

ADDENDUM

Document 00910

ADDENDUM NO. 1

Date of Addendum: 8/13/2024

PROJECT NAME: Sylvan Rodriguez Community Center

PROJECT NO: F-000704-0004-3

PROPOSAL DATE: August 22, 2024 (There is no change in the Submittal Date)

FROM: City of Houston, General Services Department
900 Bagby, 2nd Floor, City Hall Annex
Houston, Texas 77002
Attn: Paris Woods, Project Manager

TO: Prospective Respondents

This Addendum forms a part of the Submittal Documents and will be incorporated into the Contract, as applicable. Insofar as the original RFQ are inconsistent, this Addendum governs.

RFQ Revisions

Replace RFQ in its entirety with attached RFQ – Addendum 1.

CLARIFICATIONS

Q: We're wondering if you could share with us the program/SD document and site size for the nature center.

A: No programming or schematic design has been developed for the Sylvan Rodriguez Community Center.

Q: Per the pre-sub presentation it is understood that consultants that participated in preliminary design are not permitted to propose on this RFQ. Can you provide a list of consultants that participated in preliminary design so we can be sure not to include them on our team?

A: No programming or schematic design has been developed for the Sylvan Rodriguez Community Center.

Q: Throughout the RFQ the project is shown as "Sylvan Rodriguez Park Community Center with a "Q". Can you confirm if it should be Rodriguez with a "G"?

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- A: Sylvan Rodriguez Park is with a “g”. All changes were made in the new revision of the RFQ.**
- Q: The RFQ specifically asks for qualifications from MEP, Structural and Civil consultants. Do you want us to include any additional consultants on Item 4.10 Proposed Design Team Consultants such as Landscape Design, etc.?
- A: Yes, you may add extra team consultants in addition to MEP, Structural, and Civil.**
- Q: Can you please confirm if the Prime firm counts towards the MWBE compliance goal?
- A: Yes, Prime does count towards the MWBE compliance goal.**
- Q: What is the landscape scope of this project?
- A: Landscaping scope is any landscaping required by code and landscaping associated with the building.**
- Q: We are trying to verify if the landscape scope should be for the entire park site or just the portion of the site immediately adjacent to the new building.
- A: Landscaping scope is any landscaping required by code and landscaping associated with the building.**
- Q: Are MEP, Structure, and Civil consultants the only consultants that need to be listed and will be evaluated with our SOQ, as noted in sections 4.10-4.13 of the RFQ?
- A: You may add extra team consultants in addition to MEP, Structural, and Civil.**
- Q: Regarding section 4.4 Proposed Key Personnel, can we include additional team members beyond the Project Architect, Project Manager, Project Designer, and Construction Administrator? ~ PGAL
- A: No, this section is only for Key Personnel which is the Project Architect, Project Manager, Project Designer, and the Construction Administrator.**
- Q: Can we add photos to the Resumes section?
- A: Yes, you may add photos**
- Q: Please confirm respondents to the first RFQ may submit again for this second RFQ.

ADDENDUM

- A: Yes, respondents to the first RFQ may submit again for this second RFQ.**
- Q:** If an addenda was issued, will a signature page be required and attached to our SOQ? Unlike the POP1 and form 00455, we did not see a place indicated to separately upload this document in the first RFQ. We want to make sure we are putting this signature page in the right place.
- A: On the CivCast platform, all addenda must be downloaded and acknowledged, or you will not be able to upload your documents. No additional signature page is required for addenda.**

END OF ADDENDUM NO.1

DS
W

DocuSigned by:
Richard Vella

(LJ)

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DATED: 8/14/2024

Richard Vella
Assistant Director
Real Estate, Design & Construction Division
General Services Department



**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

Sylvan Rodriguez Park Community Center
WBS No. WBS No. F-000704-0004-3

Qualifications Submittal Date
Thursday, August 22, 2024 at 10:30am

City of Houston
General Services Department
Real Estate, Design & Construction Division

MWBE Participation Goal: **23%**

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1 – RFQ PROCESS

1.1 PURPOSE

The City of Houston (City), General Services Department (GSD), on behalf of the Houston Parks and Recreation Department (HPARD), is requesting Statement of Qualifications (SOQ) for the selection of a Professional Architectural Services firm for this project.

The City anticipates retaining professional architectural services to provide the Scope of Services outlined in Document 2 of this Request For Qualifications (RFQ). Architectural firms and team members with significant experience in planning, designing, and construction administration of projects with similar characteristics will be given prime consideration for this project.

Those firms or joint ventures that participate in this RFQ process will be referred to as “Respondents”. “Respondent” and its sub consultants shall be referred to collectively as the “Design Team”. The successful firm or joint venture will be referred to, in the RFQ, as the “architect”.

1.2 SUBMITTAL INSTRUCTIONS

The City will utilize online bidding services via CivCast at <https://www.civcastusa.com/bids>. Electronic SOQ Submittals are due at 10:30 a.m., local time on Submittal Date. Follow submittal instructions on <https://www.civcastusa.com/>.

Hard Copies will not be accepted for this Submission. The names of the Respondents will be read aloud via Microsoft Teams dial up access on the Submittal Date at 11:00 am only. Microsoft Teams Number 1-936-755-1521 ID: 598 888 117#. All interested parties are invited to attend. Place and date may be changed in accordance with Sections 15-45(c) City of Houston Code of Ordinances (City Code). All Respondents shall comply with Article II, Chapter 15, City of Houston Code of Ordinances.

RFQ and addenda may only be obtained electronically on CivCast. For more information, go to the City’s website:

<https://www.publicworks.houstontx.gov/contracting-services>

The submittal is due at the date and time set out below. Late submittals will not be accepted.

Date: Thursday, 8/22/2024
Time: Accepted until 10:30 a.m.

1.3 PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at the date, time, and location set out below. Attendance at the meeting is recommended, but not mandatory.

Date: Tuesday, 8/6/2024
Time: 10:00 am
Location: Teams Meeting ID: 212 829 496 164 Passcode: HFzuwi
Dial-in by Phone: +1 936-755-1521 Conference ID: 726 092 78 #

1.4 QUESTIONS

Please email questions concerning this RFQ to:

Richard A. Vella
Assistant Director of Real Estate, Design & Construction
General Services Department
Email: Richard.Vella@houstontx.gov

c/o
Paris Woods
Project Manager
General Services Department
Email: paris.woods@houstontx.gov

All questions must be submitted no later than 12:00 p.m. on Friday, 8/9/2024.

1.5 ADDENDA

All modifications or clarifications of this RFQ will be issued in writing as an Addendum. Addenda will be posted on <https://www.civcastusa.com/>

Respondents may only rely on information set out in this RFQ, as modified by Addenda. By submitting an SOQ, Respondents will be deemed to have received all Addenda.

No Addendum will be issued later than Monday, 8/12/2024, except Addenda with minor clarifications, withdrawing the RFQ, or postponing the Submittal Date.

1.6 ESTIMATED RFQ TIMELINE

Pre-Submittal Meeting:	10:00 a.m., Tuesday, 8/6/2024
Questions Deadline:	12:00 p.m., Friday, 8/9/2024
Addenda Deadline:	Monday, 8/12/2024
Submittal Date:	10:30 a.m., Thursday, 8/22/2024
Short List Notification Date:	October 2024
Interviews:	October 2024
Anticipated Selection Date:	November 2024
Council Date:	January 2025
Contract Notice to Proceed:	February 2025

2 – SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project Name: Sylvan Rodriguez Park Community Center
Location: 1201 Clear Lake City Blvd, Houston, TX 77062
Estimated Construction Budget: \$6,750,000.00

The project scope is for a new Nature/Community Center to be located at 1201 Clear Lake City Blvd. The center size will be approximately 12,000 square feet and include meeting space and exhibit space, warming kitchen, staff offices, restrooms, storage, and necessary support spaces. Associated sitework, parking lot expansions, sidewalks, landscaping, and irrigation associated with the building, site detention, furniture, fixtures, exhibits, equipment, IT and security, and civic art coordination will also be part of the project.

2.2 PROPOSED PROJECT SCHEDULE

For planning purposes, the anticipated timeline for the Project is:

Design Services Procurement	07/2024 - 02/2025
Pre-Construction Services	03/2025 - 10/2025
Permitting	11/2025 - 01/2026
Construction Phase	02/2026 - 02/2027
Warranty Phase	03/2027 - 03/2028

2.3 CONSTRUCTION DELIVERY METHOD

The project will utilize the Construction Manager at Risk (CMAR) delivery method.

2.4 LEED CERTIFICATION

The project will seek Leadership in Energy & Environmental Design (LEED) Certification.

2.5 DESIGN SERVICES

The architect will provide all professional design services necessary and as further described in 2.6 below. Generally, services will include arranging, conducting, and recording of all Design Phase meetings, including Client requested and special meetings with the community. The architect will record, catalog, and disseminate meeting notes to all parties. Also, throughout the design process, the architect shall cooperate and coordinate in developing estimates and constructability reviews for each phase. The architect may also be required to coordinate with the Civic Art program. All work to be generated on approved CAD system software.

2.6 DESIGN PHASES

Pre-Design Phase

The architect will gather any existing records available. These documents will need to be verified by on-site inspection. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort for applicable type facilities. Research of innovative design concepts and systems for the specified facility type shall be introduced for Client consideration. This phase shall include but not be limited to:

- Survey and document the existing facility to aid in the baseline program and design criteria controls.
- Program development to consider all required user space areas, support and core areas, and other amenities for the facility. This shall also include 3D massing studies, interior conceptual images and floor plans.
- Provide at least three different locations/layouts for the new facility's development.
- Evaluate existing topographic and site conditions; identify critical and/or essential control components. This project is within the 500-year flood plain.
- Review and verify City of Houston design standard requirements and/or Client Department standards.

During this phase, the architect shall consider contractor recommendations for budget control.

Phase I Services

Schematic Design

In the Schematic Design phase, the architect will take the information gathered from the Pre-Design phase and facility surveys to create two to three design options for consideration. These options will be generally presented to visualize the different paths the project may pursue.

During this phase, the architect shall develop a probable cost estimate for each option to aid in selecting a design that meets both the functional and aesthetic preferences and budget requirements. The architect shall coordinate with the contractor on modeling concepts for budget control. Modifications may occur to the preferred design prior to approval. This will include outlining specifications that encompass ALL proposed assemblies; if more than one assembly is considered, both are provided. The selected option will be refined during the Design Development phase.

