

**PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT FOR
THE SAN MARCOS FIRE STATION NO. 4 PROJECT**

This Agreement (the “Agreement”) is effective this 2nd day of June, 2015 between the City of San Marcos, Texas, (the “City”), 630 East Hopkins, San Marcos, Texas 78666 and Brown Reynolds Watford Architects, Inc. (“Architect”), 2700 Earl Rudder Freeway South Suite 4000 College Station, Texas 77845, for the provision of professional architectural services (the “Services”) in connection with the San Marcos Fire Station No. 4 Project (the “Project”).

The City and the Architect agree as follows:

**ARTICLE 1
ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1.0 STANDARDS OF PERFORMANCE

1.0.1 The Architect is responsible for the proper, accurate and adequate design, analysis and preparation of reports, plans, specifications and other construction contract documents and for construction administration of the Project. The Project generally involves the design and construction of a new fire station, totaling no more than 12,000 square feet to be located at 1402 Wonder World Drive, San Marcos, Texas.

1.0.2 The Architect’s Basic Services consist of the services described in Sections 1.0 through 1.5 and will be performed by the Architect as well through the following consulting disciplines as subconsultants to the Architect:

- (1) Civil Engineering - O’Malley Strand Engineers
- (2) Structural Engineering - Gessner Engineering
- (3) MEP Engineering – Jordan & Skala Engineers
- (4) Surveying - O’Malley Strand Engineers
- (5) Geotechnical Services and Environmental Assessment Phase I- Terracon Consultants

1.0.3 The performance of all services by the Architect in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Architect will use that degree of care and skill normally exercised for similar projects by professional Architects who possess special expertise in the types of services included in this Agreement.

1.0.4 The Architect will not subcontract any work under this Agreement without prior written approval from the City, except as detailed in 1.02 above. The Architect will specify any work or services subcontracted under this Agreement by separate written Agreements and those

Agreements will be subject to each provision of this Agreement.

1.0.5 Any provisions in this Agreement pertaining to the City's review, approval and/or acceptance of written materials prepared by the Architect and/or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Architect's responsibility for the materials.

1.0.6 The Architect will perform all of its services in coordination with the City. The Architect will advise the City of data and information the Architect needs to perform its services and the Architect will meet with City representatives at mutually convenient times to assemble this data and information.

1.0.7 Ray Holliday is the Architect's Representative assigned to this Project. The Architect will not substitute another representative for this Project unless approved in writing by the City in advance of such proposed substitution. In the event the City and the Architect cannot agree to the substitution of the Project Representative, the City may terminate this Agreement in accordance with Article 8.

1.1 TASK 1 – PROJECT MANAGEMENT AND SCHEMATIC DESIGN

The Architect will:

1.1.1 Assemble a Project team comprised of the City's representatives and the Architect's representatives. The Architect will meet with the Project team to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Architect will prepare a detailed schedule of its work for the Project addressing each component of the work it will perform, indicating the points of involvement of all Project participants.

1.1.2 Assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.3 Perform general administrative duties associated with the Project, to include monitoring/reporting, agendas/minutes, scheduling, general correspondence, office administration, and invoicing. The Architect will prepare and submit monthly progress reports and invoices to the City for review and approval.

1.1.4 Maintain an "issues list" identifying the date the Project related issues become known, the person(s) responsible for solution(s), date solution(s) will be provided, and final resolution of the issue.

1.1.5 Participate in meetings with the City to include:

- a) One initial kickoff meeting; and
- b) No less than one progress meeting per month.

1.1.6 Meet with the City's Project Manager/Team periodically or as needed to update the City on the progress of work.

1.1.7 Head the Project team and coordinate the integration of preliminary design issues, surveying, right of way issues, traffic control issues, utility engineering issues, ADA compliance, permitting, and other services as previously approved and as applicable to the preliminary design phase.

1.1.8 Prepare preliminary design documents to include master plan and schematic design based on approved design development information and any further adjustments authorized by the City in the scope, quality or budget of the Project.

1.1.9 Use its best professional judgment to create preliminary design documents that comply with applicable construction and development codes, local regulations and ordinances and other federal and state regulations which are known or which should reasonably be known to the Architect including, as applicable, those regulations required under the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards of Article 9102, V.A.C.S., the Architectural Barriers Act, as amended. The Architect will be responsible for notifying the City of requirements under the Texas Accessibility Standards (TAS) and any other requirements by the Texas Department of Licensing and Regulation. In addition, the Architect will submit the signed and sealed construction documents to a Registered Accessibility Specialist ("RAS") for plan review after the RAS submits a fee proposal to the City for the site inspection. The plan review fee is a reimbursable expense and is not included in basic services compensation.

