

Additions and Deletions Report for

AIA[®] Document B133[™] – 2019

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PAGE 1

AGREEMENT made as of the Sixteenth day of June in the year Two Thousand Twenty.

...

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

...

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

...

Saginaw Central Fire Station

...

Undetermined

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BRW understands the project scope is a fire station, fire administration, and Emergency Operations Center (EOC) as allowable within a \$11.25 million total construction budget.

BRW understands the Owner has currently adopted the 2018 International Building Code (IBC) and related building codes that will require a storm shelter for the permanent fire station and EOC, as well as minimal building commissioning.

BRW understands the Owner intends to employ a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

...

The building size and associated site development will be as allowable within the \$11.25 million construction budget. The site is located at the Northwest corner of McLeroy Boulevard and Amber Drive. The Owner has provided metes and bounds of two existing lots that will be re-platted as a single lot.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Refer to Article 1.1.1

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To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None.

...

Dolph Johnson
Assistant City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

...

Phone: 817-230-0325

...

Fire Chief Doug Spears
City of Saginaw
400 S. Saginaw Boulevard
Saginaw, TX 76179
dougspears@saginawfire.us
(817) 230-0412

§ 1.1.10 ~~The Owner shall retain the following consultants and contractors:~~
(List name, legal status, address, and other contact information.)

.1 — Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 — Land Surveyor:

.3 — Geotechnical Engineer:

.4 — Civil Engineer:

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

- .2 Land Surveyor:

Owner's vendor, anticipated to be Kimley Horn. The Owner intends to engage this vendor to provide any necessary services for boundary survey, ALTA survey(s), platting, utility easement exhibits, and zoning modifications. The Architect's Civil Engineer, Click Engineering, will provide the topographic survey.

- .3 Geotechnical Engineer:

Owner' vendor, anticipated to be CMJ Engineering.

- .4 Civil Engineer:

Retained by Architect.

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following design services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing / inspections (during construction), including any abatement of hazardous materials.
- 2018 International Energy Conservation Code, Section C408 required building commissioning. MEP Systems to be commissioned include:
 - o Lighting controls and daylighting controls.
 - o Plumbing service hot water systems.
 - o HVAC system components, if the IECC 2018 threshold for requiring commissioning is met.
- Site environmental surveys, assessments and remediation.
- Equipment selection, procurement and installation for AV, computer, telephone and UPS systems.
- Design-build vendor systems, including radio, station alerting, access control, video surveillance, and building distributed antenna system (BDAS) systems. (If additional design services are authorized, then Architect will provide additional design services as indicated in additional services Article 4.1.2.1. below).

- Selection, specification and procurement of furniture, office equipment, fitness equipment, fire station equipment, kitchen appliances, laundry equipment and shelving. (If additional services as listed below are authorized, then Architect will provide a furniture selection package as indicated in additional services Article 4.1.2.1. below)

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Gary DeVries, AIA
Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

...

Click Engineering
325 N. Saint Paul Street, Suite 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under ~~Supplemental Services:~~ Additional Services:

Civil Engineer
Click Engineering
325 North St. Paul St., Ste. 2850
Dallas, TX 75201
Contact: Jacob Click, PE, Principal

Landscape Architects
Valley Quest Design
212 Elm Street
Denton, TX 76201
Contact: Andrew Cousins, RLA, Principal

3rd Party Storm Shelter Design Review
WGI
8144 Walnut Hill Lane, Suite 903
Dallas, TX 75231
Contact: Mike Oler, PE, Structural Market Leader

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Scope of Basic Services

Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:

