RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MPI ARCHITECTS FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE TOWN OF ADDISON PHASE II FACILITIES UTILIZATION STUDY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING ANEFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with MPI Architects to provide professional engineering and design services for the Town of Addison Phase II Facilities Utilization Study (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

<u>SECTION 1</u>. The City Council hereby approves the Agreement between the Town of Addison and MPI Architects in an amount not-to-exceed of \$122,500.00 for professional engineering and design services for the Town of Addison Phase II Facilities Utilization Study, a copy of which is attached to this Resolution as <u>Exhibit A</u>. The City Manager is hereby authorized to execute the Agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the <u>11th</u> day of <u>JANUARY</u> 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

PROFESSIONAL SERVICES AGREEMENT Town of Addison Phase II Facilities Utilization Study

This Professional Services Agreement ("Agreement") is made by and between the **Town** of Addison, Texas ("City"), and MPI Architects ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. <u>Scope of Services</u>

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Town of Addison Phase II Facilities Utilization Study ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services").

Section 2. <u>Term of Agreement</u>

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. <u>Professional Obligations</u>

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

PAGE 1 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. <u>Payment</u>

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed ONE HUNDRED AND TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND No/100 (\$122,500.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. <u>Responsibilities</u>

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

PAGE 2 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

Section 6. <u>Time for Performance</u>

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. Notwithstanding the foregoing, the parties agree that the services identified in the Scope of Services shall be completed by Professional within six (6) months of the City's issuance of a written notice to proceed to Professional.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. <u>Documents</u>

All surveys, studies, proposals, applications, drawings, plans, specifications and A. other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in such electronic format(s) as may be requested by the City.

PAGE 3 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. <u>Termination</u>

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. <u>Termination for Force Majeure</u>. To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of any such disability, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the disability. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

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PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

Section 9. <u>Insurance</u>

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) for injury to persons (including death), and for property damage;
- (ii) An automobile liability insurance policy covering any vehicles owned 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 and aggregate for bodily injury 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 covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
 - Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
 - (iii) 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 (not including the Professional Liability 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.

PAGE 5 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. <u>Indemnification</u>.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES PROFESSIONAL PURSUANT TO THIS OF AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). 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.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the state of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

PAGE 6 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. <u>Execution becomes Effective</u>

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

Section 18. <u>Agreement Amendments</u>

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. 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.

PAGE 7 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's 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 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. There is no intended third party beneficiary to this Agreement.

Section 21. <u>Right-Of-Access</u>.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. <u>Exhibits</u>.

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

Section 23. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. <u>Counterparts</u>.

This Agreement may be executed by the parties 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.

Section 25. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed electronic mail 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 set forth herein:

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PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

If to City:	Wesley S. Pierson, City Manager City of Town of Addison 5300 Belt Line Road Town of Addison, Texas 75254 E: wpierson@addisontx.gov
With copy to:	Whitt Wyatt, City Attorney 3710 Rawlins St., Ste 1000 Dallas, Texas 75219 E: whitt@woodbanowsky.com
If to Professional:	Dennis DeLisse, Principal MPI Architects 4949 Addison Circle Addison, Texas 75001 E:

Section 26. <u>Authorization</u>.

Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. 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.

Section 28. <u>Recitals</u>.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

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Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

Section 32. <u>No Boycott Israel</u>.

Pursuant to Texas Government Code Chapter 2270, Professional's execution of this Agreement shall serve as verification that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, Professional's execution of this Agreement shall further serve as verification that Professional does not current discriminate against firearm and ammunition industries and will not for the term of this Agreement. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

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PAGE 10 PROFESSIONAL SERVICES AGREEMENT WITH MPI ARCHITECTS FOR THE PHASE II FACILITIES UTILIZATION STUDY

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:

FOR PROFESSIONAL

Pluis

MPI Architects

By:_

Town of Addison, Texas

By:___

Wesley S. Pierson, City Manager

Dennis DeLisse, Principal Date: /-5-2022

Date: _____

ATTEST:

By:___

Irma Parker, City Secretary

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EXHIBIT "A" SCOPE OF SERVICES

(attached)



September 13, 2021

Rob Bourestom Director of General Services Town of Addison 16801 Westgrove Drive Addison, Texas 75001

Re: Town of Addison Phase II Facilities Utilization Study

Mr. Bourestom:

MPI Architects appreciates the opportunity to provide the Town of Addison with a proposal for Professional Services for the 'Town of Addison Phase II Facilities Utilization Study'. The proposed services include further analysis of Phase I Facilities Utilization Study (previously completed by LPA).

