

§

§

§

## AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES SENIOR ACTIVITY CENTER WITH NATATORIUM

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and IDG Architects ("Contractor"), a corporation duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a professional full service architectural firm which provides architectural and engineering services in the state of Texas; and

WHEREAS, County desires for Contractor to provide architecture and engineering design services for the new Senior Activity Center with Natatorium in Rosenberg, Texas; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Contractor is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall render services to County as defined in Contractor's Proposal dated February 6, 2024 and in the Scope of Work (hereinafter, the "Services") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.
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 December 31, 2028. 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 Four Hundred Eighty-Five Thousand and no/100 Dollars (\$485,000.00). 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 Parks Director, 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 Four Hundred Eighty-Five Thousand and no/100 Dollars (\$485,000.00). 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 Four Hundred Eighty-Five Thousand and no/100 Dollars (\$485,000.00) 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 Four Hundred Eighty-Five Thousand and no/100 Dollars (\$485,000.00).

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, Workers' 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 Parks and Recreation  
Attn: Director  
301 Jackson Street,  
Richmond, Texas 77469

**And** Fort Bend County, Texas  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

**If to Contractor:** IDG Architects  
440 Benmar Dr.  
Suite 3335  
Houston, Texas 77060

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**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**IDG ARCHITECTS**

*Ben McMillan*

\_\_\_\_\_  
Authorized Agent – Signature

Ben S McMillan III

\_\_\_\_\_  
Authorized Agent- Printed Name


CEO

\_\_\_\_\_  
Title

May 22, 2024

\_\_\_\_\_  
Date

**APPROVED:**

  
\_\_\_\_\_  
Darren McCarthy, Director  
Parks and Recreation Department

**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

Exhibit A: IDG Architects' Proposal dated February 6, 2024

i:\agreements\2024 agreements\purchasing\parks\idg architects, inc (24-parks-100616)\agreement for prof architecture design services.sr ctr natatorium (kcj - 4.30.2024)

# EXHIBIT A

(Follows Behind)

The background image shows a modern interior space. On the left, there's a yellow pillar and a blue wall. A black metal railing runs across the foreground. The floor is a light-colored, polished material. The ceiling has recessed circular lights. The overall design is clean and contemporary.

# IDG+

## ARCHITECTS

EXPECT MORE THAN GREAT ARCHITECTURE

FORT BEND COUNTY - NEW SENIOR ACTIVITY CENTER W/  
NATATORIUM

FEBRUARY 6, 2024

February 6, 2024



Commissioner Grady Prestage  
Precinct 2  
301 Jackson St.  
Richmond, Texas 77469

Re: Senior Activity Center w/ Natatorium

Dear Gentlemen,

On behalf of IDG Architects, we are pleased to submit our proposal to provide A/E services for the design of a new senior activity center w/ natatorium. .

Ben McMillan III., AIA, NCARB, NOMA who will be Principal-in-Charge/Designer has provided A/E services for over 35 years.

Our firm believes in the Team Approach which includes the owner, contractor, and the architect's team. Together we identify 1) the problem, 2) develop criteria, needs and goals, 3) Identify alternatives and options, 4) Consensus building.

We understand that there must be clear communication, coordination of all team members involved, understanding the required program, program verification, and management of the schedule and budget.

What benefits are we providing?

- Principal(s) of the firms present through-out the project
- Experience and Understanding to create sustainable buildings
- A team willing to work in a fast paced environment to ensure on time delivery
- A professional and energetic attitude

As an architectural firm, we are architects with large firm experience. Simply stated the IDG Team will do "whatever it takes" to assist you in having the most efficient, functional and well-designed project within scope, time and budget by integrating innovative design and strategies.

We look forward to being of service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben S. McMillan III.", followed by a horizontal line.

Ben S. McMillan III., AIA, NCARB, NOMA  
Principal



## AWARDS

- Design Citation, Learning By Design, 2000
- Outstanding Building Award by American Schools and Universities, 2001
- Golden Trowel Award, Honor in CMU, 2001/by
- Associated Masonry Contractors of Houston
- Design Citation, Learning By Design, 2014
- Stars of Distinction, Exhibit of School Architecture, 2017

## Why choose us?

Our firm has over four decades of building commercial, educational, municipal and worship facilities from the ground up, and our experience encompasses all types of construction. We are an award winning architectural firm offering a full-range of architectural services including survey and analysis of existing facilities, design, project management, programming, planning and interiors.

