

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council.

From: Eric Strong, City Manager

Date: May 19, 2015

Subject: Architectural and Engineering Services for Community Activity Center Project

Council Action: Consider agreement with Barker Rinker Seacat for Architectural and Engineering Services for the design of a Community Activity and Recreation Center.

Background Information:

As we continue to move forward on a proposed Community Recreation and Activity Center, the next phase of the project is to enter into an agreement with an Architectural firm for the actual design of the facility. We have previously put an RFQ out for this purpose and received several responses. We narrowed the responses down to the four that staff felt were most qualified to perform the work and interviewed those four. Staff feels confident in recommending BRS for this project. Their experience and expertise in the specific area of Recreation Centers is unparalleled.

Attached you will find the agreements that need to be approved in order to move forward into the actual design phase. As you will note, the total cost for design of this facility is a little over \$1,200,132. This represents approximately 9.75% of the current proposed project cost, which is very competitive within the industry. Please note, that the current proposed project cost is more thoroughly explained in Agenda Item 7B of this agenda. We will likely discuss item 7B before we discuss this item at the meeting.

The attached contract covers the design services for architectural services, civil engineering, landscape design, structural design, mechanical, plumbing and electrical design, as well as

several smaller services. A thorough breakout of each of these fees is outlined in Exhibit B.1 of the agreement.

It is also important to note that we if we execute this agreement now, we will be moving forward with design prior to having funding for the entire project. However, between now and a potential bond election in November, we would probably spend approximately \$500,000 in design fees. Those funds are available from a combination of funding sources, including Oil & Gas (approximately \$300,000 available) Hotel Fund, which we can use due to the museum and meeting space in the building (approximately \$100,000 available), Type B, which we can use due to the economic development component of the building (approximately \$200,000 available) and Drainage Funds (approximately \$500,000 available). We will obviously not use all of these funds for design now, but they are available. If a bond is successful in November, we could use bond proceeds to finish the design of the building.

Please be aware that if a bond election is unsuccessful, we will not have to spend the full design amount. We can terminate the contract at that point and not proceed with any further design of the project.

More information about project funding is found in the memo for Agenda Item 7B.

Board/Citizen Input: Discussed with Finance Committee

Financial Impact; Up to \$1,200,132

Staff Contacts:

Eric Strong, City Manager

817-616-3807

estrong@richlandhills.com

Attachments: Agreement with BRS


AIA[®] Document B101[™] – 2007
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of May in the year Two Thousand Fifteen
(*In words, indicate day, month and year.*)

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

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

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

Barker Rinker Seacat Architecture, P.C., Subchapter S Corporation
3457 Ringsby Court
Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457

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

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX
The Richland Hills Community Center will be located on an approximate 4 acre parcel at the corner of Baker Boulevard and Matthews Drive in Richland Hills, TX. It is a two-story building with the following programmatic components: City offices, lobby with Historic Society museum exhibits, welcome desk, locker rooms, family cabanas, restrooms, child watch, arts and crafts room, community room, caterer's kitchen, gymnasium, elevated walk/ jog track, weight and fitness center and aerobics dance studio.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| April 2016

.2 Substantial Completion date:

| April 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

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

Architect designates Steve Blackburn, and Ken Berendt, Principals as Architect's Representatives for all matters for the Architect under this Agreement and with respect to the Services to be performed by Architect for Owner. Architect's Representative shall be available to Owner at all reasonable times for consultation with Owner's Representatives. Owner may conclusively rely on the decisions made by Architect's Representatives, including those which modify this Agreement. Either party may change its Representative(s) under this agreement by giving written notice to the other party.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence	\$1,000,000 min.
Damage to Premises	\$ 300,000 min.
General Aggregate	\$2,000,000 min.

.2 Automobile Liability

Combined Single Limit	\$1,000,000 min.
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.3 Workers' Compensation

Each Accident	\$ 100,000 min.
Each Employee	\$ 100,000 min.
Policy Limit	\$ 500,000 min.

.4 Professional Liability

Each Claim	\$1,000,000 min.
Aggregate	\$1,000,000 min.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval in writing.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval in writing.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the construction manager's estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval in writing.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

If required the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining a negotiated proposal; (2) confirming responsiveness of proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction.

(Paragraphs deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES**§ 3.6.1 GENERAL**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor

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that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (<i>Architect, Owner or Not Provided</i>)	Location of Service Description (<i>Section 4.2 below or in an exhibit attached to this document and identified below</i>)
§ 4.1.1 Programming	Owner	Complete
§ 4.1.2 Multiple preliminary designs	Architect	Proposal upon request
§ 4.1.3 Measured drawings	Not Provided	Proposal upon request
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning	Included	In base scope of service
§ 4.1.6 Building information modeling	Included	In base scope of service

(Row deleted)

§ 4.1.7 Civil engineering	Included	In base scope of service
§ 4.1.8 Landscape design	Included	In base scope of service
§ 4.1.9 Architectural Interior Design	Included	In base scope of service
§ 4.1.10 Value Analysis (B204™–2007)	Architect	Proposal upon request
§ 4.1.11 Detailed cost estimating	Provided	In basic scope of service
§ 4.1.12 On-site project representation	Not Provided	N/A

(Row deleted)

§ 4.1.13 Conformed construction documents	Not Provided	N/A
§ 4.1.14 As-Designed Record drawings	Not Provided	N/A
§ 4.1.15 As-Constructed Record drawings	Not Provided	Proposal upon request
§ 4.1.16 Post occupancy evaluation	Architect	Proposal upon request
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	N/A
§ 4.1.18 Tenant-related services	Not Provided	N/A
§ 4.1.19 Coordination of Owner's consultants	Not Provided	N/A
§ 4.1.20 Telecommunications/data design	Architect	In basic scope of service
§ 4.1.21 Security Evaluation and Planning	Architect	In basic scope of service
§ 4.1.22 Commissioning	Architect	In basic scope of service
§ 4.1.23 Extensive environmentally responsible design	Architect	In basic scope of service
§ 4.1.24 LEED® Certification (B214™–2007)	Architect	Proposal upon request
§ 4.1.25 Fast-track design services	Architect	Proposal upon request
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	N/A
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Included	In base scope of service
§ 4.1.28 Signage and Environmental Design	Included	In base scope of service
§ 4.1.29 Acoustical and AV Design	Included	In base scope of service

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Civil Scope

1. Site and utility design including:
2. A site topographical survey will be provided by the Owner.
3. All work 5'-0" outside the building perimeter (work within this perimeter is by other disciplines) to a point within the property line (for utility connections—assume no changes are required outside the property line).
4. Structure placement/location-horizontal and vertical control.
5. Confirmation of location, size and adequacy of utilities serving site.
6. Design water, fire loop and hydrants, sanitary sewer, storm water system, gas main to meter and electrical transformer.
7. Design site drainage and storm water system including piping and (retention structures if required).
8. Design and documentation of erosion control strategy as required by the project.

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9. Coordination of re-routed utilities on site including gas, electrical, telephone and CATV as needed.
10. Coordination with utilities and districts for project approvals, including any required permitting documents.
11. Produce final grading plans based on conceptual grading plan provided by Landscape Consultant.
12. Location of retaining walls and surface improvements (including location of high walls designed by Structural Consultant).
13. Drainage as recommended by the Geotechnical Report Design, including design and location of foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance).
14. Design of paving systems, curb and gutter.
15. Creation of specifications for the Civil Consultant's scope of work, including documentation of over-excavation requirements.
16. Preparation of a staging plan for Final Plan Review Application with consultation from GENERAL CONTRACTOR.
17. Assume Construction Documents will be issued in two bid packages: 1. early foundation/site package and 2. building package.
18. Provide a separate fee for preparing as-built drawings based on drawings marked up by the CMAR.
19. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 2 meetings each in SD and DD phase, and 3 meetings during CD phase
 - c. Propose number of site visits during construction to observe the work and including punch list and final review.
20. Exclusions to this contract:
 - a. Design of sub-surface drainage system for groundwater.

Landscape Scope

1. All surface improvements, land forms and plantings within the property line including paved and landscape areas, and street lawns within the property line within established budget dollars.
2. Concept grading plan.
3. Concept design of all site retaining walls, including finish.
4. Design and documentation of pedestrian plazas and surface walkway systems, including configuration and surface treatment/materials/patterns.
5. Design and documentation of site retaining walls and rockeries below 3'-0" high.
6. Design and documentation of transformer, trash and other landscape enclosures above grade, if required.
7. Design and specifications of site fencing, including gates if required to limit site vehicular access.
8. Design and specifications of site furnishings.
9. Irrigation design and documentation for plant material.
10. Coordination of landscape lighting with lighting consultant/electrical engineer.
11. Creation of specifications by others for the Landscape Consultant's scope of work, including planting medium, plant materials, fencing and gates, site furnishings, low retaining walls and paving systems designed by the Landscape Consultant.
12. Consultation on project construction staging and phasing.
13. Assume Construction Documents will be issued as two bid packages: 1. early foundation/site package and 2. building package.
14. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
15. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 2 meetings each in SD and DD phase, and 3 meetings during CD phase
 - c. Propose number of site visits during construction to observe the work and including punch list and final review.
16. Exclusions to this contract:
 - a. Design of areas beyond the limits of the project site boundary.

Structural Scope

1. Structural design of new building for both phases of work.
2. Assume Construction Documents will be issued in two bid packages: 1. early foundation/site package and 2. building package
3. Structural design and documentation of site retaining walls (either cast-in-place or modular systems) over

- 3'-0" high based on design concept provided by Landscape Consultant.
4. Review and editing of specifications created by others for the Structural Consultant's scope of work.
5. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
6. Please note if the sizing, gauging and locations of metal wall studs is not included in your scope of work such that the CMAR will be aware that this work is in their scope.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD and 3 trips during CA.
8. Assume structural flooring system design will be structural slab over void form.

Mechanical/Plumbing Scope

1. Mechanical design of the project:
 - a. Heating, ventilating and air conditioning.
 - b. Assume ventilation equipment will be mounted on roof tops within screened enclosures.
 - c. Energy modeling as required for building permits (COMcheck or equivalent).
 - d. Coordination with Food Service Consultant on Kitchen Equipment.
 - i. Design of kitchen ventilation system including hood over range and dishwasher (if required—a catering kitchen is anticipated with food prepared elsewhere in the building).
2. Plumbing design within a 5'-0" perimeter of the outside face of the building:
 - a. Coordinate with Civil Consultant on piping beyond this limit.
 - b. Complete design of water, fire suppression riser, sanitary sewer and gas systems within this limit and coordination with existing systems.
 - c. Design of roof water conveyance from roof drain and/ or gutter downspout to site discharge or storm system.
 - d. Coordination with Food Service Consultant on Kitchen Equipment stub-outs and drainage for gas, water and sewer.
3. Presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (this does not mean DOE modeling).
4. Creation of specifications for the Mechanical/Plumbing Consultant's scope of work, including preparation of a commissioning specification for mechanical equipment.
5. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
6. Review of aquatics mechanical system and recommendations to test and balance systems throughout building.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD, 1 trip during DD and 3 trips during CA.
8. Exclusions to this contract:
 - a. Assume fire suppression design will be design/build, except that the Plumbing Consultant will provide the specification for this scope of work.
 - b. DOE 2 modeling.

