



# AIA Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Town of Prosper Fire Station No. 4  
Prosper, TX  
BRW Project No.: 221110.00

**AGREEMENT INFORMATION:**  
Date: November 1, 2021

**AMENDMENT INFORMATION:**  
Amendment Number: 01  
Date: May 17, 2024

**OWNER:** *(name and address)*  
Town of Prosper  
250 W. Main St.  
P.O. Box 307  
Prosper, TX 75078

**ARCHITECT:** *(name and address)*  
Brown Reynolds Watford Architects,  
Inc.  
3535 Travis Street, Suite 250  
Dallas, TX 75204

The Owner and Architect amend the Agreement as follows:  
Basic Services

- Review, Revise and Reissue per Current Town Code - Architectural design.
  - Review, Revise and Reissue per Current Town Code - Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
  - Review, Revise and Reissue per Current Town Code - Selection and specification of kitchen and laundry equipment.
  - Review, Revise and Reissue per Current Town Code - Site signage, building signage and interior room signage.
  - Review, Revise and Reissue per Current Town Code - Structural engineering, including a Structured slab foundation and structural framing design. Cold-formed framing shall be a performance specification.
  - Review, Revise and Reissue per Current Town Code - Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. Fire sprinkler and fire alarm system shall be a performance specification.
  - Anticipated submittals and Owner review meetings as shown below.
    - o 50% Construction Documents
    - o 95% Construction Documents
    - o 100% Construction Documents (no Owner review meeting)
  - Compliance with applicable codes and ordinances, including a pre-development meeting with Town departments related to site and building development.
  - Review, Revise and Reissue per Current Town Code - Storm shelter design
    - o Architectural, Structural, MEP, Civil and Landscape design.
  - Review, Revise and Reissue per Current Town Code - Video Surveillance and Access Control systems
    - o Develop a security program with all appropriate parties for the video surveillance and access control systems.
    - o Design these systems based on the input and direction from the development team, project operations, and Owner’s security staff, and past project experience.
- (Exclusion: This work does not include “security consulting,” which is normally taken to include review of criminal activity in the project vicinity, security staffing studies, and threat assessment studies, etc.)
- Video Surveillance systems
- o Develop the video surveillance system that meets the security program and allows monitoring of the cameras and recording of the images. surveillance at appropriate.
  - o Identification, location, and interconnection of exterior and interior cameras at designated sensitive points throughout the facility and site.
- Access Control systems
- o Develop an access control system that meets the security program and allows monitoring and control the facility as coordinated with the architectural design elements.
- Review, Revise and Reissue per Current Town Code - Structured cabling
    - o Design a structured cabling (telephone/data) and cable TV system that will extend throughout the facility.
    - o Locate and layout the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room (excludes data center design).
    - o Confirm the quantity, type and location of outlets and wireless access points throughout the facility

- o Prepare construction documents and technical specifications.
- o Exclusions: This work does not include design and specification of networking electronics (i.e., switches, routers, wireless access points, hubs, etc.) for communication and computer hardware.
- Review, Revise and Reissue per Current Town Code - Audio Visual systems
  - o Provide functional one-line drawings and conduit distribution requirements for the technical systems showing interconnection of equipment.
  - o Provide infrastructure, power, and HVAC requirements for each of the systems.
  - o Work with the Owner and Architect for the integration of the required system components into the architectural and interior design.
  - o Prepare construction documents and technical specifications for the sound and AV systems equipment and installation techniques.
- Review, Revise and Reissue per Current Town Code - Radio and Alerting Systems infrastructure assistance
  - o Through a design-build effort with the Town's vendor, design the conduit infrastructure associated with the radio system, as coordinated with the architectural and interior design.
  - o Coordinate power requirements for each system based on information from the Town's vendor.
  - o Prepare construction documents defining the conduit infrastructure.
- BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees are included in the reimbursable expense allowance.
- The design team will provide (see below) a minimum number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.
  - o Architect 2 times per month, plus as needed for architect/engineer to resolve field conditions
  - o Civil Engineer 3 times total
  - o Landscape Architect 3 times total
  - o Structural Engineer 3 times total
  - o MEP/IT/AV Engineer 6 times total
  - o Security Consultant 4 times total
- Record Documents reflecting contract changes from accepted contingency expenditures or change orders. The Contractor shall provide digital scans of the Contractor's field-set construction documents and specifications reflecting field changes. Incorporating the Contractor's field changes into the contract documents shall be an Additional Service.
- Return of Contractor RFIs and submittals within 14 calendar days
- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original Construction Contract.
- Town Council meetings as appropriate.

**Additional Services –**

- IECC systems commissioning
  - o Provide required commissioning activities as described in Section C408 of the IECC which in general requires commissioning for mechanical systems, service water heating systems, lighting systems, and associated automatic controls.
  - o Develop System Readiness Checklist for the systems outlined below. Contractor shall review each item on the checklist and verify that it has been completed. Each piece of equipment will have its own specific checklist. All documentation is to be prepared and filled out by the Contractor. Contractor shall be ready and provide equipment specific technicians to conduct the required tests for engineer to witness.
  - o Review Start-up Checklist and ensure contractor has completed all necessary manufacturer requirements.
  - o Develop Functional Performance Tests for the systems outlined below. These series of tests will require the equipment to be fully tested versus the performance requirements of the design. The system will be tested under normal and emergency situations.
  - o Develop and maintain Corrective Actions Log based on errors found in construction and/or during testing of equipment. Provide final report outlining issues and outstanding items
- Furniture selection (Architect will provide a generic furniture plan as a Basic Service for locating electrical connections).
  - o Selection of a single furniture manufacturer/dealer with pre-negotiated government costs through a process of showroom tours, preparing a Request for Proposals, and evaluating up to three (3) manufacturer proposals.