Design Development

During the design development phase, the project design is to be further refined. Plan arrangements, specific space accommodations, equipment, furnishings, building design, materials and colors, and complete definitions of all systems serving the project are to be developed. All design decisions are to be completed and approved during this phase prior to proceeding to the construction documents phase. This phase shall include but not be limited to:

- Value engineering – constructability review – budget control estimate

- Further refinement of the outlined specifications with final selections
- Fire Marshall review and preliminary approval
- Two exterior and three interior high-quality renderings

Phase II Services

Construction Documents

The construction document phase consists of preparing drawings and specifications establishing the requirements for the construction of the project. The construction documents describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents must be consistent with the project program, the construction budget, and the project schedule. This phase shall include but not be limited to:

- Finalize specifications
- Completely coordinate designed documents with ALL disciplines and components of the project
- 50% and 95% and 100% project reviews with coordinated estimates with contractor
- Constructability review in cooperation with the contractor
- Provide permitting services
- Actively assist with procurement process, including bidding activities

Phase III and Phase IV Services

Construction Administration and Post Construction

Once the contractor has received a Notice to Proceed and construction is under way, the architect shall provide Construction Administration services. The architect will administer the construction process to assure conformance with design intent, visit the site during construction, and address any field conditions as they arise. The architect will be on hand for all construction progress meetings and address any field conditions as they arise. The architect's services shall include but not be limited to:

- Document and control RFI process
- Minimum of bi-weekly project meetings
- Assist in warranty reviews and meetings and project closeout activities

3 – EVALUATION PROCESS AND CRITERIA

3.1 EVALUATION CRITERIA

Respondents will be ranked by an Evaluation Committee based on the following criteria and points:

1. SOQ completed in accordance with instructions. (5 Points Maximum)
2. Respondent's Experience (20 Points Maximum)
3. Proposed Key Personnel's Experience (25 Points Maximum)
4. Proposed Design Team Consultants (25 Points Maximum)
5. Project Approach (25 Points Maximum)

3.2 INTERVIEWS/PRESENTATIONS

A maximum of five Respondent's may be short-listed to participate in an interview/presentation. The Respondent's designated Key Personnel will be expected to participate in the interview/presentation. Respondents will be notified in writing of the date/time and location of their interview/presentation.

Each team will have five minutes prior to the scheduled interview time to set up for the presentation (SmartBoard available). Next, the team will have 45 minutes to make a presentation. Following each presentation, the Evaluation Committee will conduct a 30-minute question and answer session. Specific questions may also be asked about the submitted Statement of Qualifications package.

The presentation shall include the following:

1. Introduction
 - a. Highlight relevant Respondent's Experience
 - b. Highlight relevant Project Experience of Key Personnel and/or Design Team
 - c. Demonstrate successful team synergy and dynamics
 - d. Demonstrate team creativity
2. Project Approach - Provide graphical demonstration of the following:
 - a. Knowledge of existing site constraints and opportunities
 - b. Knowledge and understanding of local context
 - c. Knowledge of current industry trends
 - d. Knowledge of relevant innovative concepts
 - e. Highlight ideas related to this project – *innovative concepts that are illustrated in how they may be applied to this project will be valued*
 - f. solutions applicable to this project are encouraged
3. Other information as requested by the evaluation committee

4 – STATEMENT OF QUALIFICATIONS

SOQ's are to have clearly marked tabs that correspond to the sections of the SOQ. Total pages are limited by the SOQ form and additional pages set out in SOQ instructions. Other pages should not be included. The response boxes can be expanded to fit more information; however, the tables must remain the same size. Typically, font size shall be 8 pt. or larger.

4.1 RESPONDENT'S GENERAL INFORMATION

Is SOQ being submitted by a Joint Venture?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Respondent's legal name:			
Respondent's assumed names (if any):			
Respondent's local address:		Respondent's Headquarters Address (if different than local address):	
Contact Name for SOQ: Email address: Telephone number:		Federal Tax ID Number:	

4.2 JOINT VENTURE FIRM(S) INFORMATION. *If submitting as a joint venture, the following information is required for each additional joint venture firm. Insert additional tables, if necessary.*

Firm's legal name:			
Firm's assumed names (if any):			
Firm's local address:		Firm's Headquarters Address (if different than local address):	
Federal Tax ID Number:			

4.3 RESPONDENT'S EXPERIENCE. Respondents should select **three** representative projects of similar size and scope. Recent projects completed within ten years or less are preferable. The three projects are not limited to projects of similar occupancy type.

Firm Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.3 RESPONDENT'S EXPERIENCE (continued)

Firm Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Costs:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.3 RESPONDENT'S EXPERIENCE (continued)

Firm Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.4 PROPOSED KEY PERSONNEL. *List the Design Team personnel proposed for this project. Include the names of the Project Architect, Project Manager, Project Designer, and the Construction Administrator.*

SOQ Project Role	Personnel Name	Firm Name/Corporate Title	Active Licenses / Registrations / Certifications	Years of Experience
Project Architect				
Project Manager				
Project Designer				
Construction Administrator				

4.5 EXPERIENCE OF PROJECT ARCHITECT. Respondents should select **three** representative design projects of similar size and scope for the Project Architect. These projects do not have to match projects in Section 4.3- Respondent’s Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

Project Architect’s Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points..</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner’s Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.5 EXPERIENCE OF PROJECT ARCHITECT (continued)

Project Architect's Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.5 EXPERIENCE OF PROJECT ARCHITECT (continued)

Project Architect's Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.6 EXPERIENCE OF PROJECT MANAGER. Respondents should select **three** representative design projects of similar size and scope for the Project Manager. These projects do not have to match projects in Section 4.3- Respondent's Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

Project Manager's Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.6 EXPERIENCE OF PROJECT MANAGER (continued)

Project Manager's Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.6 EXPERIENCE OF PROJECT MANAGER (continued)

Project Manager's Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<p><i>Attach up to two pages of photographs behind this sheet.</i></p>			

4.7 EXPERIENCE OF PROJECT DESIGNER. Respondents should select **three** representative design projects of similar size and scope for the Project Designer. These projects do not have to match projects in Section 4.3- Respondent’s Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

Project Designer’s Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner’s Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
Attach up to two pages of photographs behind this sheet.			

4.7 EXPERIENCE OF PROJECT DESIGNER (continued)

Project Designer's Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
Attach up to two pages of photographs behind this sheet.			

4.7 EXPERIENCE OF PROJECT DESIGNER (continued)

Project Designer's Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<p><i>Attach up to two pages of photographs behind this sheet.</i></p>			

4.8 EXPERIENCE OF PROJECT CONSTRUCTION ADMINISTRATOR. Respondents should select **three** representative design projects of similar size and scope for the Project Construction Administrator. These projects do not have to match projects in Section 4.3- Respondent's Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

Project Construction Administrator's Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.8 EXPERIENCE OF PROJECT CONSTRUCTION ADMINISTRATOR (continued)

Project Construction Administrator's Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.8 EXPERIENCE OF PROJECT CONSTRUCTION ADMINISTRATOR (continued)

Project Construction Administrator's Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Project Role:			
Names of Proposed Key Personnel Listed in Section 4.4 that Worked on this Design Project (if any):			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.9 MWBE COMPLIANCE PLAN. *Indicate intent to meet goal as set out on the Cover page of this RFQ. If “No” is indicated below, SOQ will not be evaluated. Respondent must demonstrate in Section 3.1 how it intends to meet the goal.*

Project Pre-Construction and Construction Contract Administration MWBE Goal met as indicated above?	* Yes	* No
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4.10 PROPOSED DESIGN TEAM CONSULTANTS. *Provide information for the Design Team Consultants, to include MEP, Structural, and Civil. Add rows as necessary. Local firms are preferred. If MEP is more than one firm, provide 3 additional tables for each firm.*

Design Consultant Type	Firm’s Legal Name	Office Location (City)	Responsibilities and Scope of Work	Approximate % of work on this project	Indicate MBE or WBE (if applicable)

4.11 EXPERIENCE OF MEP CONSULTANT. Respondents should select **three** representative design projects of similar size and scope for the MEP Consultant. These projects do not have to match projects in Section 4.3- Respondent's Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

MEP Firm Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
Attach up to two pages of photographs behind this sheet.			

4.11 EXPERIENCE OF MEP CONSULTANT (continued)

MEP Firm Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.11 EXPERIENCE OF MEP CONSULTANT (continued)

MEP Firm Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.12 EXPERIENCE OF STRUCTURAL CONSULTANT. Respondents should select **three** representative design projects of similar size and scope for the STRUCTURAL Consultant. These projects do not have to match projects in Section 4.3- Respondent's Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

STRUCTURAL Firm Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.12 EXPERIENCE OF STRUCTURAL CONSULTANT (continued)

STRUCTURAL Firm Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.12 EXPERIENCE OF STRUCTURAL CONSULTANT (continued)

STRUCTURAL Firm Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.13 EXPERIENCE OF CIVIL CONSULTANT. Respondents should select **three** representative design projects of similar size and scope for the CIVIL Consultant. These projects do not have to match projects in Section 4.3- Respondent's Experience. Recent projects completed within ten years or less are preferable. Representative projects are not limited to occupancy type.

CIVIL Firm Name:			
I. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.13 EXPERIENCE OF CIVIL CONSULTANT (continued)

CIVIL Firm Name:			
II. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.13 EXPERIENCE OF CIVIL CONSULTANT (continued)

CIVIL Firm Name:			
III. Project Name:			
Project Location:			
Year Construction Completed (month/year): <i>NOTE: If the project is not substantially complete at the time of submission, the respondent will be awarded zero points.</i>		LEED Certification Level:	Renovation or New:
Construction Cost:		Building Area (Sq. Ft.):	
Name, Phone Number and Email of Owner's Representatives:			
Project Description:			
Services Provided:			
<i>Attach up to two pages of photographs behind this sheet.</i>			

4.14 PROJECT APPROACH. *Attach up to **two** pages describing the following:*

- a. Knowledge and understanding of local context and preservation goals
- b. Current industry trends
- c. Relevant innovative concepts
- d. Existing site constraints

4.15 REQUIRED FORMS. *All Respondents must include with the SOQ the following forms.*

- Ownership Information Form – 00455
<http://purchasing.houstontx.gov/forms.shtml>
- POP1 - Pay or Play Acknowledgement Form
<http://www.houstontx.gov/obo/popforms.html>

5– TERMS AND CONDITIONS

5.1 NO CONTACT PERIOD AND GRATUITIES

Neither Respondent nor any person acting on Respondent's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston or their families. All inquiries regarding the solicitation are to be directed to the designated City Representative identified in Section 1.4 of this RFQ. Upon issuance of the solicitation, through the pre-award phase and up to the award, aside from Respondent's formal response to the solicitation, communications publicly made during the official pre-submittal meeting, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston or their families through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

5.2 FALSE INFORMATION

Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.

5.3 STANDARD CITY CONTRACT

The successful Respondent will be required to execute a standard City of Houston Professional Architectural Services Agreement. A copy of this document is included in this RFQ packet.

5.4 CITY POLICIES & ORDINANCES

Respondents shall comply with the City of Houston Ordinances and policies and procedures relating to contracting with the City. The following is a partial list of applicable subject matters.

- Equal Employment Opportunity
<https://purchasing.houstontx.gov/forms/EEOC.doc>
- MWBE Goal of 23% Participation
<https://houston.mwdbe.com>
- City of Houston Fair Campaign Ordinance
https://purchasing.houstontx.gov/forms/Fair_Campaign_Ordinance.doc
- Mayor's Drug Detection and Deterrence Policy and Procedures
<http://www.houstontx.gov/execorders/1-31.pdf>
- Indebtedness to Taxing Authorities Ordinance
<http://purchasing.houstontx.gov/index.html>
- Pay or Play (POP) Program
<http://www.houstontx.gov/obo/payorplay>

5.5 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS.