1.1.10 Ensure that no reports, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Architect.

1.1.11 Conduct no less than one monthly meeting with the City and other interested parties to review progress on the Project. Both parties assume that design development will last approximately 30 calendar days and that there will be no more than two meetings included in this Task. The Architect will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.1.12 Surveying. Provide boundary, topographic, and construction surveying of the Project site to be located at 1402 Wonder World Drive, San Marcos, Texas, including, but not limited to:

- a) Contacting Dig-Tess utility locating service to have underground utilities marked and labeled and surveyed;
- b) Establishing Project control for topographic, boundary, and future construction layout surveys;
- c) Locating all above ground planimetric features, including, but not limited to edges of asphalt and/or concrete, back of curb, culverts (flowlines of culverts and sizes), mailboxes, driveways, sidewalks, ramps, retaining walls, signs (including sign type, sign language or symbol, and photograph of sign), evidence of underground utilities (including manholes (and invert elevations), valves, etc.), fences (including type), trees (8" diameter or greater) and other pertinent features affecting design;
- d) Data reduction and preparation of triangulation network for contouring;
- e) CAD drawing prepared in AutoCAD 2015;
- f) Topographic survey, including the City right-of-way and 20 feet behind the right-of-way; and
- g) Cross-sections at 50' intervals, including project centerline, striping, edge of pavement, top of curb (front and back), top of ditch, ditch flowline, right-of-way, signage and other pertinent features.

1.1.13 Schematic Design.

- a) Kick Off Meeting. Review the scope of work with the City .
- b) Site Analysis. Upon execution of the Agreement, analyze one Project site. Review the Project site to ensure that the proposed facility will conform to the site and that the requirements for vehicular and pedestrian circulation conditions are met. Architect will also analyze the characteristics of the site plan drawing to summarize the findings and to develop a summary report and recommendations.
- c) Programming. Develop a program of spaces for the Project. The Architect will prepare a summary sheet for the Project listing the rooms, sizes, area, special requirements, required adjacencies, types of lighting, required data/telephone, interior finishes, proposed occupancy, and type of furniture. In addition, the Architect will include a detailed room by room program including the information listed above as well as a schematic layout of each room with proposed furniture layout. After the City's review and approval, the Architect will provide five 5 copies of the programming results in a bound booklet.
- d) Code Research. Research the International Building Code requirements as well as plumbing, electrical, lighting, mechanical, site, floodplain, Texas Accessibility Standards (TAS) and Texas Commission on Environmental Quality requirements for applicability to the Project.
- e) Documents. Include a site plan, building plans, sections and elevations in the schematic design documents. The Architect will note or describe in writing preliminary selections of major building systems and construction materials on the drawings..

- f) Statement of Probable Cost. Provide a statement of probable cost at the completion of schematic design, which will be a general estimate developed from several cost data bases in order to determine the cost of the Project per square foot. The Architect will provide the City with a pdf copy of the estimate.
- g) Proposed Building Features. Design of the Project that consists of three to four truck bays, sleeping room for eight, dayroom, kitchen, eating area, showers and fully equipped bathrooms, support areas off the truck bays, and exercise area.
- h) Analyze Office Furniture Feasibility. Interview City staff and based on these interviews analyze the need for different types and sizes of office space. The City will provide the Architect with estimated future growth projections for City staff. In addition, the Architect will provide an analysis and layout of individual offices, cubicle offices with modular furniture, or a combination of both as requested by the City.
- i) Presentations. Make necessary presentations to the City Council for its approval of the design.

1.1.14 Landscape. Prepare a landscape design to meet City zoning ordinance requirements as applicable and that uses drought-tolerant native vegetation. In addition, the Architect will provide a landscape design adjacent to designated structures and an irrigation system design and documents to meet City ordinance requirements.

1.1.15 Civil. Perform civil design to include:

- a) Design parking, sidewalks, driveway hard-scaped and gravel surfaces;
- b) Detention pond;
- b) Drainage and grading design at 1' contours;
- c) Spot elevations at flatwork adequate for TAS compliance;
- d) On-site water and sewer utilities;

1.1.16 Geology Survey. Perform a geology survey to identify recharge features and meet TCEQ submittal requirements

1.1.17 Base Phase I ESA Services. Perform an Environmental Sight Assessment (“ESA”) consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process. The purpose of the ESA is to assist the City in developing information to identify Recognized Environmental Conditions (“REC”) in connection with the site as reflected by the scope of this proposal.

1.2 TASK 2 – DESIGN DEVELOPMENT

The Architect will:

1.2.1 Design Development

- a) Meet with the City as necessary to discuss design.
- b) Upon completion of schematic design, provide design development documents based on the approved schematic design documents and probable cost of the work. The design development documents will illustrate and describe the refinement of the design of the Project and will establish the scope, relationships, forms, size and appearance of the Project through plans, sections and elevations, typical construction details, and outline specifications. The Architect will include quality levels for major materials and Project systems in the design development documents.
- c) During the design process, work with the City to coordinate the scope of the Project. At the completion of Design Development, the Architect will update the estimate of probable cost of the work and the Project schedule. The Architect will advise the City of any changes from previous estimated cost projections due to adjustments in the Project scope, refinement of the estimate of the probable cost of the work or general market conditions.
- d) Provide preliminary mechanical, plumbing, electrical, and data engineering design documents. Coordinate the communication lines, telephones and technology information network (ICT) in coordination with the assigned City of San Marcos Technology Project Manager. Perform minimal structural engineering services in order to analyze the foundation and preliminary steel structure of the building. During this task the Architect will develop interior elevations and will review finish materials, lighting and furniture. The Architect will review with the City the equipment and furniture that will be supplied by the City versus items that will be supplied by the Contractor during construction through the construction contract. In addition, the Architect will outline and review door hardware for recommendation to the City. and will prepare an outline for materials and products to be included in the construction specifications.
- e) Provide mechanical, plumbing and electrical engineering services as part of this task consisting of mechanical systems, including temperature control systems and written sequence of operations; fire protection (sprinkler system) performance specification, electrical power, lighting and fire alarm systems; coordination with utility companies for electrical power, telephone, cable television, etc., and service entrances; emergency generator, lightning protection (performance specification), radio system, antenna and alerting systems, all in accordance with the City's applicable codes, regulations and standards.

