

3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Contractor's receipt of Notice to Proceed and shall end no later than four (4) months from the date of such notice. Contractor shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**
 - (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Contractor for the Services performed under this Agreement is Eight Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 Dollars (\$854,550.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (c) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Eight Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 Dollars (\$854,550.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eight Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 Dollars (\$854,550.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eight Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 Dollars (\$854,550.00).

6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Insurance.** Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees

that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its

premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges

and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Upon termination of this Agreement by County, Contractor shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those

enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Facilities Mgmt and Planning
Attn: Director
301 Jackson Street,
Suite 301
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Contractor: Collaborate Arch, LLC
1206 Nance St.
Houston, Texas 77024

25. **Performance Representation.** Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Contractor shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and

professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts.

“Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
- 34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

COLLABORATE ARCH, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Martin Needle

Authorized Agent- Printed Name

ATTEST:


Founding Principal
Title

Laura Richard, County Clerk

10-17-2023

Date

APPROVED:



James Knight, Director
Fort Bend County
Facilities Management and Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2023 agreements\facilities\collaborate arch, llc (23-fac-101078)\2023-10-16 agmt for professional services.docx - JLF

EXHIBIT A

(Follows Behind)



August 25, 2023

James Knight, Architect
Director, Facilities, Management, and Planning Department
Fort Bend County
301 Jackson St., Suite 301
Richmond, Texas 77469
281.238.3095
James.knight@fortbendcountytx.gov

Re: Proposal for Architectural and Engineering Services for the proposed Fort Bend County Elections Administration Facility in Rosenberg, Texas.

Dear Mr. Knight.

Collaborate Architects is pleased to submit this proposal for Architectural and Engineering services for the above referenced project. The project scope is based on information developed by Fort Bend County provided in our meeting on July 31, 2023. The proposed facility is a 48,000-sf single story office and storage facility located on a 12 acres tract of land near the intersection of Bamore Road and Klaycke Road in Rosenberg, Texas. The facility will be used as an elections administration facility that will include administrative offices, training facilities, conditioned storage for voting machines, bulk storage, and secure storage for ballots.

Project Description:

The project will consist of a new 48,000-sf single story concrete tilt wall structure on approximately 6-acres of the parcel owned by Fort Bend County. The remainder of the parcel will be developed by Ft. Bend County in the future. It is our understanding that the project will consist of the following:

- Approximately 10,000-sf of administrative space that will include offices, workrooms, a breakroom, conference room, training room, public lobby, restrooms, and support spaces.
- 38,000-sf conditioned warehouse that will include voting equipment/cart storage, open layout areas, preparation areas, bulk storage, secure ballot storage, and 3 overhead doors for box truck loading/unloading.
- Site improvements for the project site (6-acres) will include parking for staff, visitors, and training, detention area, loading area, access drive from Bamore Road, and landscaping per the City of Rosenberg requirements.
- The proposed structure, parking, and detention will be located on the site to accommodate future expansion and growth.
- The remainder of the parcel will be developed by Ft. Bend County in the future. Collaborate will assist Ft. Bend County in developing an Architectural master plan concept for the site.

Proposed project milestones will include schematic design, design development, construction documents, bid phase services, and construction administration phases. The project delivery method will be Competitive Sealed Proposal (CSP). The Authority Having Jurisdiction for the project location is the City of Rosenberg.

This proposal includes the services and fees of the following consultants as part of basic services:

- Architectural Services: Collaborate Arch LLC
- Civil Engineering: Isani Consultants
- Landscape Architectural Services: Buckson Landscape Architecture
- Structural Engineering: Dally and Associates
- MEP Engineering: Wheaton Engineering and Environmental Sciences

This proposal includes the services and fees of the following consultants as optional services:

- Land Surveying: MBCO Engineering + Surveying
- Geotechnical Engineering: Geoscience Engineering & Testing, Inc.