Anti-Boycott of Israel. Respondent certifies that Respondent is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Respondent certifies that Respondent is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Respondent certifies that Respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Respondent certifies that, at the time of this Agreement neither Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Respondent, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

5.6 EXECUTIVE ORDER 1-56 ZERO-TOLERANCE FOR HUMAN TRAFFICKING IN THE CITY SERVICE CONTRACTS AND PURCHASING

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendor are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive order is available on the City's website: [Executive Orders \(houstontx.gov\)](http://houstontx.gov)

5.7 CONTRACT NEGOTIATIONS

This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offered by the City; The successful Respondent will be required to execute a standard City of Houston Agreement. A copy of this document is included in this RFQ packet.

5.8 COST OF RFQ

The City will not be responsible for costs incurred by anyone in the submittal of qualifications or proposal, or for any costs incurred prior to the execution of a formal contract.

5.9 CONFIDENTIAL INFORMATION

All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process, the contents of their RFQs are subject to the provisions of the Texas Public Information Act and may be made public. Confidential and/or Sensitive information should not be included in the submittal. The City has no obligation to return any materials provided, and they will become the property of the City's official files.

5.10 PROTEST

A protest shall be handled according to the City of Houston Policies / Procedures, Administrative Policies, Section 5 – Purchasing, 5-12 Protests – 03.04.2016;
<http://www.houstontx.gov/adminpolicies/5-12.pdf>

5.11 The City of Houston reserves the right to:

- Evaluate the qualifications submitted
- Waive any irregularities
- Request Respondents submit more detailed information
- Interview Respondents
- Accept any submittal or portion of a submittal
- Reject any or all Respondents submitting qualifications.

5.12 PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

5.13 PROSPECTIVE VENDOR RESPONSIBILITY

The City will award contracts only to a vendor that is Responsive and Responsible, as defined below:

Responsive: a vendor that responds to all material requirements of any solicitation.

Responsible: A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

6 – CONTRACT FORM TEMPLATE

INCLUDE CONTRACT H

**PROFESSIONAL ARCHITECTURAL SERVICES
AGREEMENT
FOR
<<PROJECT NAME>>
WBS NO.: <<WBS>>
Version: 6-6-23**

THIS Agreement For Professional Architectural Services (Agreement) is made on the date countersigned by the City Controller, by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a Texas Home Rule City of the State of Texas principally situated in Harris County, and **<<ARCHITECT>>** (the "Architect"), <<ENTITY>> state (type of legal entity) doing business in Texas.

1. PARTIES

1.1. ADDRESSES

1.1.1. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows

CITY:
Director of _____
or Designee
P O Box _____
Houston TX 77 _____

ARCHITECT
<<ARCHITECTNAME>>
<<ARCHITECT>>
<<ARCHITECTADDRESS>>
<<ARCHITECTCITYSTZIP>>

The Parties agree as follows:

1.2. **TABLE OF CONTENTS**

1.2.1. This Agreement consists of the following sections:

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1.3. **PARTS INCORPORATED**

1.3.1. The above described exhibits are incorporated into this Agreement.

1.4. **CONTROLLING PARTS**

1.4.1. If a conflict among the sections and exhibits arises, the exhibits control over the sections.

1.5. **SIGNATURES**

1.5.1. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

ARCHITECT'S NAME

<<ARCHITECT>>

By: _____
Name: <<ARCHITECT NAME>>
Title: <<ARCHITECTTITLE>>
Tax ID: <<TAXID>>

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, General Services
Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No. _____

2. DEFINITIONS

- 2.1 As used in this Agreement, the following terms shall have the meanings set out below:
- 2.1.1. "**Additional Services**" services completed by Architect in support of the Project that are not part of Basic Services, but are included in Article 3 of this Agreement and as further described in Exhibit A and the Notice(s) to Proceed.
 - 2.1.2. "**Architect**" is defined in the preamble of this Agreement and includes its successors and assigns.
 - 2.1.3. "**Basic Services**" Services completed by the Architect in support of the Project, included in Article 3 of this Agreement and as further described in Exhibit A, and the Notice(s) to Proceed.
 - 2.1.4. "**City**" is defined in the preamble of this Agreement and includes its successors and assigns.
 - 2.1.5. "**City Engineer**" is the engineer appointed by the General Services Department to fulfill the role.
 - 2.1.6. "**Construction Contractor**" means the construction contractor to whom the City has awarded all or part of a construction contract for this Project.
 - 2.1.7. "**Construction Cost**" is defined in Article 5.
 - 2.1.8. "**Contract Documents**" all of the graphic and written information prepared or assembled by the Architect for communicating the design and for administering the bidding and construction of the Project. And as further described Article 3 of this Agreement.
 - 2.1.9. "**Director**" means the Director of the General Services Department or his or her designee.
 - 2.1.10.
 - 2.1.11. "**Documents**" means reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, specifications, AutoCAD and PDF files of all drawings and plans, and other submittal documents obtained by or prepared by the Architect as instruments of its services under this Agreement.
 - 2.1.12. "**Effective Date**" is the date this Agreement comes into force and shall be the date the City Controller countersigns it.
 - 2.1.13. "**Maximum Total Construction Cost**" is the specific amount as defined in Section 3.1.2 that may not be exceeded by any estimate of Construction Cost for the Project by the Architect without the express written approval of the Director.
 - 2.1.14. "**MWBE**" is defined as Minority and/or Woman Business Enterprise as more clearly defined in Chapter 15, Article V of the City of Houston Code of Ordinances.
 - 2.1.15. "**Notice to Proceed**" means a written communication from the Director to the Architect instructing Architect to begin performance.

- 2.1.16. **"OBO Director"** means the Director of the Mayor's Office of Business Opportunity or of a successor department or such other person as may be designated from time to time by the Mayor.
- 2.1.17. **"Program"** means all those quantitative and/or qualitative requirements for the Project that must be met or satisfied by the design for the Project.
- 2.1.18. **"Project"** as identified in the title of this Agreement.
- 2.1.19. **"Project Schedule"** the schedule of project activities and events, showing initiation point, duration, and ending points using the form attached as Exhibit B. The schedule will indicate time to be allowed for reviews by the City staff. The Project Schedule shall be drafted by Architect in consultation with the Director, approved by the Director, and updated monthly at the time of invoice submittal.
- 2.1.20. **"Reimbursable Expense"** is defined in Article 7.
- 2.1.21. **"Subcontract Cost"** means the ordinary and reasonable cost of subcontracts made by the Architect and approved by the Director for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Agreement.
- 2.1.22. **"Substantial Completion"** is that point in the construction of a project or designated portion thereof where the City Engineer certifies that construction is sufficiently complete, in accordance with the Contract Documents, that the City may occupy the project, or a designated portion thereof, for the use for which it was intended.

3. ARCHITECT'S SERVICES AND RESPONSIBILITIES

3.1. GENERAL

- 3.1.1. The Architect agrees to provide prompt and efficient professional services as herein defined for the fees hereinafter specified and in accordance with the Project Schedule. The Project Schedule shall be drafted by the Architect, in consultation with the City staff, approved by the Director and updated monthly at the time of invoice submittal. The Architect shall coordinate his performance of the services hereunder with the Director and such other persons as the Director may specify. The Architect shall make periodic verbal or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances encountered by the Architect relating to the services to be performed under this Agreement and shall attend meetings which the Director determines to be necessary. The Architect shall, upon written request, provide the Director with a copy of Documents prepared by the Architect or made available to it as a result of its performance under this Agreement.
- 3.1.2. The Architect shall proceed with performance of its services hereunder with full knowledge and understanding that the Maximum Total Construction Cost for this Project shall not exceed the sum of \$ _____ without the express written approval of the Director. The Architect shall plan and design this Project in such a manner that the Architect's best professional estimate of probable Construction Cost does not exceed the Maximum Total Construction Cost. If at any time during this Project, the Architect's estimate of Construction Cost, for all work designed and specified, exceeds this amount, the Architect shall immediately notify the Director. The Director may by written notice either increase the Maximum Total Construction Cost, or obtain an agreed upon

reduction in the Project scope. For any Maximum Total Construction Cost or budget revision, without an increase in the scope of the Project as defined in Exhibit A, there shall be no increase in the Architect's fee. In the event the parties cannot agree on a revised Maximum Total Construction Cost this Agreement may be terminated according to Article 11 of this Agreement. For the purpose of this Section, no person other than the Director is authorized to provide such written agreement to exceed the Maximum Total Construction Cost specified herein.

- 3.1.3. The Architect shall designate a project manager who will be the Architect's liaison for this Project.
- 3.1.4. The Architect's Basic Services consist of those services performed by the Architect, Architect's employees and Architect's subcontractors as enumerated in the four phases described in Sections 3.2 through 3.5 and include normal civil, structural, mechanical and electrical engineering services; and landscape architectural services to meet the minimum requirements of the City Code of Ordinances. The Architect agrees to perform the services set forth below for each Phase as authorized by the Director. In addition, the Architect agrees to perform the scope of services as are set forth in Exhibit "A."
- 3.1.5. If an actual or potential conflict arises between the interests of the City and the interests of the Architect or other clients represented by Architect, Architect shall immediately notify the Director by telephone. If the Director in his sole discretion consents to Architect's continued representation of such other clients, he shall so notify the Architect in writing. If the Director does not issue written consent within three business days of receipt of Architect's notice, Architect shall immediately terminate its representation of the other client whose interests are or may conflict with those of the City.
- 3.1.6. Architect shall notify the Director promptly of any factor, occurrence or event coming to its attention that Architect believes is likely to adversely affect its ability to meet any of its obligations hereunder or to materially delay delivery of any Document or service provided for herein and in the Project Schedule, in such event, the Architect shall promptly consult with the Director regarding a plan of action to prevent, eliminate or remedy such default or delay. Any request by Architect to modify the Project Schedule shall be made in accordance with this Section.
- 3.1.7. **ARCHITECT SHALL MAKE TIMELY PAYMENTS TO ALL SUBCONTRACTORS, PERSONS AND ENTITIES SUPPLYING LABOR, MATERIALS OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. ARCHITECT AGREES TO PROTECT, DEFEND, AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF ARCHITECT'S FAILURE TO MAKE SUCH PAYMENTS.**
- 3.1.8. Architect shall be responsible for services performed by subcontractors to the same extent as if the services were performed by Architect. Architect shall replace any subcontractor when requested by the Director to do so, who shall state the reasons for such request. Architect shall provide the Director with a copy of any of its subcontractor's subcontracts at Director's request.
- 3.1.9. Architect shall comply with all applicable state, federal and local laws and regulations and the City Charter and Code of Ordinances.
- 3.1.10. Architect's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the service and products Architect provides under this Agreement.

3.2. **PHASE I: DESIGN**

3.2.1. **General.** Phase I Design shall be divided into two stages designated as Schematic Design and Design Development. For each stage, the Architect shall furnish to the Director three copies of all drawings, specifications, reports and other required documents.