1.2.2 Prepare and submit all paperwork necessary for the City to obtain all applicable permits and approvals from the appropriate agencies affected by the Project prior to construction.

1.2.3 Prepare specifications to include the bid document in Word format, special provisions, and technical specifications.

1.2.4 Provide design development deliverables that include five (5) half size sets 30" x 42" format (15" x 21") for the City's review and comment.

1.2.5 Notify City's Project Manager of any conflicts or potential conflicts with proposed design with existing structures, proposed utilities, right-of-way, and encroachments that would delay construction.

1.3 TASK 3 – FINAL DESIGN

This task includes the preparation of plans, specifications for insertion into bid-ready contract documents and a final construction cost estimate. The Architect will:

1.3.1 Provide construction documents that include design plan view sheets, design standard details and design specifications at 100% based on the approved design development documents and updated probable construction cost. The construction documents will set forth in detail the requirements for construction of the Project. The construction documents will include drawings and specifications that establish in detail the quality levels of materials and project systems required for construction.

1.3.2 Update the estimate of the Cost of the Work and project schedule at 50% and 95% completion of construction documents. The statement of probable construction cost will be an estimate to include materials, equipment, component systems and construction types for construction costs. The statement of probable construction cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing.

1.3.3 Provide construction document deliverables which include two full-size sets of documents at 50% completion and 95% completion for the City's review and comment of full-size set of prints, three sets of specifications, one set of unbound specifications, and one electronic file of the construction documents in PDF format and Specifications in PDF format.

1.3.4 Complete final design and coordination of the civil, structural, mechanical, electrical, and plumbing specifications. The Architect, through its subconsultants, will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations as part of the complete mechanical engineering services. In addition, the Architect will provide a plumbing design that includes a waste water system tied into the existing system, supply water, and gas system. The electrical design will include lighting, speaker system, phone, cable, and data wiring specifications and plans. The Architect will review and coordinate civil engineering work and ensure that specifications and final details are drawn and specified.

1.3.5 Submit the required number of site plans in digital format, to the City's Developmental Services Department for its review. The Architect will also submit digital drawings to the Building Inspection Division for its review.

1.3.6 Assist the City in its preparation of construction contract documents based on the approved design development documents and any further adjustments authorized by the City in the scope, quality or budget of the Project. The Architect will use its best professional judgment to create technical documents that comply with applicable construction and development codes, local regulations and ordinances and other federal and state regulations which are known or which should reasonably be known to the Architect.

1.3.7 Head the Project team and coordinate the integration of data collection, design, surveying, right of way issues, utility engineering, permitting and other services as previously approved.

1.3.8 Conduct meetings with the City and other interested parties periodically or as needed to review and update the City on the progress on the Project. During final design, progress meetings will be held no less than once monthly. The Architect will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.3.9 Complete the final design and coordination of the mechanical, electrical, and plumbing specifications. The Architect will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations as part of the complete mechanical engineering services. In addition, the Architect will include design of a waste water system tied into the existing system, supply water, and gas system. The Architect will provide lighting, speaker system, phone, cable and data wiring specifications and plans. Review and coordinate civil engineering work and final details will be drawn and specified.

1.3.10 Update the Project schedule for City review and approval.

1.3.11 Provide a total of three sets of construction drawings to the City; one set will be full-size drawings and two sets will be half-size drawings. The Architect will provide three digital copies of the construction drawings and technical specifications in PDF and CAD on compact disc (CD) media.

1.3.12 Ensure that no reports, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Architect.

1.3.13 Obtain approval from the Project Manager of all technical plans, specifications, and estimates (PS&E) necessary for successful completion of the Project prior to allowing the construction contract to be let for bid.

1.3.14 Provide the following final deliverables for this Task:

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- a) Two reproducible documents, one in Pdf format and one in CAD format, and three copies of all PS&E. All plans will be ledger size. All scalable plans will have a graphic scale-bar on each individual sheet;
- b) One reproducible document in Word format and three copies of the completed final Bid Items and Specifications;
- c) Provide a final cost estimate to the City in Pdf and Word or Excel format;
- d) Design plan view sheets, design standard details and design specifications at 100 % complete; and
- e) All design documents, including all master CAD design files, sheet files, calculation files (including hand calculations, spreadsheet calculations, drainage input/output, quantities, etc.) and any other documentation related to the project design. The Architect will supply these documents in electronic format.

1.4 TASK 4 - BIDDING

The Architect will:

Bidding

1.4.1 Assist the City in the distribution of the bid documents to prospective bidders and the issuance of addenda (if any) following the City's prior approval.