Scope of Work for Basic Services:

The proposed scope of work for basic services for this project is as follows:

- Visits to the site to verify existing conditions.
- Meetings with Ft. Bend County to review and further develop project requirements and update the preliminary program.
- Meetings with Ft. Bend County to review the project throughout design and construction documents phases of the work.
- Assist in the development of an architectural conceptual masterplan for the site to help determine the location and scope of future expansion and access.
- Provide Architectural design and Construction documents for permitting, bidding, and construction for the proposed facility.
- Provide Civil Engineering design and Construction Documents in accordance with the City of Rosenberg and Fort Bend County Drainage District requirements. Per FEMA maps, the development area appears to be outside the 500-yr floodplain zone. It is assumed that sanitary sewer connections to city/county sanitary lines are gravity lines and will not require a lift station. The scope includes providing a notice of intent per TCEQ requirements. The proposal does not include providing a notice of termination to TCEQ. Analysis of street flooding in an extreme storm event is not in the proposed scope of services.

Drainage study/conveyance analysis, design for a lift station pump for sanitary flow, drainage modeling, impact analysis, traffic impact analysis/traffic study, and a stormwater Quality Management report are not part of the proposed fee but can be provided as additional services.

- Provide structural Engineering Design and Construction Documents for the project.
- Provide MEP Engineering design and Construction Documents for the project. Fire sprinkler design and fire alarm device design are excluded. The design of these systems will be provided as a delegated design by the fire sprinkler and fire alarm contractors. Commissioning is not included in the scope of this proposal.
- Provide Landscape Architectural Design services to comply with the city of Rosenberg requirements. This will include planting, ground cover, and irrigation design.

- Collaborate will coordinate and manage the consultant team. The deliverable will be a complete set of construction documents inclusive of the documents provided by the consultant team.
- Collaborate will submit construction documents to the Authority Having Jurisdiction (AHJ) for permitting. Collaborate will address comments from the AHJ to obtain approval for a building permit. Fees for review of the plans to obtain building permit approval from the City of Rosenberg are a reimbursable expense.
- Collaborate will register the plans with Texas Architectural Barriers (TABs) and submit the drawings for plan review to a registered accessibility specialist as required by the state. Fees for registration, review, and inspection are a reimbursable expense.
- Provide bid phase services as required by Fort Bend County to include distribution of permit documents in PDF format to bidders, participation in a pre-bid conference, responding to requests for information from bidders, preparation of addenda, and assistance with review and recommendations for selection.
- Provide Construction Administration services. This will include attendance at pre-construction meetings, review of shop drawings and submittals, site visits and attendance at construction meetings, review of contractor applications for payment, responding to contractor requests for information and clarifications, and assistance with project closeout.
- Detailed cost estimates are not included in the proposed fee.

Milestone Phases:

Services for the scope of work described above will be provided in the following phases:

- Schematic Design Phase: Investigate existing conditions and develop backgrounds in CAD of the proposed building and site. Validate the program and revise as required. Development of schematic floor plans, exterior spaces, and coordination of systems. Collaborate will provide a life safety review and develop exterior building improvements, building sections, and the layout of any site improvements. The schematic design documents will be submitted to the Owner for review and approval.
- Design Development Phase: Further develop the schematic design incorporating architectural detail as well as civil, mechanical, electrical, plumbing, and structural. Outline specifications, equipment, finishes, windows, doors, and typical wall sections will be defined. Collaborate will review the proposed plans with the AHJ to identify any life safety issues that may need to be addressed.
- Construction Documents Phase: Documentation for permitting and construction of the facility will be produced. Structural, civil, mechanical, electrical, and plumbing will be coordinated. Collaborate will work with Fort Bend County to select colors and finishes for the building and the interior improvements. Drawings will be submitted for permit to the Authority having jurisdiction (AHJ) for permitting.
- Bid/Negotiation Phase: Collaborate will assist Fort Bend County in distributing construction documents to prospective bidders and address questions from perspective bidders. Collaborate will participate in a pre-bid meeting(s) and assist in the selection of the successful bidder.