3.2.1.1. The Architect shall proceed with Phase I upon receipt of written authorization by the Director. The Architect shall submit to the Director, within 10 days of the Notice to Proceed with Phase I, a revised Project Schedule, updated to reflect firm dates for activities and reviews set forth therein.

3.2.1.2. The Architect has reviewed the site and the scope of services as set forth in Exhibit A attached hereto, determined its feasibility within established budgetary constraints, and arrived at an understanding of such requirements with the Director. The Architect acknowledges that the Maximum Total Construction Cost is reasonable for this Project.

3.2.1.3. Based on the Program and Project budget requirements, the Architect shall prepare, for approval by the Director, the Phase I - Schematic Design.

3.2.1.4. The Architect shall commission and direct registered professional engineers to assume responsibility for the civil, structural, mechanical, and electrical engineering aspects of the Project throughout its design and construction.

3.2.1.5. The Architect shall, on behalf of the City, file all applications for utilities commitments and furnish any additional information necessary to obtain utility commitments.

3.2.2. **Schematic Design.** The Architect shall furnish to the Director three copies of documents that fully illustrate the scope, scale, and relationship of all Project components representing the Architect's design solution to the criteria set forth in the Program. This submittal shall include but not be restricted to the following where applicable:

3.2.2.1. General listing of the types, quantities and sizes of spaces included in the design. Prepare a comparison of these spaces with those listed in the Program, if there is a variance.

3.2.2.2. Scaled drawings of the site plan, floor plan(s), exterior elevations and transverse and longitudinal sections through the building.

3.2.2.3. Preliminary estimate of the probable Construction Cost of the Project, based on proposed systems and quantities.

3.2.2.4. General statement or schedule of proposed interior finishes.

3.2.2.5. General statement of proposed structural system or systems in sufficient detail to demonstrate that spatial requirements have been accommodated and to provide a valid basis for the preliminary estimate of Construction Cost.

3.2.2.6. General statement of proposed mechanical, electrical and plumbing systems, in sufficient detail to demonstrate that spatial requirements have been accommodated and to provide a valid basis for the preliminary estimate of Construction Cost.

3.2.3. **Design Development.** The Architect shall attend review conferences with the Director and such others as the Director may designate to assure consensus with respect to the Architect's development of the Schematic Design of the Project. Completion of Design Development shall indicate that the Architect has substantially solved the details of the design solution and is prepared to start Contract Documents. The Architect shall furnish to the Director three copies of drawings, outline specifications, a preliminary estimate of Construction Cost, based on approval by the Director of the Architect's Phase I Schematic Design. This submittal shall include but not be restricted to the following where applicable:

3.2.3.1. Scaled drawings of the site plan, floor plans(s), exterior elevations and such sections and/or details necessary to demonstrate the Schematic Design. The floor plan(s) shall show all furniture, fixtures, equipment, door swings and main dimensions.

3.2.3.2. Plan layout of the proposed structural system showing preliminary main member sizes.

3.2.3.3. Plan layouts, each on a separate sheet, of the proposed mechanical, electrical and plumbing systems in sufficient detail to show equipment, fixtures, lighting, devices and distribution/gathering systems.

3.2.3.4. Outline specifications of principal materials, systems and equipment proposed for inclusion into the project. Provide a schedule of proposed interior finishes.

3.2.3.5. Updated estimate of the probable Construction Cost of the Project in sufficient detail to demonstrate its inclusiveness and the proposed level of quality throughout all aspects of the Project.

3.2.4. **Revisions.** The Architect shall make modifications to the Phase I Design Documents as may be required to obtain approval of the Director and submit to the Director three additional sets of revised Phase I Design Documents.

3.3. **PHASE II: DESIGN**

3.3.1. The Architect shall proceed with the Phase II Contract Documents upon the Director's written approval of the Phase I Design and upon Director's written authorization to proceed.

3.3.2. Based upon approved Phase I Design Documents and any adjustments authorized by the Director in the Program or Project budget, the Architect shall prepare, for approval by the Director, Contract Documents suitable for solicitation of competitive construction bids, for incorporation into a contract for construction of the Project, and shall make clarifications and revisions necessary to obtain the building permit. Contract Documents are those Documents prepared for the purpose of obtaining bids and guiding the construction of the Project. Contract Documents shall generally include but not be restricted to the following.

- 3.3.2.1. Drawings of plans, elevations, sections and details defining the dimensions and spatial relationships of all elements of the Project.
- 3.3.2.2. A written Project manual, which includes bidding requirements, sample forms, conditions of the construction contract and specifications. The City will provide the Architect bidding requirements, sample forms and conditions of the construction contract for Architect's inclusion in the Project manual. Specifications shall define the general requirements for the Project, written descriptions of the technical nature of materials, equipment, construction systems, standards and workmanship. The Architect shall not include in either the general requirements or in other technical specification sections requirements that conflict with the bidding requirements, sample forms and conditions of the construction contract provided by the City. Dollar allowances shall not be used in the Project manual.
- 3.3.2.3. To the extent practicable for each item that requires a specific designation, the Architect shall specify the products of at least three manufacturers of each material and manufactured item acceptable for use in the Project.
- 3.3.2.4. The specifications shall also provide means by which the successful bidder can submit for approval products other than those specified which it considers equivalent to those specified in quality, including durability, serviceability, design, appearance, function, finish, performance, size and weight. The Architect shall advise the Director as to whether or not products other than those listed in the specifications are equivalent.
- 3.3.3. The Architect shall attend review conferences with the Director and such others as the Director may designate to obtain the Director's approval of the development of the Contract Documents.
- 3.3.4. The Architect shall advise the Director of any adjustments to previous estimates of Construction Cost indicated by changes in the requirements or general market conditions.
- 3.3.5. The Architect shall, on behalf of the City, file all applications and Documents necessary to obtain approval of governmental authorities having jurisdiction over the Project and furnish any additional information necessary to obtain approvals. This shall include, but not be limited to, submittal of drawings to the Texas Department of Licensing and Regulations, Architectural Barriers Section for review, and Building Permit application. The Architect shall provide the City with copies of Proof of Submission and Proof of Inspection filings.
- 3.3.6. The Architect shall submit for the Director's approval a final estimate of the Construction Cost of the Project, based upon fully developed Contract Documents.
- 3.3.7. The Architect shall furnish to the Director six copies of fifty percent complete documents and six copies of fully developed, permittable Contract Documents for review by the Director. The Architect shall incorporate all review comments, if any, and furnish to the Director six additional sets of Contract Documents.
- 3.3.8. The Architect and Architect's subcontractors shall attend the Pre-Bid Conference and respond to bidders' questions. If required by the Director, the Architect shall issue

Addenda to the Contract Documents during the bid period as necessary to respond to bidders' questions and to make clarifications. The Architect shall evaluate bids and bidders only when the Director requests such evaluations in writing.

3.4. PHASE III: CONSTRUCTION SERVICES

- 3.4.1. The Architect shall proceed with the Phase III Construction Services upon receipt of the notice to proceed to the Construction Contractor to commence construction.
- 3.4.2. Unless otherwise provided in this Agreement, the Architect shall provide limited administration of the construction contract as set forth below.
- 3.4.3. The Architect shall be a consultant of the City during Phase III Construction Services and shall advise and consult with the City. Instructions to the Construction Contractor by the City shall also be sent to the Architect. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement.
- 3.4.4. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed in writing by the City and the Architect, to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents. The Architect shall furnish to the Director written reports of its on-site observations regarding the progress and quality of the work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Based on such on-site observations, the Architect shall keep the Director informed of the progress and quality of the work, and shall notify the Director immediately in writing, of any defects and deficiencies in the Construction Contractor's work and work that is not performed in accordance with Contract Documents.
- 3.4.5. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, which are solely the Construction Contractor's responsibility under the construction contract. Except as otherwise provided herein, the Architect shall not be responsible for the Construction Contractors schedules or failure to carry out the work in accordance with the Contract Documents. Except as otherwise provided herein, the Architect shall not have control over or charge of acts or omissions of the Construction Contractor, the Construction Contractor's subcontractors, or the Construction Contractor's agents or employees, or of any other persons performing any portion of the work.
- 3.4.6. The Architect shall at all times have access to the work wherever it is in preparation or progress.
- 3.4.7. The Architect shall attend conferences at the Project site with the Director and such others as the Director may designate, to assist the City in the administration of the construction contract.
- 3.4.8. When requested by the Director, the Architect shall assist the Director in determining the amounts owed to the Construction Contractor based on Architect's on-site observations and on evaluations of the Construction Contractor's applications for payment and shall recommend to the Director issuance of certificates for payment to the Construction Contractor in such amounts, as provided in the Contract Documents.

- 3.4.9. The Architect's approval of the Construction Contractor's application for payment shall constitute the Architect's representation to the City that based upon the Architect's on-site observations as provided in Section 3.4.5 and upon the data comprising the Construction Contractor's application for payment, that the work has progressed to the point indicated; and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect. The Architect's approval of the Construction Contractor's application for payment shall further constitute a representation that the Construction Contractor is entitled to payment in the amount certified. However, the Architect's approval of the Construction Contractor's application 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 copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Architect's right to payment or (3) ascertained how or for what purpose the Architect has used money previously paid pursuant to the Agreement.
- 3.4.10. The Architect shall interpret the requirements of the Contract Documents. The Architect shall render interpretations necessary for the proper execution or progress of the work to the Director with reasonable promptness upon written request of either the Director or the Construction Contractor; and, if requested by the Director, shall render written advice to the Director within a reasonable time, on all claims, disputes and other matters in question between the City and the Construction Contractor relating to the execution or progress of the work or interpretation of the Contract Documents.
- 3.4.11. Interpretations and advice of the Architect shall be consistent with the intent of the Contract Documents, be reasonably inferable from the Contract Documents, and shall be in written or graphic form. When making such interpretations and giving such advice, the Architect shall not show partiality to either City or the Construction Contractor and shall not be liable for the result of any interpretation or advice so rendered in good faith.
- 3.4.12. The Architect shall recommend to the Director to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall recommend to the Director, to require special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work be then 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 Construction Contractor, Construction Contractor's subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.
- 3.4.13. The Architect shall review and recommend approval to the Director or take other appropriate action upon Construction Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the construction of the Project by the City or by separate Construction Contractors,

while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Construction Contractor, all of which remain the responsibility of the Construction Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- 3.4.14. The Architect shall submit to the Director a schedule of colors and finishes for the Project which the Architect has selected from approved submittals. Wherever practicable, Architect shall supplement schedule of colors and finishes with color chips, swatches and samples. Provided the Construction Contractor has submitted in a timely manner acceptable samples of products he proposes to use, the Architect shall submit a schedule of colors and finishes with sufficient lead time to permit a thirty day review/approval period without risk of delay and the timely incorporation of the finishes, materials and similar items with other aspects of the Project. During the review period, the Architect shall confer with the Director and such others as the Director may designate and make adjustment to the schedule of colors and finishes as necessary to obtain approval by the Director.
- 3.4.15. The Architect shall review Construction Contractor's requests and make recommendations to the Director. When requested by the Director, the Architect shall prepare for the Director's approval and execution a change order or work change directive in accordance with the Contract Documents, and shall have authority, with the concurrence of the Director, to order minor changes in the work which do not involve an adjustment in the construction contract amount or an extension of the construction contract time for completion and which are not inconsistent with the intent of the Contract Documents. For the purpose of this section, "construction contract amount" shall be that amount and "construction contract time" for completion shall be that period as they appear in the Contract Documents initially or as they shall have been lawfully and legitimately amended under the terms of that contract at the time of such Construction Contractor's request.
- 3.4.16. The Architect shall conduct inspections to determine and recommend to the Director the dates of Substantial Completion and the date of final completion, and shall receive and forward to the Director for the Director's review, written warranties, guarantees, releases, operating instructions and maintenance manuals, keys, equipment data and related documents required by the Contract Documents and assembled by the Construction Contractor, and shall approve the Construction Contractor's application for final payment upon compliance with the requirements of the Contract Documents.
- 3.4.17. The extent of the duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified or extended without written notice by the City to the Architect and Construction Contractor.

