



BWM GROUP

PLANNING | LANDSCAPE ARCHITECTURE | ARCHITECTURE

Project #12129.01

A PROFESSIONAL SERVICES AGREEMENT

for Architectural Services

Date of Issuance: February 12, 2013
Assigned BWM Group Agreement # 12129.01

This agreement is by and between:

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION

Mary Poché
203 West Main Street, Suite E
Pflugerville, TX 78691
(hereinafter referred to as the Client)

and

BWMGROUP, LP,
planners | landscape architects | architects
102 E. Main, Suite 200,
Round Rock, Texas 78664
o-512.238.8912
f-512.238.8913
(hereinafter referred to as the Architect)

for the

Pflugerville Community Development Corporation Offices

Pflugerville Renewable Resources Park
Pflugerville, Texas
(hereinafter referred to as the Project)

Attachments

The following Attachments are incorporated in and made a part of this Agreement:

- "A" Scope of Services
- "B" Fee Schedule

SCOPE OF SERVICES

The scope of services to be provided by the Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Attachment "A."*

COMPENSATION

Compensation for Architectural Services performed under this Agreement shall be a stipulated sum as outlined in *Attachment "B"* plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Attachment "B"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

ARTICLE 1

Architectural Services

1.1 Standard of Care

The Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

The scope of professional services to be provided under this agreement is detailed in *Attachment "A."*

1.3 Supplemental Services

Supplemental Services are detailed in *Attachment "A."* Supplemental Services" are beyond the scope of the basic scope of professional services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis stated in *Attachment "B"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.

ARTICLE 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the construction industry and are provided only to

assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Architect in a timely manner so as not to delay the performance of the professional services proposed herein.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

ARTICLE 3

Not Used

ARTICLE 4

Compensation

4.1 Compensation for the Architectural Services performed under this Agreement shall be the stipulated sum indicated in *Attachment "A"* plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures for the Project made by the Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 10 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar direct Project-related expenditures.

4.3 Monthly payments to the Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 15 days from the date of the Architect's invoice. Invoiced amounts unpaid 30 days after the invoice date shall be deemed overdue and shall accrue 1.45% interest per month. At the Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Architect the Scope of Services to be provided under this Agreement has not been completed within *6 months* of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

ARTICLE 5 Indemnification

5.1 Client and Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Architect, they shall be borne by each party in proportion to its negligence.

ARTICLE 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 7 Suspension/Termination

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

ARTICLE 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a



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writing signed by both the Client and the Architect.

Approval and Acceptance

This agreement is approved and accepted by the Client and Architect upon both party's signing and dating the Agreement, and returning a signed and dated original to the Architect. The effective date of the Agreement shall be the last date entered below.

Respectfully submitted,

BWMGroup, L.P.

By its general partner,

BWM GROUP MANAGEMENT, L.L.C.

David Rothenberg
Authorized Representative

Accepted: _____ Date: _____
Authorized Representative

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

ATTACHMENT A: SCOPE OF SERVICES

1.1 SCOPE OF SERVICES

Approach Statement

The purpose is to provide professional design services for tenant improvements in approximately 2,000 s.f. within the Community Impact Corporate Offices, currently under design. Drawings required for permit and construction shall be provided, including mechanical, electrical, and plumbing engineering.

Schematic Design Phase/ Programming

Based on the Client's layout, schedule and budget requirements, the Architect shall prepare, for approval by the Client, Schematic Design Documents consisting of drawings and other documents to generally describe the size and character of the Project.

- Programming
 - Meet with client to understand requirements
 - Develop program of required elements and allocate areas required
- Concept Floor Plans
 - Overall plans showing arrangement of rooms and fixed building elements
 - Room Sizes Labeled
 - Identify sizes in square feet of proposed improvements
 - Up to three revisions included

Design Development and Construction Documents Phase

Based on the drawings provided by the building Owner, the Architect shall prepare, for approval by the Client, Construction Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, interior design, materials and such other elements as may be appropriate. The Architect shall prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the pricing and contracting for the construction of the Project.

- Floor Plans
 - Internal and external dimensions for "hard fix";
 - Floor, slab, and level elevations;
 - Typical door types;
 - Typical partition types;
 - Building core element well worked out with dimensions:
 - Equipment and built-in furniture items-indication only and keyed to design requirements
- Detail Plans
 - Sections
 - Details
 - Interior Elevations
 - Reflected Ceiling Plans
 - Schedules
 - Specifications
- Project specifications will be on the drawings.
- The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including submitting the plans for permit with the City of Round Rock, and for Texas Accessibility Review with



a Registered Accessibility Specialist. The Architect shall respond to all reviewer comments, and make revisions as required to obtain acceptance by the reviewing authority.

1.2 Exclusions to Scope of Services (Additional Services)

Basic services include architectural services and mechanical, electrical, and plumbing engineering services, as defined by the following items. Should Architect be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Extra Services. Architect assumes no responsibilities for the accuracy of such information or services, may rely on the accuracy of such information, and shall not be liable for errors or omissions therein.

- All Surveying
- Structural Engineering
- Construction Phase Services
- Legal descriptions of property
- Soils investigations and/or engineering, if available
- Existing site engineering and utility base information
- Site environmental information required for planning processing
- Revisions to Owner provided concepts will be billed on an hourly basis pursuant to a separately written lump sum agreement.
- Presentation quality renderings and other drawings for marketing purposes shall be considered Additional Services.
- Printing of plans and reports for agency review, pricing, or construction.
- Deliveries and over-night mail services
- Regulatory Agency fees
- Neighborhood Meetings and Public Hearings
- Miscellaneous Easement Documentation Preparation or negotiations
- In the event that the design process is put on hold by the Client/Contractor in excess of 90 days, when the design process is reinitiated, the Architect will invoice for remobilization time at a rate equal to 10% of the phase of services currently in progress.
- Any items not included in the scope of services of this agreement

Final Deliverables

One Copy of full size Construction Documents including drawings and specifications

Digital PDF copies of all Construction Documents including drawings and specifications

Meetings

Meetings are defined as a physical meeting at a physical location, telephone conference call in lieu of a meeting, web conference meeting, or any other medium where two or more persons review and discuss design decisions for the project. This does not include telephone conversations or emails for the purpose of data and information gathering through the process.



ATTACHMENT B: Fee schedule

1.4 Fee Schedule

Services described above shall be provided for the fixed sum as listed below in accordance with the terms and conditions in "Appendix A" attached hereto and which is incorporated and made per of this Agreement by reference.

Professional Fees

Architectural Schematic Design/Programming <i>To be provided at a fixed sum</i>	\$1,250.00
Architectural Construction Documents Phase <i>To be provided at a fixed sum</i>	\$1,250.00
Mechanical, Electrical, & Plumbing Engineering <i>To be provided at a fixed sum</i>	\$2,500.00
Construction Phase Services	
Architecture.....	Hourly as Required
Mechanical, Electrical, & Plumbing.....	Hourly as Required
Total Contract	\$5,000.00

Reimbursable Cap

Reimbursable Expenses shall not exceed without Client Authorization \$ 350.00

The fees quoted assume no change in scope of the project or basic services.

Hourly Rates

These apply to all services in this agreement and supplemental services beyond the scope services description.

Principal Planner/Landscape Architect/Architect:	\$ 150.00/hr.
Senior Project Manager Planner/Landscape Architect/Architect:	\$ 135.00/hr.
Project Manager Planner/ Landscape Architect/Architect:	\$ 125.00/hr.
Staff Planner/ Designer:	\$ 100.00/hr.
Administrative	\$ 80.00/hr.