We work shoulder to shoulder with our clients to provide them with the most innovative designs that not only satisfy their goals but touch the lives of the community. Our talented team and expert consultants, (engineers, landscape architects, among others) collaborate on project delivery from the beginning of the project through post construction.

## IDG Architect Responsibilities

The Architect shall provide the professional services as set forth in this Agreement.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

The Architect shall maintain the following insurance for duration of this Agreement. If any of the requirement set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

### Insurance

Architect shall carry the following policies:

Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and the aggregated for bodily injury and property damage

Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Five Hundred Thousand (\$500,000) combined single limit and aggregated for bodily injury and property damage.

The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand (\$500,000).

Professional Liability covering the Architects negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.



The Architect shall provide the Owner certificates of insurance evidencing compliance with the requirements in this section. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

### **Scope of Architectural Basic Services**

The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner the Scheduling Consultant a schedule of the Architects services for inclusion in the Project Schedule. The schedule of the Architect's services shall include design milestones dates, anticipated dates when cost estimates or design reviews may occur and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants and (3) for approval of submissions by authorities having jurisdiction over the Project.

Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in the developing and revising the Project schedule as it relates to the Architect's services.

Once the Owner and the Architect agree to the time limits established by the Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architects approval.

The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## Scope of Work

We propose to provide architectural / engineering for the a new senior activity center w/ natatorium in Rosenberg, Texas.

We propose the following but not limited to program submitted by the owner.

- |                                   |         |
|-----------------------------------|---------|
| 1. Community Center               | 5000 SF |
| 2. Natatorium                     |         |
| 3. Landscape/ Irrigation          |         |
| 4. Walking Trail w/ sidewalks     |         |
| 5. Monument Sign                  |         |
| 6. Parking Lot                    | 80 cars |
| 7. Drainage                       |         |
| 8. Water/sewer connection         |         |
| 9. Electrical                     |         |
| 10. Kitchen equipment             |         |
| 11. Site Work (Grading-Detention) |         |

## Consultants Required

Civil Engineer  
Structural Engineer  
Landscape Architect  
Mechanical, Electrical, Plumbing Engineer  
Pool Consultant  
Roof Consultant

## **Schematic Design Phase Services**

The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architects Services.

The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work, Project site and the proposed procurement or 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 (1) any inconsistencies discovered in the information and (2) the information or consulting services that may be reasonably needed for the Project.

The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approached.

Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics in design developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of Work.

The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of Work.

Upon receipt of the Cost Consultant estimates at the conclusion of the Schematic Design Phase, the Architect shall take action as required and request the owner's approval of the Schematic Design Documents. Of revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

### **Design Development Phase Services**

Based on the Owner's approval of the Schematic Design Document and on the owner's authorization if any adjustments in the Project requirements and he budget the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and Character of the Project as to architectural, structural, mechanical and electrical specifications that identify major materials and systems and establish in general their quality levels.

Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the cost consultant to review the Design Development Documents.

Upon receipt of the Cost Consultants estimate at the conclusion of the Design Development Phase, the Architect shall take action and request the Owner's approval of the Design Development Documents. Construction Documents Phase Services

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 the budget for the Cost of Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further forth in detail the quality level of materials and systems and other requirements for the construction of the Work.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultants. The Architect shall meet with the Cost Consultant to review the Construction Documents.

Upon receipt of the Cost Consultants estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required and request the Owner's approval of the Construction Documents.

## **Construction Phase Services**

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of or responsibility for the construction means, methods, techniques, sequences or procedures ,or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of Contract Documents. The Architect shall be responsible for the Architects negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

## **Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents

## **Owner's Responsibilities**

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirement and relationships, flexibility, expandability, special equipment, systems and site requirements . Within 15 days after receipt of a written request from Architect, the owner shall furnish the requested information as necessary and relevant for the Architects to evaluate, give notice of or enforce lien rights.

The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risk. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Projects prior to the completion of all relevant selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

The Owner shall identify a representative authorized to act on the Owners behalf with respect to the Project. The Owner shall render decisions and approve the Architects submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include ,as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning the available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project Benchmark.

The Owner shall furnish services of geo-technical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation test, evaluations of hazardous materials, seismic evaluation ground corrosion test and resistivity test, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The Owner shall furnish test, inspections and reports required by law or the Contract Documents such as structural, mechanical, chemical tests, test for air and water pollution, and test for hazardous materials.