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- Architectural programming and design.
- EOC design and ICC-500 Storm Shelter design. The EOC is anticipated to consist of a training room with an area or separate room for always running computer stations, MDF, electrical closet, and restroom(s). The training room and associated storage room(s) may or may not be within the storm shelter structure.
- Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
- Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
- Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design, and ICC-500 storm shelter design. Cold-formed framing shall be a performance specification.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power, emergency generator, interior and exterior lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system, along with mechanical test and balance requirements shall be performance specifications.
- Anticipated design team submittals and Owner review meetings:
 - 50% Schematic Design
 - 100% Schematic Design
 - 50% Design Development
 - 100% Design Development
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents (no Owner review meeting or CMAA pricing update)
- Other basic services design phase meetings shall include the following, as required:
 - Tour of City of Saginaw's existing fire stations (1 afternoon or morning)
 - Tour of other selected BRW nearby fire stations (1 afternoon or morning)
 - Pre-Development meeting with Owner departments
 - Meeting with Owner Facilities and I.T. departments for coordination of standards
 - Systems coordination meeting with Fire Department and Owner vendors
 - One (1) Public forum or council presentation, prepared and led by BRW. (Additional presentations as may be required will be hourly or negotiated additional services)
 - BRW attendance of other City Council meetings to answer questions, as may be required for the Owner's standard approval processes is included.
- Compliance with applicable codes and ordinances, including a pre-development meeting with Owner departments related to site and building development.
- BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals, and BRW's consultants may release their drawings or Revit model upon their similar conditions. BRW will not prepare background drawings for the Contractor.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees paid by BRW shall be a reimbursable expense.
- The design team has included the below average number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.
 - Architect 2 times per month
 - Civil Engineer up to 5 times total
 - Landscape Architect up to 3 times total
 - Structural Engineer up to 6 times total
 - MEP Engineer up to 6 times total (counted per engineer-visit)
- Record digital drawings reflecting contract changes from accepted contingency expenditures or change orders. Excludes as-built record documents to incorporate the Contractor's field changes into the digital documents. Incorporating the Contractor's field changes into the contract documents is an Additional Service.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Five Million Dollars (\$ 5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ —) per One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and (\$ —) in Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, 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.

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§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to reasonably rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

...

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

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.6.2 The Architect's inspections Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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Supplemental ~~Additional~~ Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2 Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect – Section 1.1.12.2</u>
§ 4.1.1.10 Landscape design	<u>Architect – Section 1.1.12.2</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>CM At Risk</u>
§ 4.1.1.13 Cost estimating	<u>CM At Risk</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>CM At Risk</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22 Telecommunications/data design	<u>Architect – Sections 1.1.13 and 4.1.2.1</u>
§ 4.1.1.23 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24 Commissioning	<u>Owner (Or Architect Optional Service)</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Owner (or Architect Optional Services)</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2 Description of Additional and Optional Services

§ 4.1.2.1A A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Scope of Additional Services:

The Architect will provide the following Additional Services as required to complete the project.

- Civil engineering, including paving, grading, drainage, water and sanitary sewer plan, dimension control, and erosion control.

- Planning and Engineering Department civil, landscape and site plan submittals (included in Civil Engineering and Landscaping and Irrigation)

- Topographic Survey: Site boundary and topographic survey, including permanent improvements, existing trees over 6" caliper on and immediately adjacent to the site, spot elevations on a 50-foot grid, contours on one-foot intervals, top of pavement elevations for paving on and immediately adjacent to the site, location of visible site improvements, utilities and appurtenances, and locations and sizes of underground utilities based on available record information, and elevations of inverts at potential nearby sewer connections. Survey shall include portions of adjacent rights of way and locations of utilities on the opposite side of the street where necessary to obtain service, as well as topography 20' onto adjacent properties where the adjacent properties are accessible for topographic survey.

- On-Site Storm Water Detention Pond Design (if required): Design to incorporate best management practices into the grading and storm water drainage design in accordance with Owner-provided design criteria.

- Exclusion: Design of detention pond for the adjacent developer's site. Refer to Optional Services.

- Landscape and Irrigation Design that meets Owner's zoning landscape ordinance and Owner's design standards. Includes full irrigation design as well as incorporating any standard details that may be adopted and provided by the Owner onto the construction drawings.

- Structural (on carton forms) Slab Design, if required by the geotechnical survey.

- Storm Shelter 3rd party design review, including:

- Architectural, structural, mechanical, electrical and plumbing construction documents for compliance.
 - Interim review at 50% CD phase.
 - Final Review will be done at the 95% or 100% CD phase.
 - Written report will be produced to show items that are not incorporated into the documents at the end of each review.
 - Letter of compliance at the end of design.

- Technology Infrastructure and Structured Cabling Design

- Design of structured cabling for voice, data and cable TV systems that will extend throughout the facility, including the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room.