PROJECT DESCRIPTION

The Town of Addison has previously executed a Phase I Study that shall be expanded to incorporate further analysis of the existing infrastructure of the Town of Addison. The additional information will assist the Town of Addison to present the analysis to City Council with budgetary "rough order of magnitude" (ROM) costs for three (3) options:

- 1. Town of Addison remaining in the existing buildings & re-organizing the departments with building upgrades to current building codes
- Square footage requirements to expand existing buildings and existing building upgrades to current building codes
- 3. Rough square footage requirements for a new "City Center"
- 4. Buildings to include:
 - a. Central Fire
 - b. Conference Center
 - c. Finance
 - d. Fire Station #2
 - e. Police & Courts
 - f. Service Center
 - g. Addison Theater
 - h. Town Hall
 - i. Tree House

Construction of ADA upgrades are in process under the current bond program and are not part of this analysis.

Addison Phase II Facilities Utilization Study P.1

Architecture - Planning - Interior Design



SCOPE of WORK

- 1. Building/Facility Analysis
 - A. Program including space requirements and proximities
 - 1.Confirm general data previously collected from Phase I
 - 2. Refine data as required
 - 3. Visit with each department for full day sessions to confirm needs of previous study.
 - B. Existing Building Review
 - 1. Building Shell
 - a. Roof, walls, windows, doors
 - b. Building HVAC
 - c. Building Electrical and Communication
 - d. Building Security
 - e. Energy deficiencies
 - 2. Site Review
 - a. Parking Quality and Quantity
 - b. Landscape and Irrigation
 - 3. Building and Site TAS required improvements (based on previous ADA report
 - completed by others)
 - C. 'Rough Order of Magnitude' (ROM) Cost for the following:
 - 1. Each Building Modernized
 - 2. Each building Renovated per program requirements
 - 3. Each building required additions to meet program requirements.
 - 4. Site improvements to meet current needs
 - 5. Site improvements to meet program needs
 - 6. Cost to replace facility with new facility including site if applicable (excluding cost of land)
 - 7. Cost to remove existing facility and site if applicable
 - D. Illustrate cost comparison between existing facility and new facility in broad cost terms.

COMPENSATION

	Architectural
Phase I	\$120,000
SUB-TOTAL	\$120,000
Expenses	\$2,500
TOTAL FEE	\$122,500

Addison Phase II Facilities Utilization Study P.2

Architecture - Planning - Interior Design



EXCLUSIONS

- 1. Consultant services: civil engineering, interior design, kitchen equipment design and layout, acoustical engineering, landscape design.
- 2. Fire sprinkler and alarm engineering.
- 3. Geotechnical Engineering and Soils Testing.
- 4. Asbestos Testing at existing building.
- 5. Asbestos or Lead-Based Paint design documents.
- 6. Payment and Performance Bonds.
- 7. Systems or consultants other than described under scope of services above.
- 8. Boundary Verification and Platting.
- 9. Site Plan Application.
- 10. Permitting and Approvals.
- 11. Taxes/fees: city state and federal
- 12. Construction cost estimating
- 13. Construction management
- 14. FF&E: Fixtures, Furniture & Equipment selection and procurement
- 15. Signage design, engineering and permitting
- 16. Record As-built Documents.
- 17. Low voltage design, CCTV, Access Control Systems, security systems, etc.

[continues on following page]

Addison Phase II Facilities Utilization Study P.3

Architecture - Planning - Interior Design



Schedule of Hourly Rates by Personnel Classification

Charges for architectural, planning, interior design, production, and administrative services are based on the following hourly rates:

Administrative - \$85.00/hour Architectural/Interiors Production - \$95.00/hour Architect, Planner, Interior Designer - \$125.00/hour Project Manager - \$165.00/hour Principal - \$195.00/hour

Expenses:

The charges for reimbursable expenses are:

- 1. Reproduction work multiple of 1.1 of receipted invoice.
- 2. Travel and subsistence multiple of 1.1 of receipted invoice.
- 3. Consultants multiple of 1.1 of receipted invoice.
- 4. All other expenses multiple of 1.1 of receipted invoice.

This schedule is subject to change with written notice.

[end of scope of services]

Addison Phase II Facilities Utilization Study - P.4

Architecture - Planning - Interior Design