3.4.18. Before final payment of Phase III Construction Services compensation, the Architect shall furnish to the Director, a complete set of AutoCAD V2013 and PDF files of drawings and specifications on a flash drive. The digital files shall reflect significant changes in the work including changes in scope made during construction, based on marked-up Project record drawings maintained by the Construction Contractor at the Project site, and drawings and other data furnished by the Construction Contractor to the Architect. The Architect shall be able to rely on the accuracy of such changes and other information supplied by the Construction Contractor and will not be required to perform studies to determine the completeness of such recorded changes, if any, supplied by the Construction Contractor.

3.5. **PHASE IV: POST-CONSTRUCTION SERVICES**

3.5.1. The Architect shall examine the Project in the company of the Construction Contractor, and the Director or such others as the Director may designate, no less than thirty days and no more than forty-five days prior to the expiration of the one year correction period, established in the Contract Documents. On or before the seventh day after such field observations, the Architect shall furnish the Director a written report identifying items which require repair or replacement under the one-year correction period provisions of the Contract Documents.

3.6. **ADDITIONAL SERVICES**

3.6.1. The following Additional Services shall be performed by the Architect, if authorized by the Director, in addition to Architect's Basic Services and shall be paid for by the City as provided for in Section 8.10 of this Agreement. Additional Services shall only be provided when necessary and related to the purposes of this Agreement, when authorized in writing by the Director, and when sufficient funding has been allocated for such services.

3.6.1.1. Providing analyses of the City's needs and programming the requirements of the Project beyond the scope of services provided in Section 3.2.2.

3.6.1.2. Providing financial, feasibility or other special studies.

3.6.1.3. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.6.1.4. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Phase III Construction Services.

3.6.1.5. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the City.

3.6.1.6. Preparing Documents for multiple bid packages or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Phase II Contract Documents, when requested by the Director.

- 3.6.1.7. Providing detailed estimates of Construction Cost beyond the scope of estimate of Construction Cost based on current area, volume, or similar unit costs as required in Sections 3.2.3.5, 3.3.4 and 3.3.6; and providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- 3.6.1.8. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.6.1.9. Providing services for planning leased tenant or rental spaces.
- 3.6.1.10. Making revisions in drawings, specifications or other Documents when such revisions are inconsistent with written approvals or instructions previously given, or during Phase II, making revisions to the Contract Documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such Documents or due to other causes not within the control of the Architect.
- 3.6.1.11. Preparing drawings, specifications and supporting data and providing other services in connection with a change to approved Phase II Contract Documents to the extent that such services are in excess of the Basic or other Additional Services required of the Architect pursuant to this Agreement and provided such changes are not necessitated by an act or omission of the Architect. In the event a change order is caused by an act or omission of the Architect, the Architect will be required to prepare such drawings and specifications and supporting data at no expense to the City.
- 3.6.1.12. Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities and services required in connection with construction performed by the City.
- 3.6.1.13. Providing consultation concerning replacement of any work damaged during construction by fire or any other cause not under the Architect's control and furnishing services as may be required in connection with the replacement of such work.
- 3.6.1.14. Providing services made necessary by the default of the Construction Contractor, or by major defects or deficiencies in the work of the Construction Contractor, or by failure of performance of either the City or Construction Contractor under the contract for construction.
- 3.6.1.15. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.6.1.16. Providing landscape architecture services materially beyond the minimum requirements of the Code of Ordinances.
- 3.6.1.17. Providing additional construction phase services in the event that 1) the number of calendar days stipulated in the Contract Documents for Substantial Completion is exceeded beyond the time period set out in Section

8.2.2 due to no fault of the Architect or 2) the number of calendar days allowed for Substantial Completion under the Contract Documents is increased by change order beyond the time period set out in Section 8.2.2 due to no fault of the Architect.

- 3.6.1.18. Providing inspection of the Project in the company of the Construction Contractor, and the Director, or such others as the Director may designate, no less than thirty days and no more than forty-five days prior to expiration of any special Project warranty, but after expiration of the one year correction period, as defined in the general conditions of the construction contract, established in the Contract Documents. On or before the seventh day after such inspection, the Architect shall furnish the Director a written report enumerating items which require repair or replacement under the special Project warranty provisions of the Contract Documents.
- 3.6.1.19. Providing land survey services to supplement any legal description and site information provided by the City and to include, but not be limited to, as applicable to the Project, grades of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions and contours of the site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and information concerning available services and utility lines both public and private, above and below grade, including inverts and depths in accordance with Project requirements. The Architect shall commission a survey to be prepared by a registered land surveyor acceptable to the Director. The survey shall be signed and sealed by the registered land surveyor.
- 3.6.1.20. Providing geotechnical investigation and engineering services required for the design of the Project. Such services may include, as applicable to the Project, test borings, test pits, soil bearing values, percolation tests, and similar investigations and engineering services with reports and appropriate recommendations in accordance with the Project requirements. The Architect shall commission a geotechnical investigation to be completed by a registered geotechnical subcontractor acceptable to the Director. The geotechnical report and appropriate recommendations shall be signed and sealed by the registered geotechnical engineer.
- 3.6.1.21. Providing Cultural Resource Reconnaissance or Surveying services as defined in the General Rules of Practice and Procedures, Chapter 41 of the Texas Antiquities Committee, to supplement the site information provided by the City and to identify potential historic or prehistoric sites in Project areas to be affected by improvements planned as part of the Project. The reconnaissance shall be conducted in accordance with procedures promulgated by the Texas Antiquities Committee in conformance with the Antiquities Code of Texas and signed by a professional archaeologist acceptable to the Texas Antiquities Committee and the Director. For the purposes of this Agreement, the Director or his delegate is authorized to approve the archaeologist's permit applications for such Cultural Resource Reconnaissance or Surveys on behalf of the City.
- 3.6.1.22. Providing data processing and photographic production techniques when used in connection with another Additional Service.

3.6.1.23. Providing other professional services beyond the scope of Basic Services of this Agreement which are necessary and related to the purposes of this Agreement.

3.6.2. Whenever the Architect, in the course of performing Basic Services, is required to present recommendations to the Director with respect to the advisability of, or the need for, any Additional Service, such recommendation shall include a recommended scope for the Additional Services and the recommended fee and expenses. If the Architect recommends subcontract services, the recommendation shall also include the names of the subcontractor(s) recommended by the Architect. A maximum fee for each such subcontractor's service shall be proposed by the Architect at the time Additional Services requiring such expenses are requested by the Director and shall be negotiated and agreed upon by the Architect and the Director prior to the expense being incurred. The compensation for each such subcontractor's service expense shall never exceed this agreed upon maximum amount.

3.7. **TIME**

3.7.1. The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care, and the orderly progress of the work. Upon definition of the scope of the Project as provided in Section 3.2.2 and Exhibits "A" and "B" attached, the Architect shall submit for Director's approval a calendar schedule of Architect's services not exceeding the time limits provided in this Section 3.7, and which shall include allowances for periods of time required for City's review and for approval of submissions by authorities having jurisdiction over the Project, all as indicated on Exhibit B, Project Schedule, attached. Time limits established by this schedule approved by Director shall not, except for reasonable cause, be exceeded by Architect or by the City.

3.7.2. The Architect agrees to perform the services and furnish to the Director items called for in Section 3.2 (Phase I Design) of this Agreement within _____ calendar days from the issuance of a Notice to Proceed by the Director which includes a period of 21 calendar days for the City's reviews and approvals, providing there are no delays caused by the City or other agencies with whom the Project must be coordinated and over whom the Architect has no control.

3.7.3. Upon approval by the Director of Phase I Design drawings, outline specifications, and a preliminary estimate of Construction Cost, and upon written authorization by the Director, including notice of allocation of adequate funds, the Architect agrees to perform services and furnish to the Director items called for in Section 3.3 (Phase II Contract Documents) of this Agreement within _____ calendar days after receipt of such written authorization by the Director through receipt of Building Permit approval, which includes a period of _____ calendar days for Director's review and approval and _____ calendar days for Code Enforcement review and approval of the Building Permit; providing however, that if there are delays caused by the City or other agencies with whom the Project must be coordinated and over whom the Architect has no control, the Architect's time for performance shall be extended by the number of days of delay in the Project Schedule.

3.7.4. Upon receipt of a notice to proceed to the Construction Contractor, the Architect agrees to perform the services and furnish to the Director the items called for in Section 3.4 (Phase III: Construction Services) of this Agreement for the period of construction time stated in the construction contract, providing there are no delays caused by the City, or

by the Contractor for the general construction of the Project, or by other agencies with whom the Project must be coordinated and over whom the Architect has no control.

3.7.5. The Architect agrees to perform services and furnish to the Director the items called for in Section 3.5 (Phase IV Post-Construction Services) of this Agreement within the time specified in Section 3.5.2 of this Agreement.

3.7.6. Extensions of any of the time-of-performance commitments by the Architect in this Section shall be granted only by the Director, in written form, and shall have the same force and effect as the time-of-performance commitments originally stated herein.

3.7.7. The Architect acknowledges and agrees that any services it provides to the City after the completion date established in the Project Schedule, unless an extension of time has been granted, will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such services unless the City Council approves an agreement to do so in its sole discretion.

3.7.8. This Agreement shall remain in force (1) until expiration of the one year correction period established in the Contract Documents, or (2) 365 calendar days after completion of the services required in either Section 3.2 Phase I: (Design) or Section 3.3 Phase II: (Contract Documents) whichever shall have been completed without the subsequent Phase being authorized, or (3) until terminated under provisions of Article 9 herein.

3.8. **INSURANCE.**

3.8.1. Architect shall provide and maintain certain insurance and Endorsements in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance is described as follows.