Electrical/Lighting Scope

1. Electrical and lighting design of the project, including exterior building and site lighting:
 - a. Power.
 - b. Lighting (assume Dark Sky requirements for exterior lighting).
 - i. Provide photometric plans.
 - c. Telephone and CATV (assume contract will include box, conduit and face plate with wiring and device by others).
 - d. Fire detection and alarms.
 - e. Energy modeling as required for building permits (COMcheck or equivalent).
2. Design and coordination of electrical systems on site, including transformer location and primary service (provide an electrical site plan):

- a. Note the transformer may be located in an enclosure.
- b. Consultation on coordination of re-routed utilities on site including electrical, telephone and CATV.
- c. Coordination with utilities and districts for project approvals.
- d. Coordination of landscape lighting with landscape consultant.
3. Presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (this does not mean DOE modeling).
4. Submit a detailed booklet of suggested manufacturer data sheets for lighting fixtures.
5. Audiovisual Scope of Work:
 - a. Confirm program, operational goals and design criteria with Client, including background music system, and room-specific music systems.
 - b. Work will be limited to the new construction.
 - c. Provide an opinion of probable cost describing the proposed systems.
 - d. Prepare drawings showing locations of major AV devices (including projectors, projection screens, loudspeakers, microphones, amplifiers and accessories), electrical conduit, backboxes, and ac power requirements for each space.
 - e. Provide ongoing coordination with Electrical Engineer to ensure understanding of relative scopes of work.
 - f. Generate sight line studies to design all aspects of projectors and projection screens.
 - g. Provide a report, including illustrations of recommended equipment and products. Describe operation of systems and how the design fulfills the client goals.
 - h. Develop specifications defining each system to be installed and detailing the minimum required performance parameters of each component and the final acceptance testing requirements.
 - i. Provide AV system diagrams and details including system interconnection block diagrams, custom control panel layouts, loudspeaker locations and aiming directions, etc.
 - j. Recommend potential AV systems subcontractors and review the qualifications of Contractors suggested by others, if required.
 - k. Respond to requests for substation and review RFI's related to A/V scope.
6. Creation of specifications for the Electrical/Lighting Consultant's scope of work, including preparation of a commissioning specification.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD, 1 trip during DD and 3 trips during CA.
8. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
9. Please provide a separate fee for security systems:
 - a. CCTV for an assumed number of cameras.
 - b. Access doors.
 - c. Alarms at openings.
 - d. Assume participation in teleconferences every other week.
 - e. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - f. Assume 1 trip to Richland Hills during SD and 3 trips during CA.
10. Exclusions to this contract:
 - a. Street lighting and power for surrounding public rights-of-way.
 - b. DOE 2 Modeling.
 - c. Project Commissioning.

Food Service Scope

1. Confirm program/menu, operational goals and design criteria with Client for proposed café and point of sale.
2. Consult with design team to prioritize objectives and formalize concepts related to food service.
3. Advise design team of Health Department requirements and coordinate to provide compliant plans and finishes.
4. Provide food service equipment cost estimates.
5. Submit a detailed booklet of suggested manufacturer data sheets.
6. Provide utility load information to project engineers.
7. Prepare mechanical, electrical and ventilation rough-in and point of connection drawings indicating the

- required size and the height of each utility.
8. Prepare plans showing all food service equipment layout(s), curbs, depressions, remote refrigeration runs, requirements for soda systems, point-of-sale cash register systems and special building requirements for the food facilities.
 9. Prepare equipment schedules for all items.
 10. Coordinate with Structural consultant for floor depressions and slopes.
 11. Coordinate with MEP consultants on equipment rough-in.
 12. Coordinate with interiors consultant on room finishes.
 13. Prepare ventilation plans showing cooking exhaust and equipment ventilation requirements.
 14. Prepare custom-fabricated equipment elevations, sections and details, if necessary.
 15. Prepare specifications for all food service equipment including cold storage rooms, exhaust hoods and refrigeration systems.
 16. Provide necessary information to the Architects for Health Department submittal.
 17. Incorporate Building or Health Department comments on food service equipment into equipment drawings.
 18. Assist with the pre-qualification of Kitchen Equipment Contractors (KEC) and in the solicitation of bids.
 19. Tabulate and analyze bids and assist in the negotiation and award of contracts for Kitchen Equipment through the Client's CMAR.
 20. Review Food Service Equipment Contractor proposals for alternates and/or substitutions and other value engineering proposals.
 21. Respond to RFI's related to food service scope.
 22. Complete a final inspection visit to the site and identify other trips at rough in, at equipment installation, etc., as necessary.
 23. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GC/ CM
 24. Travel and meetings:
 - a. Assume participation in three (3) teleconferences
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CDs in Denver.
 - c. Assume no trips to Richland Hills.
 25. Exclusions to this contract.
 - a. Project commissioning, except for the specification noted above.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of persons providing proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty Two (32) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project and with respect to the Services to be performed by Architect for Owner. Owner shall designate an Owner's Representative(s) for all matters for the Owner under this Agreement. Owner's Representative(s) shall be available to Architect at all reasonable times for consultation with Architect. Architect may conclusively rely on the decisions made by Owner's Representatives, including those which modify this Agreement after approval by the City of Richland Hills, except to the extent applicable by law, the City Charter, or City ordinance requires either City Manager or City Council approval for specific modifications. The Owner designates Mr. Eric Strong, City Manager as the

Owner's Representative. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not

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warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. If the Owner chooses to proceed under Section 6.6.4, after the completion of Design Development, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

To be determined by mutual agreement at the time of claim, but if no agreement is reached, by litigation in a court of competent jurisdiction.

§ 8.3 ARBITRATION

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This section shall not apply to information which the City Attorney or the Attorney General determine is "public information" which must be disclosed pursuant to a request for information filed pursuant to the Texas Public Information Act, or as otherwise required by law.

ARTICLE 11 COMPENSATION

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

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

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A fixed fee of one million, one hundred sixteen thousand, four hundred thirty three dollars and zero cents (\$1,116,433.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect will prepare a proposal or work will be done on an hourly basis per Architect’s current hourly rates at the time of additional services. These rates change in January of every year. 2015 hourly rates are shown in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Architect will prepare a proposal or work will be done on an hourly basis per Architect’s current hourly rates at the time of additional services. These rates change in January of every year. 2015 hourly rates are shown in Section 11.7.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Nineteen	percent (	19	%)
Design Development Phase	Twenty Nine	percent (	29	%)
Construction Documents Phase	Twenty Three	percent (	23	%)
Bidding or Negotiation Phase	Two	percent (	2	%)
Construction Administration	Twenty Seven	percent (	27	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates:

Employee or Category	Rate
Principal	\$200/hour
Project Manager	\$150/hour
Project Designer	\$130/hour
Architectural Intern	\$90/hour

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Project Administration	\$80/hour
Clerical	\$80/hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

The Owner shall pay a licensing fee of fifty thousand dollars and zero cents (\$50,000.00).

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Twenty Thousand Dollars and Zero Cents (\$ 20,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. If, at the completion of the Design Development Phase, the Owner's November election ballot results are negative (less than a 50% vote), the Architect shall credit the initial payment from the final Design Development fee invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and one half percent 1.5% per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A: AIA Document E201™-2007, Digital Data Protocol Exhibit
- .3 Exhibit B: AIA Document E202™ -2008, Building Information Modeling Protocol
- .4 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit A: AIA Document E201™-2007, Digital Data Protocol
- Exhibit B: AIA Document E202™ -2008, Building Information Modeling Protocol
- Exhibit C: Architectural and Engineering Services Fee Allocation and Hourly Rates Schedule
- Exhibit D: Project Schedule
- Exhibit E: Reimbursable Expense Budget
- Exhibit F: Insurance Certificate

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

OWNER

ARCHITECT

(Signature)

Eric Strong, City Manager

(Printed name and title)

(Signature)

Steve Blackburn, Principal

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:04:04 on 05/15/2015.

PAGE 1

AGREEMENT made as of the Nineteenth day of May in the year Two Thousand Fifteen

...

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

...

Barker Rinker Seacat Architecture, P.C., Subchapter S Corporation
3457 Ringsby Court
Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457

...

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX
The Richland Hills Community Center will be located on an approximate 4 acre parcel at the corner of Baker Boulevard and Matthews Drive in Richland Hills, TX. It is a two-story building with the following programmatic components: City offices, lobby with Historic Society museum exhibits, welcome desk, locker rooms, family cabanas, restrooms, child watch, arts and crafts room, community room, caterer's kitchen, gymnasium, elevated walk/ jog track, weight and fitness center and aerobics dance studio.

PAGE 2

April 2016

...

April 2017

PAGE 3

Architect designates Steve Blackburn, and Ken Berendt, Principals as Architect's Representatives for all matters for the Architect under this Agreement and with respect to the Services to be performed by Architect for Owner.

Architect's Representative shall be available to Owner at all reasonable times for consultation with Owner's Representatives. Owner may conclusively rely on the decisions made by Architect's Representatives, including those which modify this Agreement. Either party may change its Representative(s) under this agreement by giving written notice to the other party.

...

<u>Each Occurrence</u>	<u>\$1,000,000 min.</u>
<u>Damage to Premises</u>	<u>\$ 300,000 min.</u>
<u>General Aggregate</u>	<u>\$2,000,000 min.</u>

...

<u>Combined Single Limit</u>	<u>\$1,000,000 min.</u>
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...

<u>Each Accident</u>	<u>\$ 100,000 min.</u>
<u>Each Employee</u>	<u>\$ 100,000 min.</u>
<u>Policy Limit</u>	<u>\$ 500,000 min.</u>

...

<u>Each Claim</u>	<u>\$1,000,000 min.</u>
<u>Aggregate</u>	<u>\$1,000,000 min.</u>

PAGE 4

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

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's ~~approval~~ approval in writing.

...

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's ~~approval~~ approval in writing.

...

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

...

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) ~~bidding and~~ procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall ~~update the~~ review the construction manager's estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's ~~approval.~~ approval in writing.