Before executing the Contract for Construction, the Owner shall coordinate the Architect duties and responsibilities set forth in the Contract for Construction with the Architects services set forth in this Agreement. The Owner shall provide the Architects copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## Compensation

1) For the Architect' Basic Services, the Owner shall compensate the architect as follows:

A Lump-Sum Fee not to exceed Four Hundred Eighty Five Thousand Dollars and no cents. (\$485,000.00)

The compensation for each phase shall be as follows:

- Schematic Design:	15%	\$ 72,750.00
- Design Development:	20%	\$ 97,000.00
- Construction Documents Phase:	40%	\$ 194,000.00
- Bidding / Negotiation:	5%	\$ 24,250.00
- Construction Phase:	20%	\$ 97,000.00
- Total Basic Compensation:	100%	\$ 485,000.00

The Owner acknowledges that with an accelerated Project delivery or multiple bid packages process, the Architect shall be permitted to invoice monthly in proportion to services in each Phase of Services, as appropriate.

*See Attachment "A" for Hourly rates and Propose Project Schedule.*

## Reimbursable Expenses

- Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
- Transportation and authorized out-of-town travel subsistence
- Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets.
- Fees paid for securing approval of authorities having jurisdiction over the project
- Printing, reproductions, plots standard for documents
- Postage, handling and delivery
- Expense of overtime work requiring higher than regular rates, if authorized by the Owner
- Models, Mock-ups, professional photography and presentation materials requested by the owner
- Architect's Consultants expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits if the Owner request such insurance in excess of that normally carried by the Architects consultants
- All taxes levied on professional services and on reimbursable expenses
- Site office expenses
- Other similar Project related expenditures

## Additional Services

- Existing Facilities Surveys
- Site Evaluation and Planning
- On Site Project Presentation
- Telecommunications/Data/Design
- Security Evaluation and Planning
- Commissioning
- LEED Certification

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this shall entitle the Architect to compensation and appropriate adjustment in the Architect's schedule.

## Payment Terms

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. One point five per month (1.5%).

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or offset sums requested by paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in binding dispute resolution proceeding.

## Contact us

You can get in touch with us in any of the ways listed below:

By Phone     713-418-0199 (Mobile)  
By Office     832-448-2462  
By Email     [bmcmillan@idgarch.com](mailto:bmcmillan@idgarch.com)  
Website     [www.idgarch.com](http://www.idgarch.com)

If you would like to proceed with our proposal then you can sign the Terms and Conditions page below and return it to us by email. In any case please feel free to call us to discuss the quote, request more information or for any other reason.

We look forward to hearing from you soon!



## Terms and Conditions

The following terms and conditions shall form the basis of a contract between the client and IDG Architects in the event that the client decides to proceed and accepts this proposal:

1. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other Information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
2. The Architect and the Architects' consultants shall be deemed the authors of their perspective Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submissions or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
3. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of construction, using, maintain, alternating and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instrument of Service solely and exclusively for use in performing services or construction for the Project.
4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect consultants) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all cost and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity or the extent such costs and expenses arise from the Owner's use of the Instruments of Service

## **Mediation**

5. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or binding dispute resolution.

6. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date stayed pursuant to this section, the parties or court order. If arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon for later proceedings.

7. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement in any court having jurisdiction thereof.

## **Termination or Suspension**

8. If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, at the Architect's option cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven day's written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

## **Miscellaneous Provisions**

The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement, Neither the Owner nor the Architect shall assign this

Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution.

If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery presence, handling, removal or disposal of, or exposure of person's to hazardous materials or toxic substances in any form at the Project site.

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional material. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project.

**Exclusions /Information provided by others:**

- Geotechnical Reports
- Boundary and Topographical surveys
- Furniture Fixture /Equipment by Owner
- Material Testing

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

## Attachment "A"

### Hourly Rates

Principal	\$200.00/hr
Project Manager	\$125.00/hr
ProjectArchitect	\$120.00/hr
CADD III	\$90.00/hr
CADD II	\$80.00/hr
CADD I	\$72.00/hr
Construction Administrator	\$80.00/hr
Administrative	\$55.00/hr



440 Benmar Dr.  
Suite 3335  
Houston, TX 77060  
PH. 832.448.2462  
[www.idgarch.com](http://www.idgarch.com)