1.4.2 Assist the City in obtaining bids, tabulating bids, preparing bid tabulation forms, and in awarding the contract for construction following the City's approval of the construction contract documents and of the latest detailed final cost estimate of the Project.

1.4.3 Assist the City in the issuance of addenda (if any), and in conducting the pre-bid conference with potential bidders. During the pre-bid conference, the Architect will describe the scope of work, answer pertinent questions of potential bidders and City staff, address requests for additional information and make all necessary clarifications and interpretations of the construction contract documents.

1.4.4 Assist the City in reviewing all bids, the Statement of Bidder's Qualifications, financial statements of bidders, lists of bidders' proposed subcontractors, and all other documents required to be submitted with the bids for responsiveness and for bid amount. Architect will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder, and their references. The City will provide copies of all of the bid documents to the Architect within one day from the date of receipt of bids and the Architect will prepare a report of its review and evaluation, and include a written recommendation for award within ten calendar days of receipt of the bid documents of the contract for construction, or other action as may be appropriate. The City will make the final decision on the award of the construction contract and the acceptance or rejection of bids. The Architect will provide technical

(but not legal) advice in bid protest situations. It is assumed that this Project will be bid as one Project and neither party anticipates that it will be necessary to re-bid the Project.

1.4.5 Have no authority to issue a Notice to Proceed to any Contractor.

1.4.6 Provide the City with two half size and two full size sets of conformed construction plans. Provide the Contractor with three half size and two full size sets of conformed construction plans at no additional cost to the City.

1.5 TASK 5 - CONSTRUCTION ADMINISTRATION

The Construction phase of this Project will commence with the award of the construction contract and will terminate when the Project is accepted by the City. During the construction phase of this project, the Architect will:

Construction Administration

1.5.1 Provide administration of the construction contract as set forth in the construction documents unless otherwise provided in this Agreement and incorporated in the construction contract documents. Architect will not pursue a course of conduct, which might jeopardize any of the City's rights hereunder. Minor deviations from the construction contract documents that do not affect the validity of performance bond(s) are permitted.

1.5.2 Be a representative but not an agent of the City during the construction phase, and advise and consult with the City and provide progress reports and advice to the City in writing; serve as the City's direct contact with the Contractor and forward the City's instructions to the Contractor unless (1) Architect is unavailable by telephonic communication or otherwise to issue instructions necessary for the proper progress and acceptance of work; (2) jeopardy to life and/or property exists; and/or (3) lack of instructions and/or unavailability of Architect will result in, in City's opinion, harm to City, in which case instructions may be forwarded directly to the Contractor by the City; have authority to act on behalf of the City only to the extent provided herein and in the construction contract documents unless otherwise modified by written instrument in accordance with Section 12.1. Any instructions issued directly by City to the Contractor will be promptly communicated to the Architect if the Architect was unavailable at the time of issuance of instructions.

1.5.3 Assist the City in conducting a pre-construction conference with the Contractor, members of City's staff, representatives of affected utility providers, and federal and state agencies having jurisdiction over the Project (including City inspectors) in order to establish construction schedules and to identify key representatives of the parties and lines of communication. The Architect will be responsible for providing an agenda and for keeping accurate minutes of this meeting. The Architect will distribute minutes to the interested parties within five calendar days of the

conference. The City will arrange for the location of the meeting.

1.5.4 Make on-site inspections and/or observations, of the Project at least monthly but not less than 24 times during the course of the Project or as requested by the City to ensure familiarity with the progress and quality of the work, to determine if the work is proceeding in acceptable conformance with the construction contract documents, and to review the work with the City's designated representatives. On the basis of such on-site inspections by the Architect, the Architect will keep the City informed of the progress and quality of the work through written status reports and through meetings with the City's representative; and will also be reasonably available to perform site visitations at the specific request of the City by the next business day after a request is made.

1.5.5 Conduct a monthly meeting with the City and other interested parties to review progress on the Project. The Architect will present a Project working day update, submittal log, RFI log, Change and Field Order log. The Architect will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.5.6 Not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors or any other persons performing any of the work, for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work, or for the failure of any of them to carry out the work in accordance with the construction contract documents unless such acts or omissions are due to the negligence of the Architect or are acts or omissions under the Architect's control. However, Architect will exercise its authority on behalf of City in accordance herewith and particularly during the construction phase so that all work performed by the Contractor results in a Project completed in accordance with the construction contract documents, and during any phase should the Architect become aware of the Contractor's utilization of means, methods, techniques, sequences and/or procedures of construction which, in Architect's opinion, will not result in completion of the Project in accordance with the construction contract documents; or which are unsafe, Architect will immediately inform the City and will take all necessary action which the Architect is authorized under this Agreement to take to correct the matter.

1.5.7 At all times have access to the work wherever it is in preparation or progress.

1.5.8 Determine the amounts owing to the Contractor based on its on-site professional inspections and on evaluations of the Contractor's applications for payment including comparisons of Contractor's monthly cost reports with its applications for payment, and will make recommendations for payment in these amounts, as provided in the construction contract documents, or take such other appropriate action which the Architect deems necessary.

