

Owner-Architect Agreement

Hutchins Pavilion

Proposal

PROJECT: HUTCHINS PAVILION
Hutchins, Texas

OWNER: CITY OF HUTCHINS
321 North Main Street
Hutchins, Texas 75141

ARCHITECT: RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 West Main Street, Suite #200
Garland, Texas 75040

DATE: November 6, 2023

PROJECT DESCRIPTION: The Project involves designing a new 60'x60' multipurpose pavilion.

PROJECT BUDGET: To be determined

OWNER PROVIDED INFORMATION: The Owner will be responsible for providing the following:

- Property survey (boundary, utilities, & topographic information)
- Geotechnical report

BASIC ARCHITECTURAL SERVICES: This Agreement includes the services normally considered to basic architectural services. These services will include the services of the Architect and the usual and customary structural, mechanical, electrical, plumbing engineering services.

Basic architectural services will include the following Phases of work:

- Design Phase
- Construction Documents Phase
- Bidding/Procurement Phase
- Construction Administration Phase

Design Phase: The Architect shall review the Architectural Design Program and data and other information furnished by the Owner. The Architect shall evaluate the Owner's program, schedule, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner's Architectural Design Program to develop design concepts for the Project. Design Documents

shall consist of drawings and other documents including floor plans, site plan, and, if appropriate, preliminary sections and elevations. Documents may include some combination of perspective sketches, or digital representations. During the Design Phase the Architect will also make preliminary selections for building materials and building systems. Diagrammatic layouts of structural, mechanical, electrical, and plumbing systems may also be included.

Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Construction Documents Phase: Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and/or the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

At the completion of the Construction Documents Phase, the Architect will register the project with the State of Texas and submit the final construction documents to a Registered Accessibility Specialist for review.

The CD's will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements
- Construct the Project

Bidding/Procurement Phase: The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding construction contracts. During this phase the Architect will:

- Provide copies of the Construction Documents to the Owner, contractors, and/or the construction manager
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the Owner in receiving bids or proposals

Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall at all times have access to the Work wherever it is in preparation or progress and shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the

Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

During the Construction Administration Phase, the Architect will:

- Participate in a Preconstruction Conference
- Review and process submittals
- Review, process, and answer contractor generated Requests for Information (RFIs)
- Prepare and issue Architectural Supplement Instructions (ASIs)
- Attend construction progress meetings
- Make job site visits to observe the progress
- Report to the Owner via field reports and progress photos
- Assist in preparing a punch list

The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

SUPPLEMENTAL SERVICES: All Supplemental Services must be authorized by Owner prior to the service being performed. Supplemental services include:

- Civil engineering services
- Landscape Architecture services

ADDITIONAL SERVICES: All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

- Changing and/or modifying previously approved drawings.
- Preparing drawings, documents, and applications for approvals relating to land-use permits and/or zoning cases
- Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
- Services of any consultants not included and identified in either Basic or Supplemental Services

- Budget analysis
- Platting or Surveys
- Environmental studies (Soils, Hazardous Materials, etc.)
- Coordination of separate Contractors or independent Consultant
- Detailed construction cost estimates
- Inventories of materials or equipment
- Preparation of measured drawings for existing conditions
- Preparation of "Record or As-built Documents"
- Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders

COMPENSATION:

Basic Architectural Services of the Architect & Engineers: Compensation for Basic Services shall be a fixed fee as follows:

Services of the Architect:	\$11,750
Services of the Structural Engineer:	\$2,500
<u>Services of the Electrical Engineer:</u>	<u>\$3,500</u>
Total Architectural & Engineering Fee:	\$17,750

Supplemental Services: Compensation for civil engineering and landscape architecture services shall be negotiated fee for the work to be performed. Compensation shall include the amount invoiced to the Architect plus ten percent (10%).

Additional Services: Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed. Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES: The hourly billing rates for services of the Architect and the Architect's employees are set forth below.

Principal Time:	\$150.00/hour
Senior Architect:	\$125.00/hour
Interior Designer:	\$125.00/hour
Project Manager:	\$115.00/hour
Interns/Technical:	\$90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

COMPENSATION BY PHASES: The proportion of compensation for each phase of services shall be as follows:

Design Phase.....	Thirty-Five percent	(35%)
Construction Documents Phase.....	Forty percent	(40%)
Bidding/Procurement Phase.....	Five percent	(5%)
Construction Phase.....	Twenty percent	(20%)

Total Basic Compensation.....One Hundred percent (100%)

REIMBURSABLE EXPENSES: Reimbursable expenses incurred by the Architect and the Architect's consultants (printing, plotting, renderings and artwork by graphic artists, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.

PROGRESS PAYMENTS: Monthly invoices will be sent for the amount of work completed in the prior month. The Architect shall submit, on or about the last day of each month, an invoice for Basic Services, Reimbursable Expenses, Supplemental Services, and Additional Services for the work completed to date. Payments shall be made to the Architect within thirty (30) days from the date of the invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, other sums withheld on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

Progress payments for each phase of Basic Services shall be calculated by multiplying the percentage of completion by the percentages identified in "Compensation by Phases" by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

If portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

INSURANCE: Architect shall maintain the following insurance coverages:

- Workers' compensation insurance in accordance with applicable law.
- Commercial general liability insurance insuring against any and all claims for bodily injury and property damage occurring in, or about the Project arising out of the Architect's negligent acts. Such insurance shall have be in the minimum amount of one million dollars (\$1,000,000) per occurrence.
- Business and auto liability coverage insuring bodily injury and property damage with a combined single limit of \$1,000,000 per accident for company owned, non-owned and hired vehicles.
- Professional liability (Errors & Omissions) insurance in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

INITIAL PAYMENT: n/a

MISCELLANEOUS PROVISIONS:

Architect's Accounting Records: Architect's accounting records related to reimbursable expenses, hourly services, supplemental services, and/or additional services shall be available for review by the Owner upon request.

Termination, Suspension, or Abandonment: This Agreement can be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.

Ownership and Use of Documents: All documents prepared by the Architect shall remain the property of the Architect.

Standard of Care: Architect shall perform its services under the Agreement in accordance with the standard of professional skill

and care expected of architectural firms practicing in the geographic area in which the Project is located and experienced in the design and construction of projects similar in scope and size to the Project.

Mediation: Upon written consent of both parties, claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement may be subject to and decided by mediation.

Request for mediation shall be made within a reasonable time after the claim, dispute, or matter in question has arisen. In no event shall the request be made after the date when institution of legal or equitable proceedings based on the matter in question would be barred by any applicable statutes of limitations. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

Successors and Assigns: The Owner and the Architect, respectively, bind themselves, their partners, successors, 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. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.



Ron Hobbs, AIA - Managing Partner

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP

City of Hutchins, Texas