PAGE 6

~~The~~ If required the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ a negotiated proposal; (2) confirming responsiveness of ~~bids or proposals;~~ (3) determining the successful ~~bid or proposal,~~ if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~.1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~.2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~.3 — organizing and conducting a pre bid conference for prospective bidders;~~
- ~~.4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~.5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 4.1.1	Programming (B202™ 2009)	<u>Owner</u>	<u>Complete</u>
§ 4.1.2	Multiple preliminary designs	<u>Architect</u>	<u>Proposal upon request</u>
§ 4.1.3	Measured drawings	<u>Not Provided</u>	<u>Proposal upon request</u>
§ 4.1.4	Existing facilities surveys	<u>Owner</u>	
§ 4.1.5	Site Evaluation and Planning (B203™ 2007)	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.6	Building information modeling	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.6	Building Information Modeling (E202™ 2008)		
§ 4.1.7	Civil engineering	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.8	Landscape design	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.9	Architectural Interior Design (B252™ 2007)	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.10	Value Analysis (B204™-2007)	<u>Architect</u>	<u>Proposal upon request</u>
§ 4.1.11	Detailed cost estimating	<u>Provided</u>	<u>In basic scope of service</u>
§ 4.1.12	On-site project representation	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.12	On-site Project Representation (B207™ 2008)		
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	<u>Proposal upon request</u>
§ 4.1.16	Post occupancy evaluation	<u>Architect</u>	<u>Proposal upon request</u>
§ 4.1.17	Facility Support Services (B210™-2007)	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.19	Coordination of Owner's consultants	<u>Not Provided</u>	<u>N/A</u>
§ 4.1.20	Telecommunications/data design	<u>Architect</u>	<u>In basic scope of service</u>
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)	<u>Architect</u>	<u>In basic scope of service</u>
§ 4.1.22	Commissioning (B211™ 2007)	<u>Architect</u>	<u>In basic scope of service</u>
§ 4.1.23	Extensive environmentally responsible design	<u>Architect</u>	<u>In basic scope of service</u>
§ 4.1.24	LEED® Certification (B214™ 2012)(B214™-2007)	<u>Architect</u>	<u>Proposal upon request</u>
§ 4.1.25	Fast-track design services	<u>Architect</u>	<u>Proposal upon request</u>
§ 4.1.26	Historic Preservation (B205™-2007)	<u>N/A</u>	<u>N/A</u>
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™ 2007)	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.28	Signage and Environmental Design	<u>Included</u>	<u>In base scope of service</u>
§ 4.1.29	Acoustical and AV Design	<u>Included</u>	<u>In base scope of service</u>

...

Civil Scope

1. Site and utility design including:
2. A site topographical survey will be provided by the Owner.
3. All work 5'-0" outside the building perimeter (work within this perimeter is by other disciplines) to a point within the property line (for utility connections—assume no changes are required outside the property line).

4. Structure placement/location-horizontal and vertical control.
5. Confirmation of location, size and adequacy of utilities serving site.
6. Design water, fire loop and hydrants, sanitary sewer, storm water system, gas main to meter and electrical transformer.
7. Design site drainage and storm water system including piping and (retention structures if required).
8. Design and documentation of erosion control strategy as required by the project.
9. Coordination of re-routed utilities on site including gas, electrical, telephone and CATV as needed.
10. Coordination with utilities and districts for project approvals, including any required permitting documents.
11. Produce final grading plans based on conceptual grading plan provided by Landscape Consultant.
12. Location of retaining walls and surface improvements (including location of high walls designed by Structural Consultant).
13. Drainage as recommended by the Geotechnical Report Design, including design and location of foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance).
14. Design of paving systems, curb and gutter.
15. Creation of specifications for the Civil Consultant's scope of work, including documentation of over-excavation requirements.
16. Preparation of a staging plan for Final Plan Review Application with consultation from GENERAL CONTRACTOR.
17. Assume Construction Documents will be issued in two bid packages: 1. early foundation/site package and 2. building package.
18. Provide a separate fee for preparing as-built drawings based on drawings marked up by the CMAR.
19. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 2 meetings each in SD and DD phase, and 3 meetings during CD phase
 - c. Propose number of site visits during construction to observe the work and including punch list and final review.
20. Exclusions to this contract:
 - a. Design of sub-surface drainage system for groundwater.

Landscape Scope

1. All surface improvements, land forms and plantings within the property line including paved and landscape areas, and street lawns within the property line within established budget dollars.
2. Concept grading plan.
3. Concept design of all site retaining walls, including finish.
4. Design and documentation of pedestrian plazas and surface walkway systems, including configuration and surface treatment/materials/patterns.
5. Design and documentation of site retaining walls and rockeries below 3'-0" high.
6. Design and documentation of transformer, trash and other landscape enclosures above grade, if required.
7. Design and specifications of site fencing, including gates if required to limit site vehicular access.
8. Design and specifications of site furnishings.
9. Irrigation design and documentation for plant material.
10. Coordination of landscape lighting with lighting consultant/electrical engineer.
11. Creation of specifications by others for the Landscape Consultant's scope of work, including planting medium, plant materials, fencing and gates, site furnishings, low retaining walls and paving systems designed by the Landscape Consultant.
12. Consultation on project construction staging and phasing.
13. Assume Construction Documents will be issued as two bid packages: 1. early foundation/site package and 2. building package.
14. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
15. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 2 meetings each in SD and DD phase, and 3 meetings during CD phase
 - c. Propose number of site visits during construction to observe the work and including punch list and final review.
16. Exclusions to this contract:
 - a. Design of areas beyond the limits of the project site boundary.

Structural Scope

1. Structural design of new building for both phases of work.
2. Assume Construction Documents will be issued in two bid packages: 1. early foundation/site package and 2. building package
3. Structural design and documentation of site retaining walls (either cast-in-place or modular systems) over 3'-0" high based on design concept provided by Landscape Consultant.
4. Review and editing of specifications created by others for the Structural Consultant's scope of work.
5. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
6. Please note if the sizing, gauging and locations of metal wall studs is not included in your scope of work such that the CMAR will be aware that this work is in their scope.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD and 3 trips during CA.
8. Assume structural flooring system design will be structural slab over void form.

Mechanical/Plumbing Scope

1. Mechanical design of the project:
 - a. Heating, ventilating and air conditioning.
 - b. Assume ventilation equipment will be mounted on roof tops within screened enclosures.
 - c. Energy modeling as required for building permits (COMcheck or equivalent).
 - d. Coordination with Food Service Consultant on Kitchen Equipment.
 - i. Design of kitchen ventilation system including hood over range and dishwasher (if required—a catering kitchen is anticipated with food prepared elsewhere in the building).
2. Plumbing design within a 5'-0" perimeter of the outside face of the building:
 - a. Coordinate with Civil Consultant on piping beyond this limit.
 - b. Complete design of water, fire suppression riser, sanitary sewer and gas systems within this limit and coordination with existing systems.
 - c. Design of roof water conveyance from roof drain and/ or gutter downspout to site discharge or storm system.
 - d. Coordination with Food Service Consultant on Kitchen Equipment stub-outs and drainage for gas, water and sewer.
3. Presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (this does not mean DOE modeling).
4. Creation of specifications for the Mechanical/Plumbing Consultant's scope of work, including preparation of a commissioning specification for mechanical equipment.
5. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
6. Review of aquatics mechanical system and recommendations to test and balance systems throughout building.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD, 1 trip during DD and 3 trips during CA.
8. Exclusions to this contract:
 - a. Assume fire suppression design will be design/build, except that the Plumbing Consultant will provide the specification for this scope of work.
 - b. DOE 2 modeling.

Electrical/Lighting Scope

1. Electrical and lighting design of the project, including exterior building and site lighting:
 - a. Power.
 - b. Lighting (assume Dark Sky requirements for exterior lighting).
 - i. Provide photometric plans.

- c. Telephone and CATV (assume contract will include box, conduit and face plate with wiring and device by others).
- d. Fire detection and alarms.
- e. Energy modeling as required for building permits (COMcheck or equivalent).
2. Design and coordination of electrical systems on site, including transformer location and primary service (provide an electrical site plan):
 - a. Note the transformer may be located in an enclosure.
 - b. Consultation on coordination of re-routed utilities on site including electrical, telephone and CATV.
 - c. Coordination with utilities and districts for project approvals.
 - d. Coordination of landscape lighting with landscape consultant.
3. Presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (this does not mean DOE modeling).
4. Submit a detailed booklet of suggested manufacturer data sheets for lighting fixtures.
5. Audiovisual Scope of Work:
 - a. Confirm program, operational goals and design criteria with Client, including background music system, and room-specific music systems.
 - b. Work will be limited to the new construction.
 - c. Provide an opinion of probable cost describing the proposed systems.
 - d. Prepare drawings showing locations of major AV devices (including projectors, projection screens, loudspeakers, microphones, amplifiers and accessories), electrical conduit, backboxes, and ac power requirements for each space.
 - e. Provide ongoing coordination with Electrical Engineer to ensure understanding of relative scopes of work.
 - f. Generate sight line studies to design all aspects of projectors and projection screens.
 - g. Provide a report, including illustrations of recommended equipment and products. Describe operation of systems and how the design fulfills the client goals.
 - h. Develop specifications defining each system to be installed and detailing the minimum required performance parameters of each component and the final acceptance testing requirements.
 - i. Provide AV system diagrams and details including system interconnection block diagrams, custom control panel layouts, loudspeaker locations and aiming directions, etc.
 - j. Recommend potential AV systems subcontractors and review the qualifications of Contractors suggested by others, if required.
 - k. Respond to requests for substation and review RFI's related to A/V scope.
6. Creation of specifications for the Electrical/Lighting Consultant's scope of work, including preparation of a commissioning specification.
7. Travel and Meetings
 - a. Assume participation in teleconferences every other week.
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - c. Assume 1 trip to Richland Hills during SD, 1 trip during DD and 3 trips during CA.
8. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GENERAL CONTRACTOR.
9. Please provide a separate fee for security systems:
 - a. CCTV for an assumed number of cameras.
 - b. Access doors.
 - c. Alarms at openings.
 - d. Assume participation in teleconferences every other week.
 - e. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CD in Denver.
 - f. Assume 1 trip to Richland Hills during SD and 3 trips during CA.
10. Exclusions to this contract:
 - a. Street lighting and power for surrounding public rights-of-way.
 - b. DOE 2 Modeling.
 - c. Project Commissioning.

Food Service Scope

1. Confirm program/menu, operational goals and design criteria with Client for proposed café and point of sale.
2. Consult with design team to prioritize objectives and formalize concepts related to food service.

3. Advise design team of Health Department requirements and coordinate to provide compliant plans and finishes.
4. Provide food service equipment cost estimates.
5. Submit a detailed booklet of suggested manufacturer data sheets.
6. Provide utility load information to project engineers.
7. Prepare mechanical, electrical and ventilation rough-in and point of connection drawings indicating the required size and the height of each utility.
8. Prepare plans showing all food service equipment layout(s), curbs, depressions, remote refrigeration runs, requirements for soda systems, point-of-sale cash register systems and special building requirements for the food facilities.
9. Prepare equipment schedules for all items.
10. Coordinate with Structural consultant for floor depressions and slopes.
11. Coordinate with MEP consultants on equipment rough-in.
12. Coordinate with interiors consultant on room finishes.
13. Prepare ventilation plans showing cooking exhaust and equipment ventilation requirements.
14. Prepare custom-fabricated equipment elevations, sections and details, if necessary.
15. Prepare specifications for all food service equipment including cold storage rooms, exhaust hoods and refrigeration systems.
16. Provide necessary information to the Architects for Health Department submittal.
17. Incorporate Building or Health Department comments on food service equipment into equipment drawings.
18. Assist with the pre-qualification of Kitchen Equipment Contractors (KEC) and in the solicitation of bids.
19. Tabulate and analyze bids and assist in the negotiation and award of contracts for Kitchen Equipment through the Client's CMAR.
20. Review Food Service Equipment Contractor proposals for alternates and/or substitutions and other value engineering proposals.
21. Respond to RFI's related to food service scope.
22. Complete a final inspection visit to the site and identify other trips at rough in, at equipment installation, etc., as necessary.
23. Provide a separate fee for preparing as-built drawings based on drawings marked up by the GC/ CM
24. Travel and meetings:
 - a. Assume participation in three (3) teleconferences
 - b. Assume 1 meeting during SD, 2 meetings during DD and 3 meetings during CDs in Denver.
 - c. Assume no trips to Richland Hills.
25. Exclusions to this contract.
 - a. Project commissioning, except for the specification noted above.