1.5.9 Make recommendations for payment that constitute a representation by Architect to the City, based on the Architect's on-site inspections and/or observations as requested by the City as provided in subsection 1.5.10 and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in acceptable conformance with the construction contract documents (subject to an evaluation of the work for conformance with the construction contract documents upon substantial completion, subject to the results of any subsequent tests required by or performed under the construction contract documents, subject to minor deviations from the construction contract documents correctable prior to completion, and subject to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of the work, (2) directed construction means, methods, techniques, or sequences, (3) reviewed copies of requisitions received from Subcontractors and material suppliers, or (4) made any examination to ascertain how and for what purpose the Contractor has used the monies paid by the City.

1.5.10 Have authority to reject work which does not conform to the construction contract documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the proper implementation of the intent of the construction contract documents, and with the approval of the City, the Architect will have authority to require special inspection or testing of the work in accordance with the provisions of the construction contract documents, whether or not such work is then fabricated, installed or completed. The Architect will review the work and results of all testing laboratories as required by the construction contract documents.

1.5.11 Review and make all decisions regarding the approval or taking of other appropriate action upon the Contractor's submittals, including but not limited to, shop drawings, product data and samples, mock-ups, schedule of values and progress schedule for conformance with the information provided and the design concept expressed in the construction contract documents. Such action will be taken with reasonable promptness, but generally not to exceed 15 calendar days or such period of time as will not cause delay of the Project.

1.5.12 Prepare minor changes in the plans and specifications as directed by the City; and prepare necessary change orders in triplicate originals for approval by the City and execution in accordance with the construction contract documents. The Architect will not issue change orders not previously approved in writing by City, and no course of conduct on the part of Architect or City will amend, waive or alter this provision.

1.5.13 Answer all Requests for Information ("RFIs") from the Contractor, which may include technical questions, clarifications and interpretations of the construction contract documents.

1.5.14 Conduct professional inspections and/or observations as requested by the City to determine

the dates of substantial completion and final completion for the Project, to evaluate the work for acceptable conformance with the construction contract documents and in light of any subsequent tests performed as described in Subsection 1.5.9 to verify that any minor deviations from the construction contract documents as described in Subsection 1.5.9 have been corrected and that the reasons for any specific qualifications in any and all previous certificates for payment as described in Subsection 1.5.9 hereof are either no longer valid or the condition(s) and/or problem(s) have been corrected; will receive and review written warranties and related documents required by the construction contract documents and assembled by the Contractor; will issue final certificates for payment or take other appropriate action; and will make a written recommendation to the City regarding City's acceptance of the Project.

1.5.15 Require the submission by the Contractor, and subcontractors performing work on the Project site, of periodic wage rate payment reports and, with the City's assistance, verify compliance with federal and state wage rate requirements for the Project; and notice the City of any noncompliance, or of the failure by the Contractor or subcontractors to make submissions.

1.5.16 Prepare, or cause the Contractor to prepare, and submit to the City a set of reproducible record drawings showing significant changes in the work made during the construction phase. The Architect will submit two full-size hard copy record drawings to the City, as well as one CD containing electronic copies in PDF and CAD formats.

1.5.17 Ensure that all notices and signs required and provided by the City are posted in the appropriate locations at the Project site by the Contractor.

1.5.18 Conduct final inspection in accordance with the construction contract documents with the City and prepare a punch list for the Contractor's use prior to final acceptance by the City.

1.5.19 Prior to the end of the one year warranty period, review the completed Project with the City and the Contractor and have all deficient items corrected. The extent of the duties, responsibilities and limitations of authority of the Architect as the City's representative during construction will not be modified or extended after the construction contract documents have been authorized by the City to be competitively bid without written consent of the City and the Architect and with notice to the Contractor.)Construction Administration services provided more than sixty (60) days after the date of Final Completion will be considered additional services.

1.6 ADDITIONAL SERVICES/CHANGE OR DELAY IN SERVICES/PROJECT ASSUMPTIONS

1.6.1 The City may direct the Architect to perform services outside of the scope of the Basic Services described in Sections 1.1 through 1.5.19 above. The Architect will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional

services. The following services are not anticipated at this time and, if added at the City's request, are specifically considered to be additional services:

Architectural

- a) Kitchen and food vending equipment procurement;
- b) Furniture and office equipment procurement;
- c) Professional models and renderings produced outside the basic services for this Project;
- d) Preparation or assistance with the preparation of multiple bid packages;
- e) Full time on site construction inspection/observation;

Environmental or hazardous materials conditions/issues

- f) Design for LEED certification;
- g) Preparation of Signage/Graphic Design;

Civil

- h) Participation in zoning modification(s), including street abandonments, easements, SUPs and PDs;
- i) Environmental or hazardous materials conditions/issues;
- j) Off site utilities;
- k) Off site underground storm drainage engineering;
- l) Storm water pollutant prevention plan (SWPPP) which is to be performed by the construction contractor;
- m) Property plat;
- n) Floodplain studies or floodplain reclamation studies;

Mechanical, Plumbing and Electrical

- o) Building utility bill estimates;
- p) Technology design and documentation; and
- q) Acoustical design and documentation;
- r) Advanced Audio / visual systems
- s) Advanced Building security systems

Environment Assessment Survey

- t) Phase II and Phase III assessment of the Project site.