3.8.2. **Risks and Limits of Liability.** Architect shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	<ul style="list-style-type: none"> • Texas Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by accident \$1,000,000 (each accident) • Bodily Injury by Disease \$1,000,000 (policy limit) • Bodily Injury by Disease \$1,000,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Bodily Injury and Property Damage (Products and Completed Operations required when Physical Operations performed)	<ul style="list-style-type: none"> • \$1,000,000 Limit each Occurrence and \$2,000,000 aggregate per 12-month period
Automobile Liability	<ul style="list-style-type: none"> • \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability	<ul style="list-style-type: none"> • \$2,000,000 Limit per claim/aggregate
Excess Liability applicable to Commercial General and Automobile Liability	<ul style="list-style-type: none"> • \$1,000,000 Limit each occurrence/aggregate
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

3.8.3. **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Architect shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Architect shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Architect shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Architect waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Architect shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

3.8.4. **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

3.8.5. **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies except Professional Liability and Worker's Compensation must name the

City as an Additional Insured. Architect waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Architect's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Architect shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion.

- 3.8.6. Notice. **ARCHITECT SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Architect shall provide other suitable policies in order to maintain the required coverage. If Architect does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Architect from any further performance under this Agreement and begin procedures to terminate for default.

3.9. **INDEMNIFICATION**

- 3.9.1. **ARCHITECT AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF ARCHITECT'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER ARCHITECT IS IMMUNE FROM LIABILITY OR NOT. ARCHITECT SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE INDEMNITY SHALL APPLY WHETHER OR NOT THE EVENT IS CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE CITY.**

3.10. **OWNERSHIP OF DOCUMENTS**

- 3.10.1. Architect shall grant and assign and hereby does grant and assign to the City all rights, title, interest and full ownership worldwide in and to any work, invention and all Documents, including Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets, source and object codes and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Architect, its agents, employees, contractors and subcontractors pursuant to this Agreement (collectively, the "Works"), to have and to hold the same unto the City absolutely. This right of ownership shall include the City's ability to modify, sell, or license all computer programs, including all access to programming codes necessary to do so.

- 3.10.2. Architect agrees that neither it nor any of its agents, employees, contractors or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Director, the Architect shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
- 3.10.3. Architect shall execute all documents required by the Director to further evidence such assignment and ownership. Architect shall cooperate with the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Architect is requested and rendered pursuant to this Section, the City shall reimburse Architect for all out-of-pocket expenses incurred by Architect in rendering such assistance. On termination of this Agreement or upon request by the Director, Architect shall deliver all Works to the City. Architect shall obtain written agreements in the form specified in Exhibit G from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.
- 3.10.4. The Architect may, however, retain copies of such Documents. The Architect shall have the right to use such copies internally, but the Architect may not sell, license or otherwise market such Documents. Upon request by the Director, the Architect shall deliver such Documents to the City.
- 3.10.5. Architect does not represent that the Documents are or are intended to be, suitable for use on other Projects or extensions of this Project, to the extent that the Documents are site-specific. Any modification to the Architect's work product or unintended use of same will be at the sole risk of the City.

3.11. **PARTICIPATION IN BIDDING AND CONSTRUCTION**

- 3.11.1. Architect agrees not to participate in the bidding process as a bidder and not to engage in construction of the Project as a contractor or subcontractor. By written agreement, Architect shall require each subcontractor or consultant for Project engineering services to be bound by the requirements of this Section.

3.12. **EQUAL EMPLOYMENT OPPORTUNITY**

- 3.12.1. Architect shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

3.13. **MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION**

- 3.13.1. Architect shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Architect shall make good faith efforts to award subcontracts or supply agreements in at least ____% of the value of this Agreement to MWBEs ("Stated MWBE goal"). If the Architect is a certified MBE or WBE, Architect may count toward goals the work that it commits to perform with its own work force, capped at 50% of the total advertised goal. Architect acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them.

3.13.2. For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Architect's MWBE participation level in a Contract Year is less than the Stated MWBE goal, then within 30 calendar days of the end of each Contract Year Architect must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Architect's MWBE participation level and the Stated MWBE goal, (2) the reason for the discrepancy, and (3) Architect's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE goal. As part of the good faith efforts assessment, the OBO Director may consider Architect's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Architect for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.

3.13.3. Architect shall maintain records showing:

- 3.13.3.1. Subcontracts and supply agreements with Minority Business Enterprises;
- 3.13.3.2. Subcontracts and supply agreements with Women Business Enterprises;
- 3.13.3.3. Subcontracts and supply agreements with Small Business Enterprises (if any);
- 3.13.3.4. Written confirmation from MWBE subcontractors and suppliers that they are participants on the contract; and
- 3.13.3.5. Specific efforts to identify and award subcontracts and supply agreements to MWBEs. Architect shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes.

3.13.4. Architect shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

3.13.4.1. [Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3.13.4.2. Within five (5) business days of execution of this subcontract, Architect [prime contractor] and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.

3.13.4.3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director. The Director may prescribe

procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

3.14. **DRUG ABUSE DETECTION AND DETERRENCE**

- 3.14.1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Architect shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Architects, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 3.14.2. Before the City signs this Agreement, Architect shall file with the Agreement Compliance Officer for Drug Testing ("CCODT"):
- 3.14.2.1. A copy of its drug-free workplace policy;
 - 3.14.2.2. The Drug Policy Compliance Agreement substantially in the form set forth in Exhibit D; and
 - 3.14.2.3. A written designation of all safety impact positions or, if applicable, a Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit E.
- 3.14.3. If Architect files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit F. Architect shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Architect begins work under this Agreement.
- 3.14.4. Architect also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Architect's employee work force.
- 3.14.5. Architect shall require that its subcontractors comply with the Executive Order, and Architect shall secure and maintain the required documents for City inspection.

3.15. **CONFIDENTIALITY**

- 3.15.1. Architect and each of its Consultants shall keep all Documents and City work products or data it receives in strict confidence. Architect shall not divulge such records or the information contained therein except as approved in writing by the Director or as otherwise required by law.

3.16. **LICENSES AND PERMITS**

- 3.16.1. Architect shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Architect shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

3.17. **PAY OR PLAY**

3.17.1. The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Architect has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions. Refer to Exhibit "I".

3.18. **COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS.**

3.18.1. Anti-Boycott of Israel. Architect certifies that Architect is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

3.18.2. Anti-Boycott of Energy Companies. Architect certifies that Architect is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

3.18.3. Anti-Boycott of Firearm Entities or Firearm Trade Associations. Architect certifies that Architect does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

3.18.4. Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Architect certifies that, at the time of this Agreement neither Architect nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Architect, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

3.19. **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

3.19.1. The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Architect has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Architect shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Architect or its subcontractors providing services or goods under this Agreement within 7 days of Architect becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

3.20. **PRESERVATION OF CONTRACTING INFORMATION.**

3.20.1. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and the Architect agrees that this Contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Architect shall preserve all contracting Information,

as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Architect shall provide any contracting Information related to this Agreement that is in the custody or possession of Architect. Upon the expiration or termination of this Agreement, Architect shall, at the Director's election, either (a) provide, at no cost to the City, all contracting Information related to this Agreement that is in the custody or possession of Architect, or (b) preserve the contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

- 3.20.2. If Architect fails to comply with any one or more of the requirements of this Section, Preservation of contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Architect and may terminate this Agreement. To effect final termination, the Director must notify Architect in writing with a copy of the notice to the CPO. After receiving the notice, Architect shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

4. THE CITY'S RESPONSIBILITIES

- 4.1 The City shall provide information regarding requirements for the Project including a written descriptive document, which shall set forth in detail the City's conditions and requirements for objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, and other conditions or requirements appropriate to the nature of the Project.
- 4.2 The City shall establish and update, when necessitated by changes in the agreed estimate and overall budget for the Project which shall include contingencies for bidding, changes in the work during construction, and other costs which are the responsibility of the City, including those described in this Article 4 and in Section 5.1.2.
- 4.3 The Director shall designate a representative authorized to act on the City's behalf with respect to the Project. The Director's authorized representative shall examine the Phase I and Phase II documents submitted by the Architect and shall render and obtain decisions pertaining thereto promptly to avoid unreasonable delay in the Architect's services.
- 4.4 If required for the Project, the City shall furnish or shall authorize the cost of obtaining as an Additional Service, a complete and correct written legal description of the site, including metes and bounds, corners, lines of streets and alleys, and location of the site.
- 4.5 The City shall pay for quality control testing and other laboratory tests, inspections and reports as required by law or by the Contract Documents.
- 4.6 When required for the Project, and when the services, information, surveys and reports described in Sections 4.4 and 4.5 inclusive, are furnished by the City, the Architect shall be able to rely upon the accuracy and completeness thereof.

- 4.7 If the City observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the City to both the Architect and Construction Contractor.
- 4.8 The City shall furnish required information and services and shall render or obtain approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the work.

5. CONSTRUCTION COST

5.1. DEFINITION

- 5.1.1. The Construction Cost shall be the actual cost to the City of all elements of the Project designed or specified by the Architect.
- 5.1.2. Estimates of Construction Cost shall include (1) the cost, at current market rates, of labor and materials furnished by the City, (2) equipment designed, specified, selected or specially provided for by the Architect, (3) City building permit fees, and (4) a reasonable allowance for the cost of construction, including the Construction Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.
- 5.1.3. Construction Cost does not include the compensation of the Architect and the Architect's subcontractors, the cost of the land, rights-of-way, or other costs which are the responsibility of the City as provided in Article 4.

5.2. RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1. Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Costs, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials or equipment, over the Construction Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Project budget proposed, established or approved by the City, if any, or from any estimates of Construction Cost or evaluation prepared by the Architect.
- 5.2.2. When a Maximum Total Construction Cost is established as a condition of this Agreement in Section 3.1.2 or at any time prior to the taking of bids, 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, and, with written approval, to make reasonable adjustments in the scope of the Project, or to include in the Contract Documents alternate bids to adjust the Construction Cost to the specified Maximum Total Construction Cost.
- 5.2.3. If bidding has not commenced within 6 months after the Architect submits the Contract Documents to the City, any Project budget or Maximum Total Construction Cost may, when warranted in the opinion of the Director, be adjusted to reflect any change in the general levels of prices in the construction industry between the date of submittal of the Contract Documents to the City and the date on which bid proposals are sought.

- 5.2.4. If a Project budget or Maximum Total Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid, the City shall (1) give written approval of an increase in such Maximum Total Construction Cost, or (2) authorize rebidding of the Project within a reasonable time, or (3) in the event the Project is abandoned, terminated in accordance with Section 11.2.1, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a Maximum Total Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the Maximum Total Construction Cost. The successful provision of such service shall be the limit of the Architect's responsibility arising from the establishment of such Maximum Total Construction Cost, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not Phase III: Construction Services are commenced.

6. DIRECT PERSONNEL EXPENSE

6.1. DEFINITION

- 6.1.1. Direct Personnel Expense is defined as the direct salaries of the Architect and all of the Architect's personnel directly engaged on the Project, plus the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. For the purpose of this Agreement the cost of such contributions and benefits is established as equal to _____% of direct salaries. Direct salary rates for the duration of this contract are shown on Exhibit C attached hereto and, by reference, incorporated.