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- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

...

- .9 Evaluation of the qualifications of bidders or persons providing proposals;

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty Two (32) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the ~~Project~~. Project and with respect to the Services to be performed by Architect for Owner. Owner shall designate an Owner’s Representative(s) for all matters for the Owner under this Agreement. Owner’s Representative(s) shall be available to Architect at all reasonable times for consultation with Architect. Architect may conclusively rely on the decisions made by Owner’s Representatives, including those which modify this Agreement after approval by the City of Richland Hills, except to the extent applicable by law, the City Charter, or City ordinance requires either City Manager or City Council approval for specific modifications. The Owner designates Mr. Eric Strong, City Manager as the Owner’s Representative. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

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§ 6.4 If the ~~Bidding or~~ Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

- .2 authorize ~~rebidding or~~ renegotiating of the Project within a reasonable time;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6. If the Owner chooses to proceed under Section 6.6.4, after the completion of Design Development, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

PAGE 18

Other (Specify)

To be determined by mutual agreement at the time of claim, but if no agreement is reached, by litigation in a court of competent jurisdiction.

...

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

PAGE 19

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

~~§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This section shall not apply to information which the City Attorney or the Attorney General determine is "public information" which must be disclosed pursuant to a request for information filed pursuant to the Texas Public Information Act, or as otherwise required by law.~~

PAGE 20

~~A fixed fee of one million, one hundred sixteen thousand, four hundred thirty three dollars and zero cents (\$1,116,433.00).~~

...

~~Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2015 hourly rates are shown in Section 11.7.~~

...

~~Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2015 hourly rates are shown in Section 11.7.~~

~~§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:~~

...

Schematic Design Phase	<u>Nineteen</u>	percent (	<u>19</u>	%)
Design Development Phase	<u>Twenty Nine</u>	percent (	<u>29</u>	%)
Construction Documents Phase	<u>Twenty Three</u>	percent (	<u>23</u>	%)
Bidding or Negotiation Phase	<u>Two</u>	percent (	<u>2</u>	%)
Construction	<u>Twenty Seven</u>	percent (	<u>27</u>	%)

Phase Administration

...

...
Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates:

...

<u>Principal</u>	<u>\$190/hour</u>
<u>Project Manager</u>	<u>\$120-\$130/hour</u>
<u>Design Manager</u>	<u>\$100-\$115/hour</u>
<u>Designer</u>	<u>\$75-\$85/hour</u>
<u>Administrative</u>	<u>\$95-\$115/hour</u>
<u>Graphic Designer/Interiors</u>	<u>\$75-\$100/hour</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

The Owner shall pay a licensing fee of fifty thousand dollars and zero cents (\$50,000.00).

...

§ 11.10.1 An initial payment of Twenty Thousand Dollars and Zero Cents (\$ 20,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. If, at the completion of the Design Development Phase, the Owner's November election ballot results are negative (less than a 50% vote), the Architect shall credit the initial payment from the final Design Development fee invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ One and one half percent 1.5% per month

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~~.2~~ Exhibit A: AIA Document E201™-2007, Digital Data Protocol ~~Exhibit, if completed, or the following Exhibit~~

~~.3~~ Exhibit B: AIA Document E202™-2008, Building Information Modeling Protocol

~~.3~~ .4 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: AIA Document E201™-2007, Digital Data Protocol

Exhibit B: AIA Document E202™ -2008, Building Information Modeling Protocol

Exhibit C: Architectural and Engineering Services Fee Allocation and Hourly Rates Schedule

Exhibit D: Project Schedule

Exhibit E: Reimbursable Expense Budget

Exhibit F: Insurance Certificate

...

Eric Strong, City Manager

Steve Blackburn, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christen Snyder, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:04:04 on 05/15/2015 under Order No. 7437915997_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Accountant/Project Administrator

(Title)

May 15, 2015

(Dated)


AIA[®] Document E201[™] – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the Fifth day of May in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN:

(Name, address and contact information, including electronic addresses)

Barker Rinker Seacat Architecture, P.C.
3457 Ringsby Court
Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457
Email Address: steveblackburn@brsarch.com

AND:

(Name, address and contact information, including electronic addresses)

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

Email Address: estrong@richlandhills.com

for the following Project:
(Name and location or address)

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX
The Richland Hills Community Center will be located on an approximate 4 acre parcel at the corner of Baker Boulevard and Matthews Drive in Richland Hills, TX. It is a two-story building with the following programmatic components: City offices, lobby with Historic Society museum exhibits, welcome desk, locker rooms, family cabanas, restrooms, child watch, arts and crafts room, community room, caterer's kitchen, gymnasium, elevated walk/ jog track, weight and fitness center and aerobics dance studio.

TABLE OF ARTICLES

- | | |
|---|-------------------------------------|
| 1 | GENERAL PROVISIONS |
| 2 | TRANSMISSION OF DIGITAL DATA |
| 3 | PROJECT PROTOCOL TABLE |

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit

ADDITIONS AND DELETIONS:

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

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

conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	PDF	TBD	EM	TBD	TBD	
§ 3.1.2 Project communications		TBD		TBD	TBD	
General communications	EM		EM	TBD	TBD	

Init.

Meeting notices	EM		EM	TBD	TBD	
Agendas	PDF		EM	TBD	TBD	
Minutes	PDF		EM	TBD	TBD	
Requests for information	PDF		EM	TBD	TBD	
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF		NF	TBD	TBD	
Design Development Documents	PDF		NF	TBD	TBD	
Construction Documents	PDF		NF	TBD	TBD	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF		NF	TBD	TBD	
Drawings	PDF		NF	TBD	TBD	
Specifications	PDF		NF	TBD	TBD	
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF		NF	TBD	TBD	
Returned by Architect	PDF		NF	TBD	TBD	
Shop drawings						
Submitted by Contractor	PDF		NF	TBD	TBD	
Returned by Architect	PDF		NF	TBD	TBD	
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF		NF	TBD	TBD	
Returned by Contractor	PDF		NF	TBD	TBD	
Shop drawings						
Submitted by Subcontractor	PDF		NF	TBD	TBD	
Returned by Contractor	PDF		NF	TBD	TBD	
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	PDF		NF	TBD	TBD	
Requests for proposal	PDF		EM	TBD	TBD	
Proposal	PDF		EM	TBD	TBD	
Modification communications	PDF		EM	TBD	TBD	
§ 3.1.8 Project payment documents	PDF		EM	TBD	TBD	
§ 3.1.9 Notices and Claims	PDF		EM	TBD	TBD	
Other:						
§ 3.1.10 Closeout documents	PDF		EM	TBD	TBD	
Record documents	PDF		NF	TBD	TBD	

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .docx, Microsoft® Word 2010
E .xlsx, Microsoft Excel 2010
PDF Adobe PDF or Bluebeam PDF (compatible with Adobe)
CAD AutoCAD 2010

Init.

Transmitting Party:

- O Owner
- A Architect
- C Contractor

Transmission Method:

- EM Via e-mail
- EMA As an attachment to an e-mail transmission
- CD Delivered via Compact Disk
- PS Posted to Project Web site
- FTP FTP transfer to receiving FTP server
- NF Newforma Project Center site

Receiving Party:

- O Owner
- A Architect
- C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

- S Store and view only
- R Reproduce and distribute
- I Integrate (incorporate additional digital data without modifying data received)
- M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

Additions and Deletions Report for AIA® Document E201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:57:01 on 05/05/2015.

PAGE 1

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the Fifth day of May in the year Two Thousand Fifteen

...

(Name, address and contact information, including electronic addresses)

Barker Rinker Seacat Architecture, P.C.
3457 Ringsby Court
Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457
Email Address: steveblackburn@brsarch.com

...

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

...

Email Address: estrong@richlandhills.com

...

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX
The Richland Hills Community Center will be located on an approximate 4 acre parcel at the corner of Baker Boulevard and Matthews Drive in Richland Hills, TX. It is a two-story building with the following programmatic components: City offices, lobby with Historic Society museum exhibits, welcome desk, locker rooms, family cabanas, restrooms, child watch, arts and crafts room, community room, caterer's kitchen, gymnasium, elevated walk/ jog track, weight and fitness center and aerobics dance studio.

PAGE 2

<u>§ 3.1.1 Project Agreements and Modifications</u>	<u>PDF</u>	<u>TBD</u>	<u>EM</u>	<u>TBD</u>	<u>TBD</u>	
<u>§ 3.1.2 Project communications</u>		<u>TBD</u>		<u>TBD</u>	<u>TBD</u>	
<u>General communications</u>	<u>EM</u>		<u>EM</u>	<u>TBD</u>	<u>TBD</u>	

Meeting notices	EM		EM	TBD	TBD	
Agendas	PDF		EM	TBD	TBD	
Minutes	PDF		EM	TBD	TBD	
Requests for information	PDF		EM	TBD	TBD	
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF		NF	TBD	TBD	
Design Development Documents	PDF		NF	TBD	TBD	
Construction Documents	PDF		NF	TBD	TBD	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF		NF	TBD	TBD	
Drawings	PDF		NF	TBD	TBD	
Specifications	PDF		NF	TBD	TBD	
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF		NF	TBD	TBD	
Returned by Architect	PDF		NF	TBD	TBD	
Shop drawings						
Submitted by Contractor	PDF		NF	TBD	TBD	
Returned by Architect	PDF		NF	TBD	TBD	
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF		NF	TBD	TBD	
Returned by Contractor	PDF		NF	TBD	TBD	
Shop drawings						
Submitted by Subcontractor	PDF		NF	TBD	TBD	
Returned by Contractor	PDF		NF	TBD	TBD	
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	PDF		NF	TBD	TBD	
Requests for proposal	PDF		EM	TBD	TBD	
Proposal	PDF		EM	TBD	TBD	
Modification communications	PDF		EM	TBD	TBD	
§ 3.1.8 Project payment documents	PDF		EM	TBD	TBD	
§ 3.1.9 Notices and Claims	PDF		EM	TBD	TBD	
Other:						
§ 3.1.10 Closeout documents	PDF		EM	TBD	TBD	
Record documents	PDF		NF	TBD	TBD	

PAGE 3

Data Format:

(Provide required data format, including software version.)