1.6.2 Each material change (deletion or addition) in the services to be provided by Architect must be authorized by the City on the Authorization of Change in Services form attached to this

Agreement as Attachment A. Compensation for additional services will be in addition to that specified for Basic Services in accordance with Article 15 of this Agreement. The approval of the City's governing body is necessary for all additional services the compensation for which exceeds \$50,000.00.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information to the Architect regarding the City's requirements for the Architect's services under this Agreement. The City will furnish the Architect with copies of data and information in the City's possession needed by the Architect at the Architect's request.

2.2 Designate Oscar Hairell, Facility/Operations Manager as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Architect and promptly render responses to the Architect on issues requiring a decision by the City. The City will endeavor to provide written comments to the Architect within fourteen (14) calendar days of the receipt of a request pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services.

2.3 Provide access to and make all necessary provisions for the Architect to enter public and private property as required for the Architect to perform its services under this Agreement.

2.4 Be responsible for the printing and binding of all construction contract manuals.

2.5 Furnish laboratory materials testing/inspections (during construction).

2.6 Bear all other costs incidental to this Article.

ARTICLE 3 CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The construction cost will be the total cost or estimated cost to the City of all elements of the Project designed or specified by the Architect. The City will not increase or decrease the overall size of the building more or less than 500 SF without modifying the agreement of the Architect to a corresponding change in the project scope, quality, and / or professional service fees.

3.1.2 The construction cost will include at current market rates, including a reasonable allowance

for overhead and profit, the cost of any equipment which has been designed, specified, selected or specially provided for by the Architect, except that used materials and equipment will be included as if purchased new for the Project.

3.1.3 Construction cost does not include the compensation of the Architect and the Architect's consultants, or other costs which are the responsibility of the City as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the City's Project budget and detailed cost estimates, if any, prepared by the Architect, will represent the Architect's best judgment as a design professional familiar with the construction industry.

3.2.2 A fixed limit of construction cost for this Project will be established by the City's representative after consulting with the Architect. The Architect will be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, and types of construction are to be included in the construction contract documents, to make reasonable adjustments in the scope of the Project and to include in the construction contract documents alternate bids to adjust the construction cost to the fixed limit. The fixed limit of construction cost may be increased by the City.

3.2.3 If the lowest bona fide bid exceeds the Architect's most recent approved cost estimate established as a condition of this Agreement, the City will (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding of the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality to reduce the construction cost. During the development of the Project through the phases described by Article 1 of this Agreement and prior to the City's final approval of construction contract documents, the Architect will monitor the established probable construction cost in relation to the established fixed limit. If at any time the Architect's estimate of the cost of the work exceeds the City's budget, the Architect will make appropriate recommendations to adjust the project's size, quality or budget, and the City will cooperate with the Architect in making such adjustments. If necessary, the Architect will implement construction cost savings measures or otherwise endeavor to limit probable construction cost to the level of available funds set by the City.

ARTICLE 4 REIMBURSABLE EXPENSES

4.1 Reimbursable expenses, including such things as expenses for plotting, reproduction of documents except bid documents, auto travel mileage, delivery charges, long distance communications, freight, and state accessibility review are included in the Architect's basic services compensation.

**ARTICLE 5
PAYMENTS TO THE ARCHITECT**

5.1 PAYMENTS FOR BASIC SERVICES

The City will pay the Architect for Basic Services on a monthly basis. The City will make payment after receiving the Architect's completed payment requisitions and invoices that show direct and indirect labor costs, expenses for materials and supplies and other reimbursable expenses, if applicable. The Architect will base the amounts of its invoices upon the extent of work completed by the Architect on an hourly basis within each phase of services, in accordance with Article 15 of this Agreement, less any disputed amounts, pending resolution thereof.

5.2 PAYMENTS FOR ADDITIONAL SERVICES

The City will pay the Architect for Additional Services as defined in Section 1.6 monthly upon presentation of the Architect's statement of services rendered or expenses incurred, less any disputed amounts, pending resolution thereof and an Authorization of Change in Services form executed by the Architect and the City.

5.3 TAXES

The Architect will not include Federal taxes or State of Texas limited sales excise and use taxes in its invoices or vouchers and statement of costs. The City is exempt from payment of such taxes and the Architect may retrieve a resale certificate for use on this Project from the State of Texas Comptroller's website.

**ARTICLE 6
ARCHITECT'S RECORDS**

6.1 The Architect will keep all of its expense records on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

6.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Architect which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

6.3 The Architect will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement. Information provided pursuant to this subsection will be held in strict confidence to the extent permitted by applicable law.

**ARTICLE 7
OWNERSHIP AND USE OF DOCUMENTS**

7.1 All documents prepared by the Architect in connection with this Agreement are the property of the City whether any project related to this Agreement is executed or not. The City agrees such documents are not intended or represented to be suitable for reuse for another project by the City or others. Any such reuse by the City or those who obtained said documents from the City without written verification or adaptation by the Architect will be without liability or legal exposure to the Architect.

7.2 The Architect will retain all of its records and supporting documentation related to this Agreement, and not delivered to the City, for a period of three years except in the event that the Architect goes out of business during that period, it will turn over to the City, all of its records relating to the Project for retention by the City.

7.3 As applicable, the Architect will pay all license fees, royalties, and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed project.