- Construction Administration (CA)Phase: Construction Administration services will consist of review of submittals, respond to requests for information, review pay applications, provide site visits/attendance at construction meetings, and assist with project closeout.

Owner Provided Information and services for the project:

The proposed fee is based on the owner providing the following:

- Development covenants and restrictions.
- Owner requirements for the project.
- Drawings of the existing facility in hard copy, cad, or pdf format if available.
- Topographic, Improvement, and boundary survey of the site in CAD format.
- Geotechnical reports identifying foundation and paving recommendations by a geotechnical engineer based on soil samples taken at the site at locations of the proposed structures, paving, and detention basins.
- Security, Data, CCTV (if required), access control, and communication equipment vendors/installers to provide equipment layout and product information for coordination.
- Review and approval of progress submittals. Approval of the design and layout prior to the commencement of construction documents. Owner revisions to construction documents after approval of the design and commencement of the construction documents phase of the work will be an additional service.
- Collaborate will submit the plans to the AHJ (*authority having jurisdiction*) for permitting on behalf of the owner. The owner will pay or reimburse Collaborate for all drawings permit review fees required by the AHJ. Collaborate will assist the owner in addressing AHJ comments pertaining to the scope of work to obtain permits.
- Payment or reimbursement of fees as required for project registration with the state of Texas Architectural Barriers.
- Payment or reimbursement of plan review and inspection fees for a Registered Accessibility Specialist to review and inspect the project as required by the State of Texas.
- Commissioning, Test and Balance of the mechanical system by the owner’s third-party contractor.

Construction Budget:

The owner’s construction budget limitation for the project is Twelve Million Dollars (\$12,000,000)

Proposed Fee; Basic Services:

Collaborate Architects proposes to provide the basic services described above in the scope of work for a lump sum fee of **Eight Hundred Twenty-Two Thousand Dollars (\$822,000)**. The work will be performed in the following phases:

Phase	Fee
Schematic Design	\$ 164,400
Design Development	\$ 164,400
Construction Documents	\$ 328,800

Bidding	\$ 41,100
<u>Construction Administration</u>	<u>\$ 123,300</u>
TOTAL	\$ 822,000

Fees are to be paid monthly for work performed. Expenses will be invoiced monthly at cost plus 10% as expenses are incurred.

Geotechnical and Surveying Services:

Geotechnical Engineering and Surveying services are typically contracted directly with the owner. Collaborate has obtained proposals for these services on Ft. Bend County’s behalf. These services can be contracted directly or through Collaborate as an additional service.

- Surveying: Boundary and topographic surveying of approximately 12 acres.
 - Boundary survey of the FBC parcel
 - Topographic survey of the area of the site where the project is located.
 - Topographic survey of the Cotton School Rd. and Bamore Rd. as an additional fee.

The proposed fee for the Boundary and topo survey of the site is **\$14,787.50**. The proposed additional fee for extending the topo survey to include portions of Cotton School Road and Bamore Rd. is an additional fee of **\$9,517.50**.

- Geotechnical Engineering services: Field borings, analysis, and recommendations for building foundation, paving, and detention basins. The proposed fee for Geotechnical services is **\$8,995.00**.

Schedule:

Collaborate is available to start the work immediately upon approval of the fee. A schedule will be developed for owner review and approval prior to commencement of the work. We understand that Fort Bend County’s goal is to occupy the warehouse facility in November of 2024. We will dedicate our resources to meet this goal.