W .docx, Microsoft® Word 2010

E .xlsx, Microsoft Excel 2010

PDF Adobe PDF or Bluebeam PDF (compatible with Adobe)

CAD AutoCAD 2010

Transmitting Party:

O Owner
 A Architect
 C Contractor

Transmission Method:

EM Via e-mail
 EMA As an attachment to an e-mail transmission
 CD Delivered via Compact Disk
 PS Posted to Project Web site
 FTP FTP transfer to receiving FTP server
 NF Newforma Project Center site

Receiving Party:

O Owner
 A Architect
 C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
 R Reproduce and distribute
 I Integrate (incorporate additional digital data without modifying data received)
 M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christen Snyder, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:57:01 on 05/05/2015 under Order No. 7437915997_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007, Digital Data Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Accountant/Project Administrator

(Title)

May 15, 2015

(Dated)


AIA[®] Document E202[™] – 2008
Building Information Modeling Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the Fifth day of May in the year Two Thousand Fifteen
(*In words, indicate day, month and year.*)

BETWEEN:

(*Name, address and contact information, including electronic addresses*)

Barker Rinker Seacat Architecture, P.C.
3457 Ringsby Court
Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457
Email Address: steveblackburn@brsarch.com

AND:

(*Name, address and contact information, including electronic addresses*)

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

Email Address: estrong@richlandhills.com

for the following Project:
(*Name and location or address*)

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX

TABLE OF ARTICLES

- | | |
|----------|-----------------------------|
| 1 | GENERAL PROVISIONS |
| 2 | PROTOCOL |
| 3 | LEVEL OF DEVELOPMENT |
| 4 | MODEL ELEMENTS |

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the protocols, expected levels of development, and authorized uses of Building Information Models on this Project and assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ADDITIONS AND DELETIONS:

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

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

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.2 Definitions

§ 1.2.1 **Building Information Model.** A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project and is referred to in this Exhibit as the "Model(s)," which term may be used herein to describe a Model Element, a single Model or multiple Models used in the aggregate. "Building Information Modeling" means the process and technology used to create the Model.

§ 1.2.2 **Level of Development.** The Level(s) of Development (LOD) describes the level of completeness to which a Model Element is developed.

§ 1.2.3 **Model Element.** A Model Element is a portion of the Building Information Model representing a component, system or assembly within a building or building site. For the purposes of this Exhibit, Model Elements are represented by the Construction Specifications Institute (CSI) UniFormat™ classification system in the Model Element Table at Section 4.3.

§ 1.2.4 **Model Element Author.** The Model Element Author is the party responsible for developing the content of a specific Model Element to the LOD required for a particular phase of the Project. Model Element Authors are identified in the Model Element Table at Section 4.3.

§ 1.2.5 **Model User.** The Model User refers to any individual or entity authorized to use the Model on the Project, such as for analysis, estimating or scheduling.

ARTICLE 2 PROTOCOL

§ 2.1 Coordination and Conflicts

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the discovering party shall promptly notify the Model Element Author(s). Upon such notification, the Model Element Author(s) shall act promptly to mitigate the conflict.

§ 2.2 Model Ownership

In contributing content to the Model, the Model Element Author does not convey any ownership right in the content provided or in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent Model Element Author's and Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Model for another purpose.

§ 2.3 Model Requirements

§ 2.3.1 **Model Standard.** The Model shall be developed in accordance with the following standard, if any: *(Set forth below object naming conventions, graphic standards, common symbology, etc., or state an applicable standard, such as the National Building Information Model Standards (NBIMS).)*

§ 2.3.2 **File Format(s).** Models shall be delivered in the following format(s) as appropriate to the use of the Model:

Use of Model	Required File Format(s)
Development and Production of Construction Documents	Autodesk Revit 2015 "RVT"

§ 2.4 Model Management

§ 2.4.1 The requirements for managing the Model include, but are not limited to, the duties set forth below in this Section 2.4. The Architect will manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another party at a particular phase of the Project, indicate below the identity of the party that will assume that responsibility, and the phase at which that party will assume those responsibilities.

Responsible Party

Barker Rinker Seacat Architecture

Project Phase

Schematic Design – Contract Administration

§ 2.4.2 Initial Responsibilities. The party responsible for managing the Model shall facilitate the establishment of protocols for the following:

- .1 Model origin, coordinate system, and units
- .2 File storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Clash detection
- .5 Access rights
- .6 Other protocols:
(*Insert additional protocols below.*)

§ 2.4.3 Ongoing Responsibilities. The party responsible for managing the Model shall have the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Log incoming Models
 - .3 Validate that files are complete and usable and in compliance with applicable protocols
 - .4 Maintain record copy of each file received
- .2 Aggregate Model files and make available for viewing
- .3 Perform clash detection in accordance with established protocols and issue periodic clash detection reports
- .4 Maintain Model archives and backups
- .5 Manage access rights
- .6 Follow protocols established in Section 2.4.2

§ 2.4.4 Model Archives. The party responsible for Model management as set forth in this Section 2.4 shall produce a Model Archive at the end of each Project phase and shall preserve the Model Archive as a record that may not be altered for any reason.

§ 2.4.4.1 The Model Archive shall consist of two sets of files. The first set shall be a collection of individual Models as received from the Model Element Author(s). The second set of files shall consist of the aggregate of those individual Models in a format suitable for archiving and viewing. The second set shall be saved in the following file format:

Autodesk Revit 2015, Autodesk Design Review, 3D DWF Navisworks. Other file formats available at possible additional cost/fee.

§ 2.4.4.2 Additional Model Archive requirements, if any, are as follows:

§ 2.4.4.3 The procedures for storing and preserving the Model upon final completion of the Project are as follows:

A DVD containing all model data will be delivered to the Owner.

§ 2.4.5 Other requirements for Model management, if any, are as follows:

(*Describe in detail any other Model management requirements.*)

ARTICLE 3 LEVEL OF DEVELOPMENT

§ 3.1 The following LOD descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels. The parties shall utilize the five LOD described

Init.

below in completing the Model Element Table at Section 4.3, which establishes the required LOD for each Model Element at each phase of the Project.

§ 3.2 LOD 100

§ 3.2.1 Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

§ 3.2.2 Authorized Uses

§ 3.2.2.1 Analysis. The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.

§ 3.2.2.2 Cost Estimating. The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 3.2.2.3 Schedule. The Model may be used for project phasing and overall duration.

§ 3.2.2.4 Other Authorized Uses. Additional authorized uses of the Model developed to a Level 100, if any, are as follows:

§ 3.3 LOD 200

§ 3.3.1 Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§ 3.3.2 Authorized Uses

§ 3.3.2.1 Analysis. The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 3.3.2.2 Cost Estimating. The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 3.3.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of major elements and systems.

§ 3.3.2.4 Other Authorized Uses. Additional authorized uses of the Model developed to a Level 200, if any, are as follows:

§ 3.4 LOD 300

§ 3.4.1 Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

§ 3.4.2 Authorized Uses

§ 3.4.2.1 Construction. Suitable for the generation of traditional construction documents and shop drawings.

§ 3.4.2.2 Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.

§ 3.4.2.3 Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.

§ 3.4.2.4 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 3.4.2.5 Other Authorized Uses. Additional authorized uses of the Model developed to a Level 300, if any, are as follows:

§ 3.5 LOD 400

§ 3.5.1 Model Content Requirements. Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and orientation with complete fabrication, assembly, and detailing information. Non-geometric information may also be attached to Model Elements.

§ 3.5.2 Authorized Uses

§ 3.5.2.1 Construction. Model Elements are virtual representations of the proposed element and are suitable for construction.

§ 3.5.2.2 Analysis. The Model may be analyzed for performance of approved selected systems based on specific Model Elements.

§ 3.5.2.3 Cost Estimating. Costs are based on the actual cost of specific elements at buyout.

§ 3.5.2.4 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 3.5.2.5 Other Authorized Uses. Additional authorized uses of the Model developed to a Level 400, if any, are as follows:

§ 3.6 LOD 500

§ 3.6.1 Model Content Requirements. Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements.

§ 3.6.2 Authorized Uses

§ 3.6.2.1 General Usage. The Model may be utilized for maintaining, altering, and adding to the Project, but only to the extent consistent with any licenses granted in the Agreement or in a separate licensing agreement.

§ 3.6.2.2 Other Authorized Uses. Additional authorized uses of the Model developed to a Level 500, if any, are as follows:

ARTICLE 4 MODEL ELEMENTS

§ 4.1 Reliance on Model Elements

§ 4.1.1 The Model Element Table at Section 4.3 identifies (1) the LOD required for each Model Element at the end of each Project phase, and (2) the Model Element Author responsible for developing the Model Element to the LOD identified. Each Model Element Author's content is intended to be shared with subsequent Model Element Authors and Model Users throughout the course of the Project.

§ 4.1.2 It is understood that while the content of a specific Model Element may include data that exceeds the required LOD identified in Section 4.3 for a particular phase, Model Users and subsequent Model Element Authors may rely on the accuracy and completeness of a Model Element consistent only with the content required for a LOD identified in Section 4.3.

§ 4.1.3 Any use of, or reliance on, a Model Element inconsistent with the LOD indicated in Section 4.3 by subsequent Model Element Authors or Model Users shall be at their sole risk and without liability to the Model Element Author. To the fullest extent permitted by law, subsequent Model Element Authors and Model Users shall indemnify and

defend the Model Element Author from and against all claims arising from or related to the subsequent Model Element Author's or Model User's modification to, or unauthorized use of, the Model Element Author's content.

§ 4.2 Table Instructions

§ 4.2.1 The table in Section 4.3 indicates the LOD to which each Model Element Author (MEA) is required to develop the content of the Model Element at the conclusion of each phase of the Project.

§ 4.2.2 Abbreviations for each MEA to be used in the Model Element Table are as follows:
(Provide abbreviations such as "A – Architect," or "C – Contractor.")

Abbreviation	Model Element Author (MEA)
A	Architect
I	Interiors
C	Contractor
S	Structural
CI	Civil
L	Landscape
MP	Mechanical / Plumbing
E	Electrical
AQ	Aquatics

§ 4.3 Model Element Table <i>Identify (1) the LOD required for each Model Element at the end of each phase, and (2) the Model Element Author (MEA) responsible for developing the Model Element to the LOD identified.</i>					Preliminary Design	Schematic Design	Design Development	Construction Documents	Construction			Note Number (See 4.4)
Model Elements Utilizing CSI UniFormat™												
A	SUBSTRUCTURE	A10 Foundations	A1010	Standard Foundations				300				
			A1020	Special Foundations				300				
			A1030	Slab on Grade				300				
	A20	Basement Construction	A2010	Basement Excavation				NA				
			A2020	Basement Walls				300				
B	SHELL	B10 Superstructure	B1010	Floor Construction				300				
			B1020	Roof Construction				300				
	B20	Exterior Enclosure	B2010	Exterior Walls				300				
			B2020	Exterior Windows				300				
			B2030	Exterior Doors				300				
	B30	Roofing	B3010	Roof Coverings				300				
			B3020	Roof Openings				300				
C	INTERIORS	C10 Interior Construction	C1010	Partitions				300				
			C1020	Interior Doors				300				
			C1030	Fittings				300				
	C20	Stairs	C2010	Stair Construction				300				
			C2020	Stair Finishes				100				
	C30	Interior Finishes	C3010	Wall Finishes				100				
			C3020	Floor Finishes				100				
			C3030	Ceiling Finishes				100				
D	SERVICES	D10 Conveying	D1010	Elevators & Lifts				300				
				Escalators & Moving Walks				300				

Init.

