents at 100%;
8. Bidding and Contractor review and selection;
9. City Council approval of construction contract and project commencement;
10. Off-site accommodations (rentals; lead-time; set-up; move-in);
11. Project Phasing;
12. Construction Commencement;
13. Construction Completion;
14. Move-in;
15. Close-out.

2.1.7 Technical Review Committee Approval – In coordination with City Staff, the architect will develop the selected Schematic Design for submission and approval by the Technical Review Committee (TRC). Drawings will include the site plan, tree survey/mitigation; building elevations with façade changes for remediation or improvement; expansion layout; new buildings; landscaping; civil work; aesthetic elements; lighting layout with illumination calculations; parking; grading and utilities. Architect will submit a site plan application and follow the steps for site plan approval, including but not limited to, final approval through the Technical Review Committee ("TRC"). The Architect or appointed representative will attend all TRC review sessions as required for project approval.

2.1.8 Presentation to City Council – The Architect will develop an executive summary presentation of the above process and deliverables and present this to the City Council for approval.

2.1.9 Consultants – The Architect proposes the following sub-consultants:

Civil Engineering:	RL Goodson Consulting Engineers
Landscape Architecture:	DCBA Landscape Architecture
Structural Engineering:	RL Goodson Consulting Engineers
MEP Engineering:	Reed, Wells, Benson & Company
Building Envelope Consultant:	JQ Engineering
Cost Estimation / Scheduling:	Aguirre Project Resources, LLC

2.1.10 Phase I Schedule – The Architect proposes the following:

Program Verification:	May 29-June 9
Building Information Modeling:	May 15-June 2
Land Surveying:	May 22-June 2
Building Envelope Analysis:	May 29-June 9
Schematic Design:	June 12 – July 21
Cost & Schedule Development:	June 26-July 28
Technical Review Committee Approval:	August – September
Presentation to City Council:	September

2.2. Phase 2 – Design Development and Construction Implementation –

Following approval of the Phase I Presentation, the Architect will provide a fee proposal for the implementation of Design Development and Construction.

3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time. If required, they may be added as an Additional Service:

- Design and submittal of Construction Documents to the Engineering Department
- Measured Drawings
- Boundary Survey
- Land Platting
- Geotechnical Investigation
- Traffic Impact Studies
- TDLR TAS Plan Review
- Materials Testing
- As-built drawings
- Environmental Assessment
- Design of franchise utilities (gas, electric, telephone, and cable television)
- LEED Certification.

4.0 PROFESSIONAL FEES

Client shall compensate the Architect as follows:

4.1. Program Verification:	=	\$7,880
4.2. Building Information Modeling:	=	\$18,640
4.3. Land Surveying:	=	\$6,670
4.4. Building Envelope Analysis (JQ \$34,000 x 1.15):	=	\$39,100
4.5. Schematic Design:	=	\$86,125
4.6. Cost & Schedule Development:	=	\$13,510
4.7. Presentation to City Council:	=	\$4,160
4.8. Technical Review Committee Approval:	=	\$19,000

Total Professional Fees = **\$195,085**

5.0 REIMBURSABLE EXPENSES

- 5.1.** Client shall reimburse the Architect for actual expenditures made by the Architect in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed \$5,000 without prior written approval. Reimbursable expenses shall include:
- 5.1.1.** Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs.
 - 5.1.2.** Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service.
 - 5.1.3.** Telecommunications expenses related to online or video conferences such as GoToMeetings or WebEx.

6.0 ADDITIONAL SERVICES

- 6.1 Additional Services:** Following prior written authorization and approval of Client, Architect shall make revisions in drawings, specifications or other documents when such revisions are:
- necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
 - necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction;
 - providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.
- 6.2 Compensation for Additional Services:** Compensation for Additional Services shall be negotiated on a lump sum basis or provide on an hourly basis in accordance with the attached billing rate.

7.0 STATEMENT OF JURISDICTION

This agreement is subject to the following General Conditions:

- 7.1 Payment:** Statements will be submitted monthly according to the completion of the work with payment due within thirty (30) days of the statement date.
- 7.2 Project Schedule:** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. A mutually acceptable project schedule will be established at the outset based on the information known as of that date. If necessary and mutually agreeable, such schedule may be adjusted as the Project proceeds.

- 7.3 Standard of Practice:** The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 7.4 Opinions of Probable Construction Cost:** The Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions. Therefore, Opinions of Probable Project and/or Construction Costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional Architect, familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from Opinions of Probable Project and/or Construction Costs prepared by him. If, prior to the bidding or negotiating, Client wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.
- 7.5 Dispute Resolution:** Any claim, dispute or other matter in question arising out of or related to this Agreement between shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. Client 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally.
- 7.6 Statement of Jurisdiction:** In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.