- Exclusions: This work does not include design and specification of AV equipment or telephone/computer equipment and networking electronics (i.e., racks, switches, routers, wireless access points, hubs, etc.).

- Low Voltage Infrastructure Design for Access Control, Video Surveillance, Station Alerting, BDAS, and Radio Systems is included in this item as follows:

- Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for a door access control system and a video surveillance system with cameras and monitoring equipment. Exclusion: This work does not include "security consulting," which normally includes review of criminal activity in the project vicinity and threat assessment studies, etc.

- Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for an alerting system that includes speakers and other system components, and a radio system with a base station and roof antenna. Also design of a rooftop weather-head and mast for mounting the antenna.

- MDF / IDF Design: If directed by Owner, this item will include MDF / IDF equipment racks and overhead cable tray racks design, for these items to be provided within the construction contract.

- Design for UPS system, to include equipment loads as identified by the Owner's technology system vendor.
- Audio / Visual systems Infrastructure design is included in this item as follows:
 - Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for audio / visual systems. Includes A/V recessed wall and floor box design built into other construction, in coordination with requirements provided by Owner's vendor, for inclusion in the construction contract.
 - Exclusion: Design for equipment racks and ventilation fans for audio-visual equipment.

Optional Design Services:

The following services may be included upon Owner's authorization:

- Detention Pond Design for Adjacent Site: Optional service in addition to On-Site Detention Pond Design above. This item is to provide detention pond design to include storm water detention both for the Fire Station site and for the adjacent assisted care facility site, in a single detention pond. The detention pond could be entirely on the fire station site if there is space for it, or include area on both sites.
 - Exclusions: Calculations for run-off and detention pond capacity requirements shall be provided for the adjacent site by the adjacent site developer's civil engineer. Additional survey work that may be required in order to complete this optional service is excluded at this time, since it is not known whether additional survey work will be required and since there are several unknown variables that could affect the scope and cost of survey work that might be required.
- Security Systems Design: Optional service to include the following:
 - Access control and camera systems design and specifications, to be provided either within the construction contract documents, or bid to separate vendors.
 - Exclusion: Design will be based on the existing to remain Fire Station No. 2 systems. Design for other Owner facilities to retrofit other facilities to work with the new Central Fire Station, and existing facilities assessment for any facilities other than the new Central Fire station, is excluded.
- Audio / Visual Systems Design: Optional service in addition to Audio / Visual Infrastructure design above, to include both the Audio / Visual infrastructure design, and the following:
 - Design and specify Audio / Visual monitors, projectors, equipment racks, and equipment, either within the construction contract or for bid to separate vendors.
 - Exclusions: Acoustical consulting services, and design for any speakers shared with station alerting, phone or other systems designed by Owner's separate vendors.
- IECC Minimum Commissioning: Optional service, if allowed by local Authorities Having Jurisdiction, for MEP Consulting Engineers to provide basic commissioning services to comply with the requirements of the 2018 International Energy Conservation Code. Exclusion: Third party energy code inspection.
- Furniture Selection Package: Based upon Owner selection of a preferred vendor line, BRW will work with the vendor to schedule a furniture list for the fire administration and EOC spaces, including selection of finishes. Includes one (1) tour date of vendor showroom(s), and two (2) design phase meetings on furnishings, one to select finishes and style of furnishings, and one to review complete furniture selections. BRW will incorporate 1 round of Owner final comments. Furnishings are to be purchased through a pre-negotiated price structure, and BRW and the vendor will provide a complete report of schedule of the furnishings and a budget cost.
 - This item excludes artwork, graphic design, equipment specifications, and any cost estimating other than that provided by the preferred vendor. Bidding, if applicable, will be handled by the Owner's bid procurement website or methods. Fire Station furnishings are also excluded since the Owner has indicated a preference for Owner or Fire Department staff to select the fire station furnishings.

Exclusions from Architect's Services:

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Off-site engineering.
- Platting.