		D1030	Other Conveying Systems						300					
D20	Plumbing	D2010	Plumbing Fixtures						300					
		D2020	Domestic Water Distribution						300					
		D2030	Sanitary Waste						300					
		D2040	Rain Water Drainage						300					
		D2090	Other Plumbing Systems						300					
D30	HVAC	D3010	Energy Supply						200					
		D3020	Heat Generating Systems						300					
		D3030	Cooling Generating Systems						300					
		D3040	Distribution Systems						300					
		D3050	Terminal & Package Units						300					
		D3060	Controls & Instrumentation						100					
		D3070	Systems Testing & Balancing						NA					
		D3090	Other HVAC Systems & Equipment						200					
D40	Fire Protection	D4010	Sprinklers						200					
		D4020	Standpipes						200					
		D4030	Fire Protection Specialties						200					
		D4090	Other Fire Protection Systems						200					
D50	Electrical	D5010	Electrical Service & Distribution						200					
		D5020	Lighting and Branch Wiring						200					
		D5030	Communications & Security						100					
		D5090	Other Electrical Systems						100					
E	EQUIPMENT & FURNISHINGS	E10	Equipment	E1010	Commercial Equipment				300					
				E1020	Institutional Equipment				300					
				E1030	Vehicular Equipment				200					
				E1090	Other Equipment				200					
		E20	Furnishings	E2010	Fixed Furnishings				300					
				E2020	Movable Furnishings				200					
F	SPECIAL CONSTR. & DEMO	F10	Special Construction	F1010	Special Structures				300					
				F1020	Integrated Construction				300					
				F1030	Special Construction Systems				300					
				F1040	Special Facilities				300					
				F1050	Special Controls & Instrumentation				100					
		F20	Selective Bldg Demo	F2010	Building Elements Demolition				200					
				F2020	Hazardous Components Abatement				100					
G	BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing				100					
				G1020	Site Demolition & Relocations				200					
				G1030	Site Earthwork				200					
				G1040	Hazardous Waste Remediation				100					
		G20	Site Improvements	G2010	Roadways				200					
				G2020	Parking Lots				200					
				G2030	Pedestrian Paving				200					
				G2040	Site Development				200					
				G2050	Landscaping				100					

Init.

G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems							200									
		G3020	Sanitary Sewer Systems							200									
		G3030	Storm Sewer Systems							200									
		G3040	Heating Distribution							200									
		G3050	Cooling Distribution							200									
		G3060	Fuel Distribution							200									
		G3090	Other Civil/ Mechanical Utilities							200									
G40	Site Electrical Utilities	G4010	Electrical Distribution							200									
		G4020	Site Lighting							200									
		G4030	Site Communications & Security							200									
		G4090	Other Electrical Utilities							200									
G50	Other Site Construction	G5010	Service Tunnels							200									
		G5090	Other Site Systems & Equipment							200									
Model Elements Not Utilizing CSI UniFormat™				LOD	MEA														

§ 4.3 Model Element Table

<i>Identify (1) the LOD required for each Model Element at the end of each phase, and (2) the Model Element Author (MEA) responsible for developing the Model Element to the LOD identified.</i>				Preliminary Design	Schematic Design	Design Development	Construction Documents	Construction										Note Number (See 4.4)			
<i>Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."</i>																					
<i>NOTE: LOD's must be adapted for the unique characteristics of each Project.</i>																					
Model Elements Utilizing CSI UniFormat™				LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA				
A	SUBSTRUCTURE	A10	Foundations	A1010	Standard Foundations	100	S	200	S	300	S	TBD	TBD								
				A1020	Special Foundations	100	S	200	S	300	SS	TBD	TBD								
				A1030	Slab on Grade	100	S	200	S	300	S	TBD	TBD								
A20	Basement Construction	A20		A2010	Basement Excavation					NA		TBD	TBD								
				A2020	Basement Walls	100	A / S	200	A / S	300	A / S	TBD	TBD								
B	SHELL	B10	Superstructure	B1010	Floor Construction	100	A / S	200	A / S	300	A / S	TBD	TBD								
				B1020	Roof Construction	100	A / S	200	A / S	300	A / S	TBD	TBD								
	B20	Exterior Enclosure	B20		B2010	Exterior Walls	100	A	200	A	300	A	TBD	TBD							
					B2020	Exterior Windows	100	A	200	A	300	A	TBD	TBD							
					B2030	Exterior Doors	100	A	200	A	300	A	TBD	TBD							
	B30	Roofing	B30		B3010	Roof Coverings	100	A	200	A	300	A	TBD	TBD							
					B3020	Roof Openings	100	A	200	A	300	A	TBD	TBD							
C	INTERIORS	C10	Interior Construction	C1010	Partitions	100	A	200	A	300	A	TBD	TBD								
				C1020	Interior Doors	100	A	200	A	300	A	TBD	TBD								
				C1030	Fittings	100	A	200	A	300	A	TBD	TBD								
		C20	Stairs	C20		C2010	Stair Construction	100	A / S	200	A / S	300	A / S	TBD	TBD						
						C2020	Stair Finishes		A / I		A / I	100	A / I	TBD	TBD						
		C30	Interior Finishes	C30		C3010	Wall Finishes		A / I		A / I	100	A / I	TBD	TBD						
						C3020	Floor Finishes		A / I		A / I	100	A / I	TBD	TBD						
						C3030	Ceiling Finishes		A / I		A / I	100	A / I	TBD	TBD						
		D	SERVICES	D10	Conveying	D1010	Elevators & Lifts	100	A	200	A	300	A	TBD	TBD						
D1020	Escalators & Moving Walks									300											
D1030	Other Conveying Systems									300											

D20	Plumbing	D2010	Plumbing Fixtures			100	MP	200	MP	300	MP				
		D2020	Domestic Water Distribution			100	MP	200	MP	300	MP	TBD	TBD		
		D2030	Sanitary Waste			100	MP	200	MP	300	MP	TBD	TBD		
		D2040	Rain Water Drainage			100	CI / MP	200	CI / MP	300	CI / MP	TBD	TBD		
		D2090	Other Plumbing Systems			100	MP	200	MP	300	MP	TBD	TBD		
D30	HVAC	D3010	Energy Supply				MP	100	MP	200	MP	TBD	TBD		
		D3020	Heat Generating Systems			100	MP	200	MP	300	MP	TBD	TBD		
		D3030	Cooling Generating Systems			100	MP	200	MP	300	MP	TBD	TBD		
		D3040	Distribution Systems			100	MP	200	MP	300	MP	TBD	TBD		
		D3050	Terminal & Package Units			100	MP	200	MP	300	MP	TBD	TBD		
		D3060	Controls & Instrumentation				MP		MP	100	MP	TBD	TBD		
		D3070	Systems Testing & Balancing							NA		TBD	TBD		
		D3090	Other HVAC Systems & Equipment				MP	100	MP	200	MP	TBD	TBD		
D40	Fire Protection	D4010	Sprinklers				C	100	C	200	C	TBD	TBD		
		D4020	Standpipes				C	100	C	200	C	TBD	TBD		
		D4030	Fire Protection Specialties				C	100	C	200	C	TBD	TBD		
		D4090	Other Fire Protection Systems				C	100	C	200	C	TBD	TBD		
D50	Electrical	D5010	Electrical Service & Distribution				E	100	E	200	E	TBD	TBD		
		D5020	Lighting and Branch Wiring				E	100	E	300	E	TBD	TBD		
		D5030	Communications & Security				E	100	E	100	E	TBD	TBD		
		D5090	Other Electrical Systems				E	100	E	100	E	TBD	TBD		
E EQUIPMENT & FURNISHINGS	E10 Equipment	E1010	Commercial Equipment			100	A	200	A	300	A	TBD	TBD		
		E1020	Institutional Equipment			100	A	200	A	300	A	TBD	TBD		
		E1030	Vehicular Equipment							200					
		E1090	Other Equipment				A	100	A	200	A	TBD	TBD		
E20	Furnishings	E2010	Fixed Furnishings			100	A / I	200	A / I	300	A / I	TBD	TBD		
		E2020	Movable Furnishings					100	I	200	I	TBD	TBD		
F SPECIAL CONSTR. & DEMO	F10 Special Construction	F1010	Special Structures			100	TBD	200	TBD	300	TBD	TBD	TBD		
		F1020	Integrated Construction			100	TBD	200	TBD	300	TBD	TBD	TBD		
		F1030	Special Construction Systems			100	TBD	200	TBD	300	TBD	TBD	TBD		
		F1040	Special Facilities			100	TBD	200	TBD	300	TBD	TBD	TBD		
		F1050	Special Controls & Instrumentation				TBD		TBD	100	TBD	TBD	TBD		
F20	Selective Bldg Demo	F2010	Building Elements Demolition				TBD	100	TBD	200	TBD	TBD	TBD		
		F2020	Hazardous Components Abatement							100					
G BUILDING SITEWORK	G10 Site Preparation	G1010	Site Clearing				CI		CI	100	CI	TBD	TBD		
		G1020	Site Demolition & Relocations				CI	100	CI	200	CI	TBD	TBD		
		G1030	Site Earthwork				CI / L	100	CI / L	200	CI / L	TBD	TBD		
		G1040	Hazardous Waste Remediation				TBD		TBD	100	TBD	TBD	TBD		
	G20 Site Improvements	G2010	Roadways				CI	100	CI	200	CI	TBD	TBD		
		G2020	Parking Lots				CI	100	CI	200	CI	TBD	TBD		
		G2030	Pedestrian Paving				L	100	L	200	L	TBD	TBD		
		G2040	Site Development				CI	100	CI	200	CI	TBD	TBD		
		G2050	Landscaping				L		L	100	L	TBD	TBD		
	G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems				CI	100	CI	200	CI	TBD	TBD	

Init.

	G3020	Sanitary Sewer Systems				CI	100	CI	200	CI	TBD	TBD		
	G3030	Storm Sewer Systems				CI	100	CI	200	CI	TBD	TBD		
	G3040	Heating Distribution				CI	100	CI	200	CI	TBD	TBD		
	G3050	Cooling Distribution				CI	100	CI	200	CI	TBD	TBD		
	G3060	Fuel Distribution				CI	100	CI	200	CI	TBD	TBD		
	G3090	Other Civil/ Mechanical Utilities				CI	100	CI	200	CI	TBD	TBD		
G40	Site Electrical Utilities	G4010	Electrical Distribution			E	100	E	200	E	TBD	TBD		
		G4020	Site Lighting			E	100	E	200	E	TBD	TBD		
		G4030	Site Communications & Security			E	100	E	200	E	TBD	TBD		
		G4090	Other Electrical Utilities			E	100	E	200	E	TBD	TBD		
G50	Other Site Construction	G5010	Service Tunnels						200					
		G5090	Other Site Systems & Equipment			TBD	100	TBD	200	TBD	TBD	TBD		

§ 4.4 Model Element Table Notes

Notes:

(List by number shown on table.)