7. REIMBURSABLE EXPENSES

7.1. DEFINITION

- 7.1.1. **REIMBURSABLE EXPENSES.** A maximum amount for each Reimbursable Expense shall be proposed by the Architect at the time that services requiring such expenses are requested by the Director and shall be negotiated and agreed upon by the Architect and the Director prior to the expenses being incurred. The compensation for each such Reimbursable Expense shall never exceed this agreed upon maximum amount. Reimbursable Expenses are to be paid in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and subcontractors, including any sales tax Architect is legally required to pay, in the interest of the Project while performing services requested by the Director pursuant to the following Sections:

- 7.1.1.1. **TRAVEL COSTS.** If authorized in advance in writing by the Director, travel costs in connection with out-of-town travel, to points outside of the greater City of Houston area, not to exceed the amounts established under the City's then current travel reimbursement policy for its employees,
- 7.1.1.2. **LONG DISTANCE COMMUNICATIONS.** If authorized in advance in writing by the Director, long distance communications, and fees paid for securing approval of authorities having jurisdiction affecting the Project,

- 7.1.1.3. REPRODUCTION, POSTAGE, HANDLING. Expense of reproductions, postage and handling of drawings, specifications and other Documents. Expenses for reproductions for submittals or correction of submittals required under Phase I or Phase II, reproductions for the office use of the Architect and the Architect's subcontractors are not reimbursable,
- 7.1.1.4. OVERTIME. If authorized in advance by the Director, the expense of overtime work requiring higher than regular rates,
- 7.1.1.5. RENDERINGS, MODELS, MOCK-UPS. If authorized in advance by the Director, the expense of renderings, models and mock-ups,
- 7.1.1.6. FILINGS. If authorized in advance by the Director, the expense of filing documents for governmental approval under Sections 3.2.1.5 and 3.3.5, except for building permits, required for the Project.

8. PAYMENTS TO THE ARCHITECT

8.1. GENERAL

- 8.1.1. The City shall compensate the Architect under this Agreement as provided in this Article.
- 8.1.2. The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Architect's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificates and federal tax identification number to Architect if requested.

8.2. PAYMENTS FOR BASIC SERVICES

- 8.2.1. Payments for Basic Services shall be made as set forth in Sections 8.6, 8.7, 8.8 and 8.9.
- 8.2.2.
- 8.2.3. If the time initially established in the construction contract for completion of the Project is extended, through no fault of the Architect, for more than 90 calendar days, the Architect may request compensation for any required extension of Phase III services, which, if authorized, shall be paid in accordance with the provisions of Section 8.10 for Additional Services.
- 8.2.4. Payments for Basic Services may be made monthly upon presentation of the Architect's statement of services rendered and expenses incurred.

8.3. PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

- 8.3.1. Payments for Additional Services and for Reimbursable Expenses may be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

8.4. PAYMENTS WITHHELD

- 8.4.1. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Architect.
- 8.4.2. If the Architect receives payment from the City for work performed by any subcontractor or for materials provided by any supplier and the Architect withholds or has withheld payment to the subcontractor or supplier on account of a deficiency in the quality or quantity of that subcontractor's or supplier's work or materials, the City may withhold the amount associated with such work or materials from any pending or future payments to the Architect until the next regular payment to the Architect occurring after the City receives reasonable documentation that the deficiency has been remedied.

8.5. **PROJECT SUSPENSION**

- 8.5.1. If the Project is suspended for more than 365 days, the Architect shall be compensated in accordance with Article 9, for all services performed prior to the suspension.

8.6. **BASIC COMPENSATION FOR PHASE I DESIGN SERVICES - STIPULATED SUM**

- 8.6.1. For Phase I Design performed by the Architect the City agrees to pay to the Architect the sum of \$.
- 8.6.2. The Director may authorize, no more frequently than monthly, partial payments commensurate with percentage of completion of Phase I Design by the Architect. The fee for the Phase I services shall be payable as follows:
 - 8.6.2.1. When the Schematic Design of the Project is complete and approved by the Director, the City agrees to pay to the Architect the sum of \$.
 - 8.6.2.2. When Design Development is complete and approved by the Director, the City agrees to pay to the Architect the sum of \$.

8.7. **BASIC COMPENSATION FOR PHASE II CONTRACT DOCUMENTS - STIPULATED SUM**

- 8.7.1. For Phase II Contract Documents services performed by the Architect the City agrees to pay to the Architect the sum of \$. The fee for the Phase II services shall be payable as follows:
 - 8.7.1.1. When the Drawings and the Project manual are, in the opinion of the Director, 50% complete, the City agrees to pay to the Architect the sum of \$.
 - 8.7.1.2. When the Drawings and the Project manual are fully developed, permittable documents that have been submitted to the Director for final approval, the City agrees to pay to the Architect the sum of \$.
 - 8.7.1.3. When the Drawings and Project manual receive final approval of the Director, the City agrees to pay the Architect the sum of \$.
 - 8.7.1.4. When the Architect has obtained the Building Permit approval, the City agrees to pay to the Architect the sum of \$.

- 8.7.1.5. The Director may authorize no more frequently than monthly, partial payments commensurate with completion of Phase II services of the Architect.
- 8.7.1.6. Final payment shall be a lump sum payment of \$ _____ due upon receipt of acceptable bids for the Project. If the Project is terminated under Section 3.7.8 (2) or (3) the final payment becomes due and payable to the Architect.

8.8. **BASIC COMPENSATION FOR PHASE III CONSTRUCTION SERVICES - STIPULATED SUM**

- 8.8.1. For Phase III Construction services performed by the Architect the City agrees to pay to the Architect the sum of \$ _____. The fee for the Phase III Construction Services shall be payable as follows:
 - 8.8.1.1. Partial payments for Phase III Construction Services shall be paid periodically, but no more frequently than monthly, based on that proportion of compensation for Phase III Construction Services actually performed bears to the total compensation for Phase III Construction Services required under this Agreement, less previous payments for services.
 - 8.8.1.2. Partial payments shall be limited to a total of 95% of the final amount due for Construction Services until (1) the completion of Construction Services and any Additional Services requested, and (2) the Project has been accepted by City Council.
 - 8.8.1.3. The final 5% shall be a lump sum payment due upon Project acceptance by City Council.

8.9. **BASIC COMPENSATION FOR PHASE IV POST-CONSTRUCTION SERVICES**

- 8.9.1. Compensation for Phase IV Post-Construction services performed by the Architect is included in the compensation received by Architect under Section 8.8 for Phase III Construction Services.

8.10. **COMPENSATION FOR ADDITIONAL SERVICES**

- 8.10.1. For Additional Services of the Architect, as described in Section 3.6.1, but excluding Reimbursable Expenses and Additional Services of subcontractors, compensation to the Architect shall be a multiple of _____ times the Direct Personnel Expense of the Architect's Principals and employees incurred in the interest of the Project.
- 8.10.2. For Additional Services as described in Section 3.6.1 provided by subcontractors under contract with the Architect, compensation to the Architect shall be a multiple of _____ times the Subcontract Cost incurred in the interest of the Project. For Additional Services described in Section 3.6.1, payment to Architect shall be subject to the following:
 - 8.10.2.1. The maximum cost of Certified Land Survey Services described under Section 3.6.1.19 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.

- 8.10.2.2. The maximum cost of Geotechnical Investigation and Engineering Services described under Section 3.6.1.20 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.3. The maximum cost of Furniture, Fixture & Equipment (FF&E) Services described under Section 3.6.1.8 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.4. The maximum cost of Building envelope consultant services described under Section 3.6.1.23 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.5. The maximum cost of LEED Commissioning Services described under Section 3.6.1.23 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.6. The maximum cost of Site Platting Services described under Section 3.6.1.3 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.7. The maximum cost of Joint Referral Committee Services described under Section 3.6.1.3 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.2.8. The maximum cost of Miscellaneous Additional Services described under section 3.6.1.23 is \$ _____ and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- 8.10.3. Compensation for Additional Services described in Section 3.6.1 shall not exceed \$ _____ unless increased by additional allocation after execution of this Agreement.

8.11. **REIMBURSABLE EXPENSES**

- 8.11.1. For Reimbursable Expenses, as described in Article 7, compensation to the Architect shall be a multiple of _____ times the amounts expended by the Architect, the Architect's employees and/or subcontractors in the interest of the Project.
- 8.11.2. Compensation for Reimbursable Expenses as described in Article 7, shall not exceed \$ _____, unless an additional allocation is made after execution of this Agreement.

8.12. **LIMIT OF APPROPRIATION**

- 8.12.1. The City's duty to pay money to Architect under the Agreement is limited in its entirety by the provisions of this Section.

- 8.12.2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated \$ _____ ("Original Allocation") to pay money due under the Agreement. The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for the Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 8.12.3. The City makes a Supplemental Allocation by issuing to Architect a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

By signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

- 8.12.4. The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under the Agreement in excess of the Allocated Funds. Architect must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Architect's only remedy is suspension or termination of its performance under the Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.
 - 8.12.5. The Director shall have the authority to reallocate funding between and among the various categories of Additional Services and the various categories of Reimbursable Expenses.
- 8.13. **ADDITIONAL PROVISIONS**
- 8.13.1. All invoices for the Basic Services are subject to approval by the Director and are due and payable on or about thirty days after receipt and approval by the Director. All payments shall be made by check. Such checks shall be made payable to the Architect and payments shall be addressed to the Architect at its address specified herein for notices. The City agrees that it will not unreasonably delay or withhold payment or approval of any invoice; however, the Director shall approve in whole or in part or disapprove Architect's invoices within fifteen days. Neither partial payments made hereunder nor approval of invoices or services by the Director shall be construed as final acceptance or approval of that part of the Architect's services to which such partial payment or approval relates nor shall such payments be construed as relieving the Architect of any of its obligations hereunder with respect thereto.

9. TERMINATION OF AGREEMENT

9.1. TERMINATION BY THE CITY FOR CONVENIENCE

- 9.1.1. The Director may terminate Architect's performance under this Agreement at any time by giving seven days written notice to Architect. As soon as possible, but not later than the effective date of such notice, Architect shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Agreement and shall proceed to promptly cancel all existing orders and Consultant subcontracts insofar as such orders or subcontracts are chargeable to this Agreement. Within seven days after the effective date of notice of termination, Architect shall deliver copies of all Documents to the Director and submit an invoice showing in detail services performed under this Agreement to the date of termination. The City shall then pay the prescribed fees to Architect for services actually performed under this Agreement up to the date of termination less such payment on account of charges previously made, in the same manner as prescribed in Article 8 of this Agreement. Any installments or lump sum fees shall be prorated in accordance with the progress of the Work at the effective date of termination. Architect may, if necessary, submit invoices for vendor and Consultant charges reasonably necessary for the Project which are incurred prior to the effective date of termination and received by Architect after its initial termination invoice.
- 9.1.2. Architect understands and acknowledges that if the City determines not to proceed with this Agreement, according to the terms of this article, the Director shall provide Architect with a written notice of his intent to terminate this Agreement and this Agreement shall terminate upon Architect's receipt of such written notice.