- Planning and Zoning Submissions and process for re-zoning or SUP / PD.
- Boundary survey and monumentation.
- ALTA Surveys.
- Tree tagging.
- TxDOT coordination / permitting (not anticipated to be required for this site).
- Separate instrument exhibits for utility and other on-site easements.
- Retention Pond Design. Also excluded is any calculation and design for run-off and detention pond capacity requirements to serve the adjacent site.
- Storm Water Pollution Prevention Plan. (to be provided by Contractor)
- Storm Water Quality Management Plan / Design (including bio-swale and other filtration systems).
- Subsurface utility engineering (SUE).
- Traffic analysis and/or traffic signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high. (such walls are not anticipated to be needed).
- Leadership in Energy and Environmental Design (LEED) design, registration, and certification.
- Fueling and canopy systems design.
- Fire training facilities.
- Communication tower design.
- Data Center design.
- Acoustical consulting.
- Coordination with a public Art program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews.
- Food service / commercial kitchen consulting and design services.
- Fountain or water feature design.
- Graphic design.
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, virtual reality, animations, etc. beyond BRW's typical renderings produced in-house.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and public presentation specifically authorized as additional services.

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Supplemental Services Provided by Owner:

- CMAr Selection: The Owner will write the CMAr selection Request for Proposals (RFP) and conduct the CMAr selection process. (BRW will, at Owner's request, participate in the evaluation process as part of basic services in an advisory role which may include attending (1) CMAr proposal evaluation meeting and interviews of short listed proposers on (1) day.)
- Commissioning: Unless authorized as an additional service, Owner will provide commissioning as may be required by the 2018 International Energy Conservation Code.
- Furniture, furnishings, and equipment design: Except where authorized as an additional service, Owner will select and procure furnishings and equipment.
- Geotechnical, Plat, Survey, and adjacent property development coordination: Except where authorized as an additional service, all Services necessary for completion of the project shall be provided by Owner through separate vendors.

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- .1 ~~(—)~~Two(2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~(—)~~Two (2) times monthly visits to the site by the Architect 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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services ~~provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.~~

§ 4.2.5 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.

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The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. ~~Evaluations~~ 6.4.Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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~~**§ 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 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.

§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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§ 10.1 ~~This The Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including such amendments attached hereto, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the above, Architect understands that Owner is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Owner shall give Architect prompt written notice of such request, Architect shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Owner will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Architect to timely respond to the notice provided by Owner may result in the disclosure of the requested information pursuant to the Act.

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§ 10.10 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 10.11 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof or of the Contract Documents, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 10.12 The Architect may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Architect from engaging subcontractors to perform various phases of the Project, but Architect shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors.

§ 10.13 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 10.14 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 10.15 This Agreement and the Architect are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 10.18 Notwithstanding any other provisions herein, the parties acknowledge that the Architect, as the Owner's representative, works on behalf of the Owner and in the best interests of the Owner on the Project.

§ 10.19 By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents or the Architect's Instruments of Service. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to the design.

§ 10.20 Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as defined in article 1.1.13 and article 3.6 to observe the site to evaluate and determine whether the Contractor's work is on track with the Project schedule and calendar and to determine for the Owner's benefit, that the work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect and/or the Architect's consulting engineer(s) shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The number of site visits included in basic services shall be as defined in Article 1.1.13. Additional site visits may be provided as requested by Owner at hourly rates or as a negotiated additional service. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the work is not in conformity with the Contract Documents.

§ 10.21 Where the Work does not conform to the Contract Documents or the Architect's Instruments of Service, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

§ 10.22 The Architect, rather than the Owner, has the primary responsibility to interpret and evaluate matters relating to the performance of the Contractor in the construction process.

§ 10.23 Notwithstanding any other provisions herein, the Architect shall review the Contractor's applications for payment and shall certify, to the best of the Architect's knowledge, information, and belief, that the amounts claimed to be due are valid and correct. Such certification constitutes a representation by the Architect to the Owner, based on the Architect's observations at the site, that the Work has progressed to the point indicated by the Contractor and that the quality of the work is in substantial accordance with the Contract Documents.