- o The manufacturer's dealer will make recommendations for all systems furniture, case goods, chairs and storage units for the Owner's review and approval. The Architect will make recommendations for the furniture finishes that are compatible with the interior design.
- o Upon the Owner's approval of the furniture selections and finishes, the furniture dealer will prepare construction documents and a cost estimate of the furniture and installation based on their pre-negotiated government rates.
- o The Owner will coordinate all required procurement and installation, including a furniture punch list of deficient items at the installation completion.

#### Owner-Provided Design Services

The Owner or the Owner's vendors or consultants shall furnish the following design services or building systems or authorize the Architect to furnish them as Optional Services, when such services are required to complete the project or desired by the Owner.

- Storm shelter 3rd party design review including:
  - Review of architectural, structural, mechanical, electrical, and plumbing construction documents for code compliance at 50% CD, 95% CD and 100% CD phases.
  - Written report listing items not incorporated into the documents at the end of each review.
  - Letter of compliance at the completion of design.
- Laboratory construction materials testing / inspections during construction.
- Site environmental surveys, assessments, and remediation.
- International Energy Conservation Code, Section C408 required building commissioning
- Property zoning Special Use Permits (SUPs), if required.
- Off-site, public right-of-way improvements, including road and water utilities design.
- Traffic studies and traffic signals.
- Fueling and canopy systems design.
- Computer, telephone, communication, UPS, radio, alerting, antenna and public-address systems design, equipment selection and procurement. (Architect shall provide electrical power and empty conduit as directed by the Owner).
- Furniture, office equipment, fitness equipment, and fire equipment selection and procurement, including, but limited to, an extractor, SCBA filling station, and air compressor.

#### CM at Risk Provided Services

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

- Pre-construction cost estimates as a minimum at 50% CD and 95% CD phases.
- Storm water pollution prevention plan (SWPPP).
- If required by the Owner, Record Drawings consisting of field changes from the CMaR's field set of drawings and specifications drawn into the digital contract documents.

#### Exclusions from Architect's Services

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

- Off-site engineering.
- Subsurface utility engineering (SUE).
- Underfloor and building perimeter drainage systems.
- Trench safety design.
- Retaining wall design over three feet (3') high.
- Historical cultural resources assessment.
- Waters of the United States delineation and threatened and endangered species habitat assessment.
- Fountain design.
- Glass curtainwall consulting.
- Building envelope (waterproofing) consulting.
- Food service consulting.
- Free-standing radio antennas & towers, other than building mounted antennas
- Leadership in Energy and Environmental Design (LEED) registration and certification.
- Energy modeling, utility bill estimates and life cycle cost analysis (LCCA).
- Data Center design.

- Coordination of artwork.
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Photo-quality architectural renderings and architectural models, beyond our in-house renderings.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than Town Council meetings.

The Architect's compensation and schedule shall be adjusted as follows:

<b>Compensation Adjustment:</b>	
<b>ORIGINAL CONTRACT TOTAL</b>	<b>\$608,380.00</b>
<b>ORIGINAL CONTRACT TOTAL BILLED</b>	<b>\$485,214.76</b>
<b>Remove Discontinued Scope:</b>	
<b>Construction Administration</b>	<b>(\$99,224.00)</b>
<b>Civil Engineering (and Plat)</b>	<b>(\$ 3,550.00)</b>
<b>Landscape Architecture and Irrigation Design</b>	<b>(\$ 1,650.00)</b>
<b>Structural Slab (if required by soils report)</b>	<b>(\$ 5,000.00)</b>
<b>Basic IECC Minimum Commissioning</b>	<b>(\$ 6,800.00)</b>
<b>Total Reimbursable Expenses</b>	<b>(\$ 6,941.24)</b>

**AMENDMENT 1**

<b>Basic Services</b>		
<b>Construction Documents</b>	<b>36%</b>	<b>\$163,967.40</b>
<b>Bidding</b>	<b>12%</b>	<b>\$ 54,655.80</b>
<b>Construction Administration</b>	<b>52%</b>	<b>\$236,841.80</b>

**Total Reimbursable Expenses** **\$ 10,000.00**

**AMENDMENT 1 TOTAL** **\$465,465.00**

**NEW CONTRACT TOTAL** **\$950,679.76**

**Schedule Adjustment:**  
N/A

**SIGNATURES:**

**Brown Reynolds Watford Architects,  
Inc.**

**ARCHITECT (Firm name)**



**SIGNATURE**

**Fred Clifford, AIA Principal**

**PRINTED NAME AND TITLE**

**DATE**

**Town of Prosper**

**OWNER (Firm name)**

**SIGNATURE**

**Mario Canizares, Town Manager**

**PRINTED NAME AND TITLE**

**DATE**