9.2. TERMINATION BY THE CITY FOR CAUSE

- 9.2.1. City may terminate this Agreement in the event of a material default by Architect and a failure by Architect to cure such default after receiving notice thereof, as provided in this Section. Default by Architect shall occur if Architect fails to observe or perform any of its duties under this Agreement, if Architect dies (if an individual), or for some other reason is unable to render services hereunder. Should such a default occur, the Director will deliver a written notice to Architect describing such default and the proposed date of termination. Such date may not be sooner than the seventh day following receipt of the notice. The Director, at his or her sole option, may extend the proposed date of termination to a later date. If Architect cures such default to the Director's reasonable satisfaction prior to the proposed date of termination, then the proposed termination shall be ineffective. If Architect fails to cure such default prior to the proposed date of termination, then City may terminate its performance under this Agreement as of such date, and Architect shall deliver all Documents to the Director within seven days of the effective date of the termination. If the City's cost of obtaining completion of the work by other architects, in combination with other direct costs sustained by the City as a result of the default, exceeds the remaining contract amounts unpaid to Architect, the City shall not be obligated to make any further payment to Architect. This provision does not relieve Architect of any other obligation Architect may have to the City.

9.3. TERMINATION BY ENGINEER FOR CAUSE

- 9.3.1. Architect may terminate its performance only upon default of the City. Should such default occur, Architect shall have the right to terminate all or part of its duties under this Agreement as of the 14th day following the receipt by the City of a notice from Architect

describing such default and intended termination, provided: (1) such termination shall be ineffective if within the 14 day period the City cures the default; and (2) such termination may be stayed beyond such 14 day period, at the sole option of Architect, pending cure of the default.

10. MISCELLANEOUS

10.1. **GOVERNING LAWS**

10.1.1. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

10.2. **SUCCESSORS AND ASSIGNS**

10.2.1. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in Section 12.11. This Agreement does not create any personal liability on the part of any officer or agent of the City.

10.3. **NON-WAIVER**

10.3.1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

10.3.2. An approval by the Director, or by any other employee or agent of the City, of any part of Architect's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

10.4. **NOTICES**

10.4.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1.1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

10.5. **CAPTIONS**

10.5.1. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

10.6. **ACCEPTANCES AND APPROVALS**

10.6.1. Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Architect, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by Architect, its employees, agents, Consultants or suppliers pursuant to this Agreement.

10.7. **AMBIGUITIES**

10.7.1. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

10.8. **INDEPENDENT CONTRACTOR**

10.8.1. The relationship of the Architect to the City shall be that of an independent contractor. The City has no control or supervisory powers over the manner or method of Architect's performance under this Agreement. All personnel Architect uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Architect is solely responsible for the compensation of its personnel, including but not limited to the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

10.9. **SURVIVAL**

10.9.1. Architect shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, Article 9 – Release and Indemnification and Article 10 – Ownership and Use of Documents.

10.10. **ENFORCEMENT**

10.10.1. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Architect shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Architect's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

10.11. **BUSINESS STRUCTURE AND ASSIGNMENTS**

10.11.1. Architect shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in '9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Architect shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. Architect shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

10.12. **ARCHITECT'S DEBT**

10.12.1. If Architect, at any time during the term of this Agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify City Controller in writing. If City Controller becomes aware that Architect has incurred a debt, it shall immediately notify Architect in writing. If Architect does not pay the debt within thirty days of either such notification, City Controller may deduct funds in an amount equal to the debt from any payments owed to Architect under this Agreement, and Architect waives any recourse therefore. Architect shall file a new Affidavit of Ownership, using the form designated by City, between February 1 and March 1 of every year during the term of this Agreement.

10.13. **ARCHITECT'S ACCOUNTING RECORDS, INSPECTIONS AND AUDITS**

10.13.1. The Director and City Controller shall have the right to examine and review the Architect's books, records and billing Documents which are directly related to performance or payment under this Agreement. The Architect shall maintain such books, records, and billing Documents for four years after the cessation of Architect's other services and responsibilities under this Agreement. Nothing in this Article shall affect the time for bringing a cause of action nor the applicable statute of limitations.

10.14. **ENTIRE CONTRACT**

10.14.1. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire Agreement of the Parties. No other Contracts, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

10.15. **WRITTEN AMENDMENT**

10.15.1. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Architect. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

10.16. **RISK OF LOSS**

10.16.1. Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each product passes from Architect to the City upon Acceptance by the City.

10.17. **PARTIES IN INTEREST**

10.17.1. This Agreement does not bestow any rights upon any third party but binds and benefits the City and Architect only.

10.18. **REMEDIES CUMULATIVE**

10.18.1. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

10.19. **FORCE MAJEURE**

10.19.1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement

to the extent the delay is caused by Force Majeure that directly impacts the City or Architect. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Architect, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Architect to extra Reimbursable Expenses or payment.

- 10.19.2. This relief is not applicable unless the affected party does the following:
- 10.19.2.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - 10.19.2.2. provides the other party with prompt written notice of the cause and its anticipated effect.
- 10.19.3. The Director will review claims that a Force Majeure that directly impacts the City or Architect has occurred and render a written decision within 14 days. The decision of the Director is final. If Architect disagrees with the Director's decision, then the Architect is permitted to pursue any alleged breach of this Agreement in accordance with its remedies available at law.
- 10.19.4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
- 10.19.5. If the Force Majeure continues for more than ___ days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Architect. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT

EXHIBIT A - SCOPE OF SERVICES

[

SAMPLE

EXHIBIT B - PROJECT SCHEDULE

SAMPLE

EXHIBIT C - DIRECT SALARIES

Pursuant to Section 4.1.1 of the Agreement the following table represents the classifications and direct salary rates of personnel the Architect anticipates will be directly engaged on the Project.

CLASSIFICATION

RATE

NEED TO ADD

SAMPLE

EXHIBIT D- DRUG POLICY COMPLIANCE AGREEMENT

I, _____,

(Name)

(Title)

of _____

(Architect)

have authority to bind Architect with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Architect is aware of and by the time the Agreement is authorized and approved by the City Council, City of Houston, Architect will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Architect that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Architects (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Architect that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Agreement with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the Agreement with the City and may result in the Agreement not being authorized and approved by the City Council, City of Houston or termination of the Agreement by the City of Houston.

(Date)

Architect

Signature

Title

**EXHIBIT E CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared

(Affiant)

who being by me duly sworn on his oath stated that he is _____
(Title)

of _____
Architect

and that no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, will be involved in performing the architectural services as provided in the Agreement. Architect agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Agreement.

(Affiant's Signature)

SWORN AND SUBSCRIBED before me by _____
(Affiant)

on _____
(Date)

Notary Public in and for the State of TEXAS

(Print or type Notary Public name)

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Affiant's Signature)

SWORN AND SUBSCRIBED before me by _____ on _____.
(Affiant) (Date)

Notary Public in and for the State of TEXAS

(Print or type name)

My Commission Expires: _____
(Expiration Date)

)

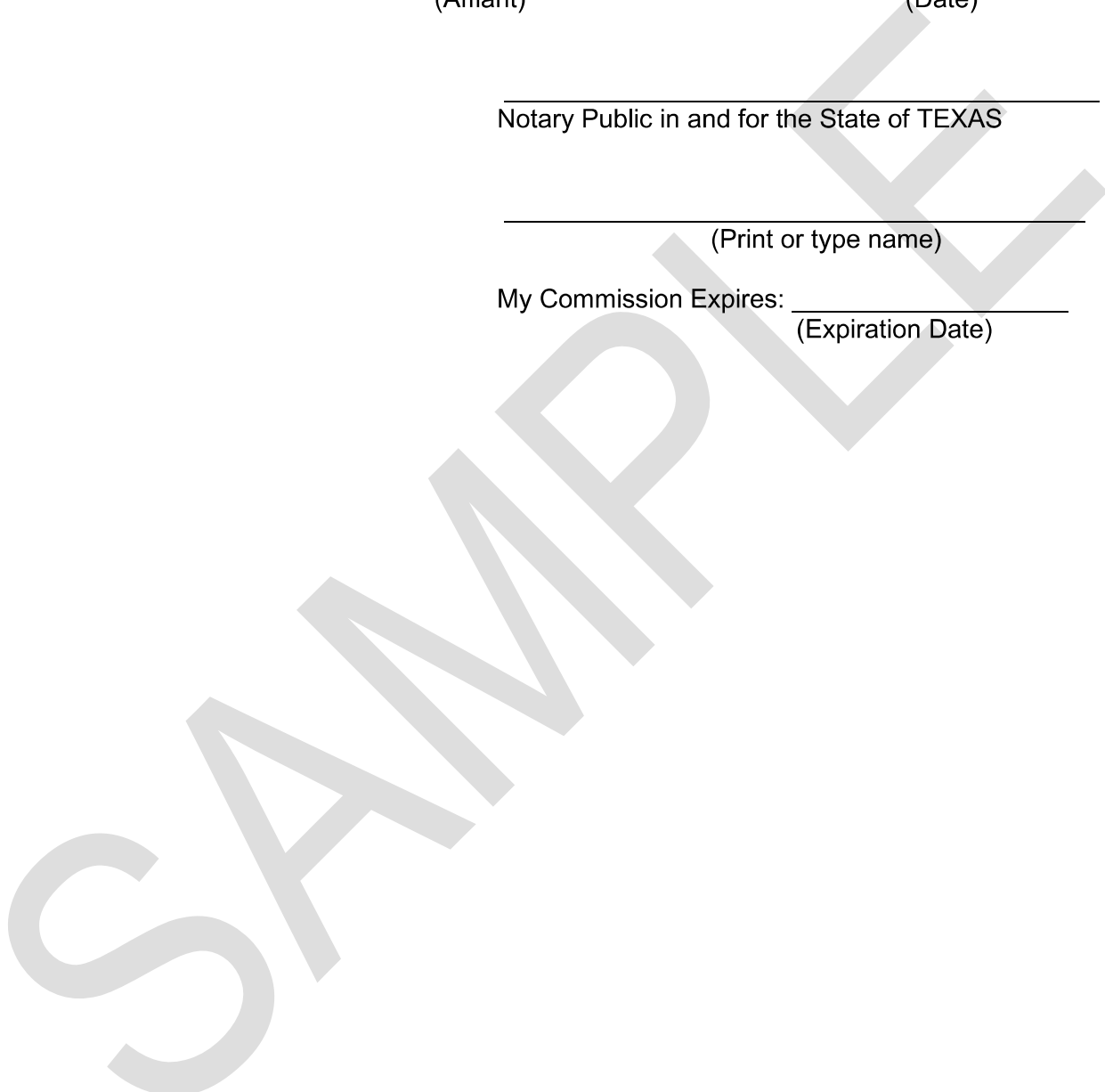


EXHIBIT G - SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Architect has entered into an Agreement with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional architectural services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Architect related to its Agreement with the City.
3. In the course of Subcontractor's work for Architect related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Architect.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Architect.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Architect (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Architect, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Architect and the Director of the General Services Department of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Architect and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Architect or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this _____
day of _____, 20__.

Subcontractor

By:

Title:

SAMPLE