Additions and Deletions Report for ***AIA[®] Document E202[™] – 2008***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:03:03 on 05/05/2015.

PAGE 1

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the Fifth day of May in the year Two Thousand Fifteen

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Unit 200
Denver, CO 80216
Telephone Number: 303.455.1366
Fax Number: 303.455.7457
Email Address: steveblackburn@brsarch.com

...

(Name, address and contact information, including electronic addresses)

City of Richland Hills
City Hall
3200 Diana Drive
Richland Hills, TX 76118
Telephone Number: (817) 616-3745

...

Email Address: estrong@richlandhills.com

...

Richland Hills Community Center
The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX

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Development and Production of
Construction Documents

Autodesk Revit 2015 "RVT"

PAGE 3

Barker Rinker Seacat Architecture

Schematic Design – Contract Administration

...

Autodesk Revit 2015, Autodesk Design Review, 3D DWF Navisworks. Other file formats available at possible additional cost/fee.

A DVD containing all model data will be delivered to the Owner.

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|-----------|------------------------------|
| <u>A</u> | <u>Architect</u> |
| <u>I</u> | <u>Interiors</u> |
| <u>C</u> | <u>Contractor</u> |
| <u>S</u> | <u>Structural</u> |
| <u>CI</u> | <u>Civil</u> |
| <u>L</u> | <u>Landscape</u> |
| <u>MP</u> | <u>Mechanical / Plumbing</u> |
| <u>E</u> | <u>Electrical</u> |
| <u>AQ</u> | <u>Aquatics</u> |

§ 4.3 Model Element Table				Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Note Number (See 4.4)	
<i>Identify (1) the LOD required for each Model Element at the end of each phase, and (2) the Model Element Author (MEA) responsible for developing the Model Element to the LOD identified.</i>				LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA		
<i>Insert abbreviations for each MEA identified in the table below, such as "A - Architect," or "C - Contractor."</i>															
<i>NOTE: LODs must be adapted for the unique characteristics of each Project.</i>															
Model Elements Utilizing CSI UniFormat™				LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA		

A SUBSTRUCTURE	A10 Foundations	A1010	Standard Foundations							300					
		A1020	Special Foundations							300					
		A1030	Slab on Grade							300					
	A20 Basement Construction	A2010	Basement Excavation							NA					
		A2020	Basement Walls							300					
	B SHELL	B10 Superstructure	B1010	Floor Construction							300				
B1020			Roof Construction							300					
B20 Exterior Enclosure		B2010	Exterior Walls							300					
		B2020	Exterior Windows							300					
		B2030	Exterior Doors							300					
B30 Roofing		B3010	Roof Coverings							300					
		B3020	Roof Openings							300					
C INTERIORS		C10 Interior Construction	C1010	Partitions							300				
			C1020	Interior Doors							300				
			C1030	Fittings							300				
	C20 Stairs	C2010	Stair Construction							300					
		C2020	Stair Finishes							100					
	C30 Interior Finishes	C3010	Wall Finishes							100					
		C3020	Floor Finishes							100					
		C3030	Ceiling Finishes							100					
	D SERVICES	D10 Conveying	D1010	Elevators & Lifts							300				
D1020			Escalators & Moving Walks							300					

		D1030	Other Conveying Systems						300						
D20	Plumbing	D2010	Plumbing Fixtures						300						
		D2020	Domestic Water Distribution						300						
		D2030	Sanitary Waste						300						
		D2040	Rain Water Drainage						300						
		D2090	Other Plumbing Systems						300						
D30	HVAC	D3010	Energy Supply						200						
		D3020	Heat Generating Systems						300						
		D3030	Cooling Generating Systems						300						
		D3040	Distribution Systems						300						
		D3050	Terminal & Package Units						300						
		D3060	Controls & Instrumentation						100						
		D3070	Systems Testing & Balancing						NA						
		D3090	Other HVAC Systems & Equipment						200						
D40	Fire Protection	D4010	Sprinklers						200						
		D4020	Standpipes						200						
		D4030	Fire Protection Specialties						200						
		D4090	Other Fire Protection Systems						200						
D50	Electrical	D5010	Electrical Service & Distribution						200						
		D5020	Lighting and Branch Wiring						200						
		D5030	Communications & Security						100						
		D5090	Other Electrical Systems						100						
E	EQUIPMENT & FURNISHINGS	E10	Equipment	E1010	Commercial Equipment				300						
				E1020	Institutional Equipment				300						
				E1030	Vehicular Equipment				200						
				E1090	Other Equipment				200						
		E20	Furnishings	E2010	Fixed Furnishings				300						
				E2020	Movable Furnishings				200						
E	SPECIAL CONSTR. & DEMO	F10	Special Construction	F1010	Special Structures				300						
				F1020	Integrated Construction				300						
				F1030	Special Construction Systems				300						
				F1040	Special Facilities				300						
				F1050	Special Controls & Instrumentation				100						
		F20	Selective Bldg Demo	F2010	Building Elements Demolition				200						
				F2020	Hazardous Components Abatement				100						
G	BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing				100						
				G1020	Site Demolition & Relocations				200						
				G1030	Site Earthwork				200						
				G1040	Hazardous Waste Remediation				100						
		G20	Site Improvements	G2010	Roadways				200						
				G2020	Parking Lots				200						
				G2030	Pedestrian Paving				200						
				G2040	Site Development				200						
				G2050	Landscaping				100						

G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems							200									
		G3020	Sanitary Sewer Systems							200									
		G3030	Storm Sewer Systems							200									
		G3040	Heating Distribution							200									
		G3050	Cooling Distribution							200									
		G3060	Fuel Distribution							200									
		G3090	Other Civil/ Mechanical Utilities							200									
G40	Site Electrical Utilities	G4010	Electrical Distribution							200									
		G4020	Site Lighting							200									
		G4030	Site Communications & Security							200									
		G4090	Other Electrical Utilities							200									
G50	Other Site Construction	G5010	Service Tunnels							200									
		G5090	Other Site Systems & Equipment							200									

Model Elements Not Utilizing CSI UniFormat™				LOD	MEA												

§ 4.3 Model Element Table

<i>Identify (1) the LOD required for each Model Element at the end of each phase, and (2) the Model Element Author (MEA) responsible for developing the Model Element to the LOD identified.</i>				Preliminary Design	Schematic Design	Design Development	Construction Documents	Construction									Note Number (See 4.4)
<i>Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."</i>																	
<i>NOTE: LOD's must be adapted for the unique characteristics of each Project.</i>																	
Model Elements Utilizing CSI UniFormat™				LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA
A	SUBSTRUCTURE	A10	Foundations	A1010	Standard Foundations			100	S	200	S	300	S	TBD	TBD		
			A1020	Special Foundations			100	S	200	S	300	SS	TBD	TBD			
			A1030	Slab on Grade			100	S	200	S	300	S	TBD	TBD			
A20	Basement Construction	A2010	Basement Excavation								NA		TBD	TBD			
		A2020	Basement Walls			100	A/S	200	A/S	300	A/S	TBD	TBD				
B	SHELL	B10	Superstructure	B1010	Floor Construction			100	A/S	200	A/S	300	A/S	TBD	TBD		
			B1020	Roof Construction			100	A/S	200	A/S	300	A/S	TBD	TBD			
	B20	Exterior Enclosure	B2010	Exterior Walls			100	A	200	A	300	A	TBD	TBD			
			B2020	Exterior Windows			100	A	200	A	300	A	TBD	TBD			
			B2030	Exterior Doors			100	A	200	A	300	A	TBD	TBD			
	B30	Roofing	B3010	Roof Coverings			100	A	200	A	300	A	TBD	TBD			
			B3020	Roof Openings			100	A	200	A	300	A	TBD	TBD			
C	INTERIORS	C10	Interior Construction	C1010	Partitions			100	A	200	A	300	A	TBD	TBD		
			C1020	Interior Doors			100	A	200	A	300	A	TBD	TBD			
			C1030	Fittings			100	A	200	A	300	A	TBD	TBD			
	C20	Stairs	C2010	Stair Construction			100	A/S	200	A/S	300	A/S	TBD	TBD			
			C2020	Stair Finishes				A/I		A/I	100	A/I	TBD	TBD			
	C30	Interior Finishes	C3010	Wall Finishes				A/I		A/I	100	A/I	TBD	TBD			
			C3020	Floor Finishes				A/I		A/I	100	A/I	TBD	TBD			
			C3030	Ceiling Finishes				A/I		A/I	100	A/I	TBD	TBD			
			D	SERVICES	D10	Conveying	D1010	Elevators & Lifts			100	A	200	A	300	A	TBD
				D1020	Escalators & Moving Walks							300					

		D1030	Other Conveying Systems						300								
D20	Plumbing	D2010	Plumbing Fixtures			100	MP	200	MP	300	MP						
		D2020	Domestic Water Distribution			100	MP	200	MP	300	MP	TBD	TBD				
		D2030	Sanitary Waste			100	MP	200	MP	300	MP	TBD	TBD				
		D2040	Rain Water Drainage			100	CI/MP	200	CI/MP	300	CI/MP	TBD	TBD				
		D2090	Other Plumbing Systems			100	MP	200	MP	300	MP	TBD	TBD				
D30	HVAC	D3010	Energy Supply				MP	100	MP	200	MP	TBD	TBD				
		D3020	Heat Generating Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3030	Cooling Generating Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3040	Distribution Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3050	Terminal & Package Units			100	MP	200	MP	300	MP	TBD	TBD				
		D3060	Controls & Instrumentation				MP		MP	100	MP	TBD	TBD				
		D3070	Systems Testing & Balancing							NA		TBD	TBD				
		D3090	Other HVAC Systems & Equipment				MP	100	MP	200	MP	TBD	TBD				
D40	Fire Protection	D4010	Sprinklers				C	100	C	200	C	TBD	TBD				
		D4020	Standpipes				C	100	C	200	C	TBD	TBD				
		D4030	Fire Protection Specialties				C	100	C	200	C	TBD	TBD				
		D4090	Other Fire Protection Systems				C	100	C	200	C	TBD	TBD				
D50	Electrical	D5010	Electrical Service & Distribution				E	100	E	200	E	TBD	TBD				
		D5020	Lighting and Branch Wiring				E	100	E	300	E	TBD	TBD				
		D5030	Communications & Security				E	100	E	100	E	TBD	TBD				
		D5090	Other Electrical Systems				E	100	E	100	E	TBD	TBD				
E	EQUIPMENT & FURNISHINGS	E10	Equipment	E1010	Commercial Equipment			100	A	200	A	300	A	TBD	TBD		
				E1020	Institutional Equipment			100	A	200	A	300	A	TBD	TBD		
				E1030	Vehicular Equipment							200					
				E1090	Other Equipment				A	100	A	200	A	TBD	TBD		
		E20	Furnishings	E2010	Fixed Furnishings			100	A/I	200	A/I	300	A/I	TBD	TBD		
				E2020	Movable Furnishings					100	I	200	I	TBD	TBD		
F	SPECIAL CONSTR. & DEMO	F10	Special Construction	F1010	Special Structures			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1020	Integrated Construction			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1030	Special Construction Systems			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1040	Special Facilities			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1050	Special Controls & Instrumentation				TBD		TBD	100	TBD	TBD	TBD		
		F20	Selective Bldg Demo	F2010	Building Elements Demolition				TBD	100	TBD	200	TBD	TBD	TBD		
				F2020	Hazardous Components Abatement							100					
G	BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing				CI		CI	100	CI	TBD	TBD		
				G1020	Site Demolition & Relocations				CI	100	CI	200	CI	TBD	TBD		
				G1030	Site Earthwork				CI/L	100	CI/L	200	CI/L	TBD	TBD		
				G1040	Hazardous Waste Remediation				TBD		TBD	100	TBD	TBD	TBD		
		G20	Site Improvements	G2010	Roadways				CI	100	CI	200	CI	TBD	TBD		
				G2020	Parking Lots				CI	100	CI	200	CI	TBD	TBD		
				G2030	Pedestrian Paving				L	100	L	200	L	TBD	TBD		
				G2040	Site Development				CI	100	CI	200	CI	TBD	TBD		
				G2050	Landscaping				L		L	100	L	TBD	TBD		