**ARTICLE 8
TERM; TERMINATION OF AGREEMENT**

8.1 The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Architect's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 8.2 or 8.3 below. The Project is anticipated to be completed in accordance with the following schedule:

Task 1	3 weeks from the effective date of the Agreement
Task 2	4 weeks from the completion of Task 1
Task 3	13 weeks from the completion of Task 2
Total Design	20 weeks from the effective date of the Agreement
Task 4 Bidding	4 weeks from completion of Task 3
Task 5 Construction Administration	9 months from the award of construction contract

The terms of this Agreement will remain in full force and effect and the Architect is responsible for all work included in this Agreement until the associated construction Project has been completed by the Contractor and accepted by the City except for the work detailed in Subsection 1.5.19 of this Agreement. The Architect's responsibility for work included in Subsection 1.5.19 will survive the expiration of this Agreement until such time that the specified warranty period for this Project is complete in accordance with the construction contract.

8.2 This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Architect will provide the City with at least a 30 calendar day period of opportunity to cure before the Architect initiates termination.

8.3 The City may terminate this Agreement for convenience and without cause with at least 15 calendar days prior written notice to the Architect.

8.4 In the event of termination as provided in this Article, the Architect will immediately discontinue any and all services under the Agreement upon the City's request. The City will compensate the Architect for all services performed to termination date, which the City deems to be in accordance with this Agreement. The City will pay this amount upon the Architect's delivering to the City all information and materials developed or accumulated by the Architect in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 9 INSURANCE AND INDEMNITY

9.1 The Architect will indemnify hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts or omissions of the Architect, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Architect and/or its agents and/or employees. This obligation by Architect will not be limited because of the specification of any particular insurance coverage in this Agreement

9.2 The Architect will procure and maintain at Architect's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Architect or Architect's agents, subcontractors or employees. Before commencing the work, the Architect will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Architect has complied with this paragraph. All certificates will provide that the policy will not be reduced by endorsement or canceled until at least 30 calendar days written notice has been given to the City. Failure of the Architect to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Architect to identify a deficiency from the evidence that is provided as proof of

insurance will not be construed as a waiver of the Architect's obligation to maintain the required insurance coverage specified herein. Commercial general liability insurance and motor vehicle insurance will be written with the City of San Marcos, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance and/or Employer's Liability: In accordance with the provisions of the Workers' Compensation Act of the State of Texas and/or \$500,000.00/\$500,000.00 for Employer's Liability.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000.00 in the aggregate, , providing coverage for, but not limited to, bodily injury and property damage, premises/operations, products/completed operations, independent Architects as applicable (2) Business Motor Vehicle liability insurance (standard ISO version) in an amount not less than \$1,000,000 per occurrence (3) professional liability coverage to cover lawful claims arising in connection with the Project in the combined single limit amount of at least \$1,000,000.00 as applicable.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Architect's indemnity obligation, and it will be the Architect's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Architect from compliance with these requirements.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

10.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

10.3 The Architect will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

10.4 The Architect hereby affirms that Architect and Architect’s firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code will not be considered as a valuable gift for the purposes of this Agreement. The Architect further agrees that none of its paid personnel will be employees of the City or have any contractual relationship with the City. All activities, investigations, and other efforts made by Architect pursuant to the Agreement will be conducted by employees, associates, or independent contractors of the Architect.

10.5 In performing the services required under this Agreement, the Architect will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Architect agrees not to engage in employment practices that have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Architect of the Agreement.

10.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.

10.7 Should any provision in this Agreement be found or deemed invalid, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

10.8 The City will have the right to declare the Architect in breach of the Agreement for cause when the City determines that this Agreement has not been performed in accordance with its written terms and conditions. Should the City fail to perform its necessary responsibilities to advance the Project or fail to make payments to the Architect, the Architect will have the right to declare the City in breach of the Agreement for cause upon written notice to the City.

10.9 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and this Agreement does not create rights in third parties.

10.10 In performing all services under this Agreement, the Architect, its subcontractors, successors and assigns will comply with all local, state and federal laws.

10.11 The City’s execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under applicable law. The

parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

10.12 The City of San Marcos is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Architect will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City. Upon receipt of a request for information under the Act, the City will immediately notify the Consultant of the request, and it will be the responsibility of the Architect to object, within ten days of the City’s receipt of the request, to the Texas Attorney General by way of a written request with a copy to the City. If the Architect fails to submit a letter to the Attorney General within ten days of the City’s receipt of a request for information, the City will release the information in accordance with the Act.

10.13 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

10.14 As applicable to this Project, the Architect understands that funds for the payment for work performed by the Architect under the Agreement have been provided through the City’s budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into the Agreement only to the extent such funds are made available. The Architect acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of the Agreement in any fiscal year other than the year in which the Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

10.15 The work to be performed under this Agreement will be performed entirely at the Architect’s risk. The Architect will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this Agreement. The Architect will take all reasonable precautions for the safety of and will provide all reasonable protection to prevent damage, injury, or loss to employees, the work, the endangered species, or the property affected by this contract. All damage or loss to any property caused in whole or in part by the Architect, any of its subconsultants, or anyone directly or indirectly employed by any of them will be remedied by the Architect.