Exclusions, Reimbursable Expenses, and Additional Services:

The proposed fee for basic services does not include the following services:

- Services associated with building, site areas, or systems outside the project description or as defined herein as part of the Project or as indicated as additional services or optional services.
- Geotechnical services
- Surveying
- Re-platting or Platting services
- Services associated with furniture, fixtures, and artwork.
- Services of engineers, consultants, or other outside service providers, unless otherwise specifically identified herein.
- Obtaining TCEQ TPDES permits
- Emergency Generator design
- Energy Modeling
- Work outside the project area including extension of utilities to and from the site, street work, and work in the public right of way.
- Services of Environmental Consultants.
- Services related to obtaining LEED certification or better.
- Fundamental or Enhanced Commissioning Services

- Fire Protection and Fire Alarm design services.
- Services of Special Consultants not included in basic A/E services listed in the scope of work section of this proposal (ie: food service, lighting, sound system, roofing, waterproofing, communications, data, security, CCTV)
- Cost Estimating Services
- Traffic Studies
- Storm Water Quality Management Plans
- Record drawings after the completion of construction showing “as-built” conditions.
- Professional Rendering or animation provided by a professional artist.
- Design of Streets, turning lanes, and work in the Public Right of Way,

We propose that additional services, should they occur, be calculated in an equitable manner based on Collaborate’s hourly rates and the cost of consultant services plus 10% mark up. Collaborate’s current hourly rates for principals and staff are as follows:

• Principal	\$175
• Sr. Project Manager	\$135
• Sr. Architect	\$135
• Architect	\$110
• Project Manager	\$110
• CAD/Designer	\$85
• Construction Administrator	\$95
• Clerical	\$65

Hourly rates are subject to a 5% increase for each year services are rendered beyond 2024.

We proposed that reimbursable expenses be paid at cost with a 10% markup. Mileage will not be marked up. Proposed reimbursable expenses will include the following:

- Owner approved travel expenses related to the project, if incurred
- Courier services, shipping, and delivery charges
- Reproductions Printing of plans and specifications for review, permitting, and construction.
- Fees for review by government agencies including permitting review and inspection fees.
- Plan review and inspection fees for compliance with the Texas Accessibility Standards as required by the state.

Estimated Expense Allowance:

The estimated allowance for reimbursable expenses is \$32,550. This is broken down as follows:

• Courier/delivery services:	\$ 500
• Printing:	\$ 7,500
• TABS/TDLR/RAS fees:	\$ 2,700
• Rosenberg Plan review fees:	\$ 15,000
• Consultant Reimbursables:	\$ 6,850

Payments

Payments are due upon the invoice date and will be considered "past due" thirty (30) days following the invoice date. Amounts owed past the ninety (90) day invoice date shall bear interest at the lower of the highest legal rate. The unexcused failure of the Client to pay Collaborate Arch, LLC within a minimum of thirty (30) days of the invoice date shall grant Collaborate Arch, LLC the right, in addition to all other rights provided, to refuse to render further service to the Client until completion of all outstanding payment, upon which services will resume.

Publication

Notwithstanding any provision of this Agreement, the Client agrees that the Architect shall be free to publish within the scope of his or her professional and academic duties with respect to the Architect's participation as an Architect, provided the Architect does not reveal Confidential Information. The Client therefore agrees that in the course of her or his professional and academic duties, the Architect may discuss such participation at conferences, with colleagues and with students or residents and fellows as the Architect deems appropriate, without revealing such Confidential Information.

Terms

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if the Architect terminates this Agreement, the Architect shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignment for the Client which the Architect began prior to the date of the notice of termination hereunder. Upon termination of this Agreement for any reason, the Architect shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date the Architect ceases work under this Agreement. In addition, the Architect shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and, unless the Architect terminates the agreement without cause had cancellation not occurred.

Upon your acceptance and execution, this document shall serve as our Notice to Proceed and Interim Agreement until such time as a full agreement is executed for our services.

I hope this proposal meets with your approval as we are eager to commence work on the project. Please contact me if you have any questions or comments. We are happy to continue to provide services to Odyssey Academy and are grateful to be part of your team. Thank you.

Yours truly, draft

Martin Needle, AIA
Founding Principal
Collaborate Arch LLC.



Authorized Representative
Printed Name

Authorized Representative, *Signature*

Date

DRAFT