§ 10.24 Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

§ 10.25 It is distinctly agreed that by virtue of this Agreement, that the Architect and the Architect's consultants shall not ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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Basic Services Lump Sum Fee

\$1,012,500.00

The above fees are based on an \$11.25 million construction contract (GMP) amount. Should the Owner's final approved GMP exceed the \$11.25 million amount, the Architect's basic services fee shall be increased by an amount commensurate with the additional scope and budget that was added to the design contract, not to exceed 9.0% of the difference between the original \$11.25 million budget and the approved GMP amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

§ 11.2 For the Architect's Supplemental-Additional and Optional Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)*

Additional Services Fees

• Civil Engineering	\$ 41,000.00
• Topographic Survey	\$ 4,200.00
• On-Site Storm Water Detention Pond Design	\$ 4,500.00
• Landscape and Irrigation Design	\$ 16,000.00
• Storm shelter 3 rd party design review	\$ 11,700.00
• Structural Slab Design	\$ 10,000.00
• Technology Infrastructure and Structured Cabling Design	\$ 9,500.00

Total Additional Services Fee

\$ 96,900.00

Optional Additional Services (if authorized by Owner):

• Detention Pond Design for Adjacent Site	\$ 6,500.00
• Security System Design	\$ 5,000.00
• Audio / Visual Systems Design (in lieu of Infrastructure only above)	\$ 4,500.00
• IECC Minimum Commissioning	\$ 9,500.00
• Furniture Selection Package	\$ 17,500.00

Total Optional Services Fee

\$ 43,000.00

Total of Additional and Optional Services Fees

\$139,900.00

Reimbursable Expenses Allowance (per Article 11.8)

\$ 25,000.00

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As negotiated lump sum fee, or hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), Ten percent (10%), or as follows:

...

Schematic Design Phase		percent—(		%)
Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Thirty-Five	percent (	35	%)
Bidding and Negotiation	Five	percent (	5	%)
Construction Administration	Twenty	percent (	20	%)
Construction Documents Phase		percent—(		%)
Construction Phase		percent—(		%)

Total Basic Compensation	one—One hundred	percent (	100	%)
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BRW Architects, Inc.

Project Principal	\$270.00 per hour
Sr. Project Director	\$240.00 per hour
Project Director	\$230.00 per hour
Sr. Project Manager	\$195.00 per hour
Sr. Project Designer / Planner	\$195.00 per hour
Project Manager	\$175.00 per hour
Interior Designer	\$175.00 per hour
Sr. Project Architect	\$160.00 per hour
Project Designer	\$155.00 per hour
Project Architect	\$145.00 per hour
Architect	\$130.00 per hour
Sr. Project Coordinator	\$120.00 per hour
Project Coordinator	\$110.00 per hour
Architect-in-Training II	\$100.00 per hour
Architect-in-Training I	\$ 85.00 per hour
Administration Staff	\$ 75.00 per hour

Click Engineering - Structural / Civil

Principal	\$220.00 per hour
Project Manager	\$180.00 per hour
Project Engineer	\$150.00 per hour
Staff Engineer	\$115.00 per hour
Draftsman	\$105.00 per hour
Junior Draftsman	\$ 90.00 per hour
Administrative Support	\$ 80.00 per hour

M.E.P. Consulting Engineers, Inc. - MEP

Principal	\$250.00 per hour
Project Manager	\$185.00 per hour
QA / QC Manager	\$175.00 per hour
Lead Engineer	\$160.00 per hour
Design Engineer	\$135.00 per hour
Technical Support	\$100.00 per hour

Valley Quest Design

Managing Principal	\$160.00 per hour
Principal	\$140.00 per hour
Landscape Designer	\$ 85.00 per hour
CAD Operator	\$ 80.00 per hour
Administrative	\$ 50.00 per hour

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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 percent—(—%) of zero percent (0%) of the expenses incurred.

...

Not Applicable.

...

§ 11.10.1.1 An initial payment of (~~\$~~) zero (\$0) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (~~\$~~) zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 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 (~~—~~) thirty(30) 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.

...

%—Prevailing rate%

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Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

...

.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
—(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

...

Not Applicable.

...

Not Applicable.

~~4~~—3 Other documents:

...

Agreed Amendments to AIA Document A201-2017 – General Conditions of the Contract for Construction.

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~~OWNER (Signature)~~ OWNER (Signature)

City of Saginaw

ARCHITECT (Signature)

Gary DeVries, AIA, Principal
Brown Reynolds Watford Architects, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary DeVries, AIA, Principal, 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 14:39:29 CT on 06/10/2020 under Order No. 0008538504 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report



(Signed)

Principal

(Title)

June 10, 2020

(Dated)