10.16 In the event that the performance by either the City or the Architect of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

10.17 In the event of a default or breach of this Agreement by the Architect, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Architect will not waive the City's ability to enforce the Agreement after that time.

10.18 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and the Agreement will not give rise to any rights in third parties.

10.19 If applicable, the Architect will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed Project.

10.20 It is expressly agreed that the Architect is an independent contractor and not an employee, agent partner or joint venturer with the City. The Architect will not pledge or attempt to pledge the credit of the City.

10.21 It is the City's intent to be proactive with regard to the environment. The City encourages "value" purchasing of environmentally friendly products. The Architect is encouraged to identify and utilize green solutions in performing any services under the Agreement, as appropriate.

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

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512/ 305.9000

10.23 The Architect's attention is called to the fact that pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. All Architects, their subconsultants and employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all City parks and the grounds outside of any City building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate this Agreement for noncompliance with this ordinance.

ARTICLE 11 SUCCESSORS AND ASSIGNS

11.1 The City and the Architect, respectively, bind themselves, their partners, successors,
BRW – San Marcos Fire Station No.4

assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Architect will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

11.2 The Architect will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

ARTICLE 12 EXTENT OF AGREEMENT

12.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Architect and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Architect regarding the intent of this Agreement, both parties agree that they will construe this Agreement in a manner consistent with the City's Request for Proposals, the Architect's proposal response and the public record of the City Council's approval of this agreement as applicable. The Architect's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. This Agreement may be amended only by written instrument, which must be signed by both the City and the Architect. The San Marcos City Council must approve any such authorization of change in services or amendment the compensation for which exceeds \$50,000.00.

12.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

12.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

ARTICLE 13 OTHER DUTIES AS SET FORTH IN THE CONSTRUCTION DOCUMENTS

13.1 Architect will have such other duties, responsibilities and limitations of authority as agreed to by Architect in writing and as are set forth in the construction contract documents for the Project. However in the event of conflict, dispute, or discrepancy between the provisions of this Agreement and the construction contract documents, the more restrictive and/or burdensome with respect to the Architect's role and responsibility will govern and control.

**ARTICLE 14
NOTICES**

14.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

City Manager
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666
Fax: 512-396-4656

To the Architect:

BRW Architects Inc.
Attn: Ray Holliday
2700 Earl Rudder Frwy. S. Ste. 4000
College Station, Texas 77845
Fax: 979-694-8293

**ARTICLE 15
BASIS OF COMPENSATION**

15.1 The City will compensate the Architect, in accordance with Article 5, Payments to the Architect, and the other terms and conditions of this Agreement, as follows:

15.2 The total of all fees and expenses to be paid to the Architect for Basic Services as described in Sections 1.1 through 1.5 (which includes reimbursable expenses) will not exceed \$358,800.00. This compensation is divided among the Basic Services and Reimbursable Expenses as follows:

TASK 1 – PROJECT MANAGEMENT & SCHEMATIC DESIGN	\$ 64,360.00
SURVEY, BOUNDARY & TOPOGRAPHIC	\$ 10,000.00
GEOTECHNICAL REPORT	\$ 8,000.00
ENVIRONMENTAL ASSESMENT – PHASE I	\$ 5,000.00
 TASK 2 – DESIGN DEVELOPMENT	 \$ 48,270.00
 TASK 3 – FINAL DESIGN (CONSTRUCTION DOCUMENTS)	 \$ 128,720.00
 TASK 4 - BIDDING	 \$ 16,090.00
 TASK 5 – CONSTRUCTION ADMINISTRATION	 \$ 64,360.00
 REIMBURSABLES	 <u>\$ 14,000.00</u>
 TOTAL FEE:	 \$ 358,800.00

15.3 Compensation for Basic Services and for Additional Services of the Architect will be computed based on the Architect's standard hourly rates:

Administrative Staff	\$ 70.00 per hour
Architectural Intern II	\$ 75.00 per hour
Architectural Intern I	\$ 90.00 per hour
Architect	\$ 120.00 per hour
Project Architect	\$ 140.00 per hour
Project Manager	\$ 175.00 per hour
Project Director	\$ 200.00 per hour
Project Principal	\$ 240.00 per hour

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of San Marcos

Brown Reynolds Watford Architects, Inc.

By: _____
 Jared Miller, P.E, City Manager

By: _____
 Mark E. Watford, FAIA, Principal

Date: _____

Date: _____

Attest:

Attest:

By: _____
 (Signature)

By: _____
 (Signature)

 (Printed or typed name)

 (Printed or typed name)

 (Title)

 (Title)

ATTACHMENT A

**AUTHORIZATION OF CHANGE IN SERVICES
CITY OF SAN MARCOS, TEXAS**

PROJECT: San Marcos Fire Station No. 4 Project

ARCHITECT: Brown Reynolds Watford Architects, Inc.

AUTHORIZATION NO.:

ORIGINAL CONTRACT DATE:

DATE OF CHANGE:

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Previous contract amount: \$ _____
Net increase/decrease in contract amount: \$ _____
Revised contract amount: \$ _____

Requested by:

Brown Reynolds Watford Architects, Inc.

By: _____

Date: _____

Printed name, title

Approved by:

City of San Marcos:

Date: _____

By: _____
Jared Miller, P.E., City Manager