G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems				CI	100	CI	200	CI	TBD	TBD			
		G3020	Sanitary Sewer Systems				CI	100	CI	200	CI	TBD	TBD			
		G3030	Storm Sewer Systems				CI	100	CI	200	CI	TBD	TBD			
		G3040	Heating Distribution				CI	100	CI	200	CI	TBD	TBD			
		G3050	Cooling Distribution				CI	100	CI	200	CI	TBD	TBD			
		G3060	Fuel Distribution				CI	100	CI	200	CI	TBD	TBD			
		G3090	Other Civil/ Mechanical Utilities				CI	100	CI	200	CI	TBD	TBD			
G40	Site Electrical Utilities	G4010	Electrical Distribution				E	100	E	200	E	TBD	TBD			
		G4020	Site Lighting				E	100	E	200	E	TBD	TBD			
		G4030	Site Communications & Security				E	100	E	200	E	TBD	TBD			
		G4090	Other Electrical Utilities				E	100	E	200	E	TBD	TBD			
G50	Other Site Construction	G5010	Service Tunnels							200						
		G5090	Other Site Systems & Equipment				TBD	100	TBD	200	TBD	TBD	TBD			

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christen Snyder, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:03:03 on 05/05/2015 under Order No. 7437915997_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E202™ – 2008, Building Information Modeling Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Accountant/Project Administrator

(Title)

May 15, 2015

(Dated)

Exhibit C

Exhibit C: Architectural and Engineering Services Fee Allocation

Richland Hills Community Center
Scope of Services - Fee AllocationPrepared 5/7/2015
Revised 5/15/2015**Construction Budget**

Construction Cost \$ 12,554,472

Includes Owner budgets for the following:
On and Off Site Construction; Building Construction; FF&E
and Contingencies for Site, Estimating and Construction**Design Fee Allocation****Breakdown by Phase**

	Total	%*	Breakdown by Phase				
			SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record	\$ 550,024	4.38%	\$ 104,504	\$ 159,507	\$ 126,505	\$ 11,000	\$ 148,506
Civil (Includes Phase 2 SD)	\$ 60,000		\$ 9,000	\$ 18,000	\$ 24,000	\$ 1,200	\$ 7,800
Landscape Architecture (Includes Phase 2 SD)	\$ 62,500		\$ 9,375	\$ 18,750	\$ 25,000	\$ 1,250	\$ 8,125
Structural	\$ 86,250		\$ 12,938	\$ 25,875	\$ 32,775	\$ 1,725	\$ 12,938
Mechanical / Plumbing / Electrical	\$ 108,375		\$ 16,256	\$ 32,513	\$ 43,350	\$ 2,168	\$ 14,089
Audio Visual Design	\$ 22,000		\$ 3,300	\$ 6,600	\$ 8,800	\$ 440	\$ 2,860
Data/IT/Security	\$ 22,289		\$ 3,343	\$ 6,687	\$ 8,916	\$ 446	\$ 2,898
Cost Estimating	\$ 67,089		\$ 12,747	\$ 19,456	\$ 15,430	\$ 1,342	\$ 18,114
Interior Design	\$ 88,095		\$ 16,434	\$ 25,084	\$ 19,894	\$ 1,730	\$ 24,954
Acoustical	\$ 19,500		\$ 3,705	\$ 5,655	\$ 4,485	\$ 390	\$ 5,265
Food Service	\$ 6,430		\$ 965	\$ 1,929	\$ 2,572	\$ 129	\$ 836
Specifications	\$ 6,000		\$ 900	\$ 1,800	\$ 2,400	\$ 120	\$ 780
Fire & Life Safety	\$ 6,200		\$ 930	\$ 1,860	\$ 2,480	\$ 124	\$ 806
Daylight Analysis	\$ 5,400		\$ 3,780	\$ 1,620	\$ -	\$ -	\$ -
Assistance with CM/GC Selection	\$ 1,500		\$ 1,500	\$ -	\$ -	\$ -	\$ -
CM/GC On-Site Interview	\$ 3,000		\$ 3,000	\$ -	\$ -	\$ -	\$ -
Subtotals	\$ 566,409	4.51%	\$ 203,015	\$ 325,851	\$ 317,017	\$ 22,099	\$ 248,451
Total Fees	\$ 1,116,433	8.89%	* % of Owner Budget above				

Reimbursable Expense Budget**Expenses Breakdown by Phase**

	Total	19%	29%	25%	0%	27%
		SD cost	DD cost	CD cost	BN cost	CA cost
Total Budgeted Expenses	\$ 83,699	\$ 16,389	\$ 20,263	\$ 18,566	\$ -	\$ 28,480

Assumptions:

- Assumes a two-story structure. New Construction of approximately, 33,000 SF. Should the above SF amount change more than 10%, the Design and Engineering fees will be adjusted accordingly.
- Site is assumed to be free of development or environmental hazards and will not require demolition or clean up.
- Owner will provide geotechnical and survey information
- No traffic engineering study and no traffic signal design is anticipated.
- A conventional foundation with structural slab on void form floors are anticipated.
- Construction documents are anticipated to be released in a single package. Issuing multiple packages to accelerate the construction schedule is an additional service.
- Furniture selection, specification, and bidding included in "interior design" above
- Way finding and environmental graphics are included in "interior design" above
- All fees for permits and jurisdictional approvals, utilities and taxes have been excluded
- One (1) full size and five (5) half size hard copy sets of the 100% SD drawings, plus six (6) hard copy 100% SD specifications will be provided as a reimbursable expense.
- One (1) full size and five (5) half size hard copy sets of the 100% DD drawings, plus six (6) hard copy 100% DD specifications will be provided as a reimbursable expense. Hard copies of any intermediate DD milestone documents have been excluded.
- One (1) full size and five (5) half size hard copy sets of the 100% CD drawings, plus six (6) hard copy 100% CD specifications will be provided as a reimbursable expense. These numbers include four (4) sets for Code review submission. Hard copies of any intermediate CD milestone documents have been excluded.
- Four (4) full size hard copy sets of 100% CD drawings and specifications will be provided for bidding as a reimbursable expense.
- Record documents coordinated with Contractor redlined drawings are an additional service
- Kitchen design equipment is assumed to be a catering type kitchen in nature.
- Project limits are assumed to be Phase 1 only. Schematic plan development for Phase 2 Civil. Landscape are included.
- USGBC fees to register this project for LEED are not included in these fees.

Hourly Rates**Richland Hills**

Hourly Rates - Effective Jan 1, 2015

Prepared 05.07.2015
Revised .

Prime Architect Barker Rinker Seacat Architecture		Associate Architect NA		LEED Services Group 14	
Role	\$ / hour	Role	\$ / hour	Role	\$ / hour
Principal	200	Principal		Senior Engineer	152
Project Manager	150	Project Manager		Project Engineer	125
Project Designer	130	Project Designer		Project Manager	125
Architectural Intern	90	Architectural Intern		Energy Engineer	105
Project Administration	80	Project Administration		LEED Support	105
Clerical	80	Clerical		Technical Support	83
				Administrative Support	54

Civil Engineering Pacheco Koch		Landscape Design SRA		Acoustical Engineering BAi	
Role	\$ / hour	Role	\$ / hour	Role	\$ / hour
Principal	225	Principal	195	Principal Consultant	170
Project Manager, P.E.	140	Senior Associate	180	Senior Consultant	135
Project Eng./Designer	120	Associate	165	Consultant	120
Design Engineer	95	Sr. Designer	155	Sr. Designer	95
Technician	110	Designer	115	Designer	85
Survey Crew	95	Clerical	70		
Secretary/Clerical	80				

Structural Engineering AG&E		Mech / Plumbing / Electrical HEI		Interiors Gallun Snow	
Role	\$ / hour	Role	\$ / hour	Role	\$ / hour
Principal	190	Principal	190	Principal	215
Associates	140	Associate	165	Program Manager	175
Project Manager	130	Sr. Project Engineer	150	Project Manager I	140
Project Engineer	125	Project Engineer	125	Project Manager II	95
Professional Engineer	125	CAD Drafter	70	Chief Estimator	130
Structural Designer	110	Clerical	50	Senior Estimator	120
Engineering Intern	70			Project Estimator	90
Administrative	65			Technical Support	67
				Administrative Support	60
				Intern	40

Specifications

iBIM Solutions	
Role	\$ / hour
Gregory Markling	125
Administrative Support	45

Rates subject to 5% increase with each
January

Exhibit E - Reimbursable Expense Budget

Richland Hills Community Center

15-May-15

Expenses	Value
Travel	\$ 28,665
Consultant misc. reimbursable cost	\$ 35,343
Deliveries	\$ 250.00
Printing (5 sets each at SD, DD, CD + 4 sets of bid docs and coord. drawings)	\$ 6,700
Electronic Communications (24 mo. x \$200 for GoTo meeting, Video Conferencing, etc.)	\$ 4,800
Misc.	\$ 332
Sub-Total	\$ 76,090
10% mark-up	\$ 7,609
Total	\$ 83,699

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Barker Rinker Seacat Architecture, P.C. 3457 Ringsby Court, Unit 200 Denver CO 80216	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

«Richland Hills Community Center»

«The corner of Baker Boulevard and Matthews Drive, Richland Hills, TX»

«The Richland Hills Community Center will be located on an approximate 4 acre parcel at the corner of Baker Boulevard and Matthews Drive in Richland Hills, TX. It is a two-story building with the following programmatic components: City offices, lobby with Historic Society museum exhibits, welcome desk, locker rooms, family cabanas, restrooms, child watch, arts and crafts room, community room, caterer's kitchen, gymnasium, elevated walk/ jog track, weight and fitness center and aerobics dance studio.»