

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 twenty-three (23) months thereafter. 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 Seven Hundred Thirty-Seven Thousand, Five Hundred Dollars and no/100 (\$737,500.00). 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's Director of the Facilities Management and Planning Department, one (1) electronic (pdf) copy of the invoice(s) showing the amounts due for services performed in a form acceptable to County. County shall review such invoice(s) 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 Seven Hundred Thirty-Seven Thousand, Five Hundred Dollars and no/100 (\$737,500.00). 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 Seven Hundred Thirty-Seven Thousand, Five Hundred Dollars and no/100 (\$737,500.00) 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 Seven Hundred Thirty-Seven Thousand, Five Hundred Dollars and no/100 (\$737,500.00).

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 Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
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 work product and data produced or developed under this Agreement by Contractor, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of County. County, at all times, shall have a right of access to such work product and information. Contractor shall promptly furnish all such work product and data to County on request. 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.
18. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of Contractor which relate to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later.
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 inabilities 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 Management and Planning
Attn: Director
301 Jackson Street, Suite 301
Richmond, Texas 77469

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

If to Contractor: AUTOARCH Architects LLC
Attn: _Lina Sabouni, AIA _____
6200 Savoy, Suite 100
Houston, Texas 77036

25. **Performance Representation.** Pursuant to Section 271.904 of the Texas Local Government Code, 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. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of required services hereunder will be reimbursed to Contractor only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to Contractor upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Contractor in any way associated with this Agreement. Therefore, any references in Contractor’s Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Contractor’s Proposal to County’s waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the applicable laws of the State of Texas, and any provision to the contrary in Contractor’s Proposal is hereby deleted.
30. **Indemnification by County.** **CONTRACTOR UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTIRE INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN CONTRACTOR’S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS CONTRACTOR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**
31. **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. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS**

AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.

32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Architectural and Engineering Services” and the terms of Contractor’s Proposal attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

38. **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.

39. **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.

40. **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.

41. **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

AUTOARCH ARCHITECTS LLC

KP George, County Judge

Lina Sabouni
Authorized Agent – Signature

Date

Lina Sabouni, AIA
Authorized Agent- Printed Name


ATTEST:

Principal In Charge
Title

Laura Richard, County Clerk

06.06.2024
Date

APPROVED:



James Knight, Director
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

Exhibit A: Contractor's Proposal, dated April 2, 2024

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EXHIBIT A

(Follows Behind)

April 02, 2024

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

RE: **Fort Bend County- PCT 4- Mission Bend Senior Center**

Dear Mr Knight,

AUTOARCH Architects LLC is pleased to present our proposal to provide the Design and Construction services for the new ~20,000 SF Mission Bend Senior Center.

To include but not limited to indoor natatorium, kitchen, monument sign, site water/sewer, electrical, drainage, landscaping, detention pond, irrigation, side walk and lighted parking.

AUTOARCH Architect will render the following "Basic A/E Services" to Design and observe the construction for "PCT 4 Annex- Fort Bend County-" project as indicated below:

Scope of Architecture/ Engineering services: Please Refer to:
Appendix (A) The Scope of Architecture/ Engineering services

Project time Schedule: Please Refer to:
Appendix (B) Proposed Project Time Schedule

In Summery
Design Phase: 7 Months
Bidding Negotiations 2 Months
Construction Phase 12-14 Months

Proposed Design Fee: Please Refer to:
Appendix (C) Proposed Service Fee

In Summery
Estimated Project construction cost \$ 9,000,000.
Our proposed A/E Fee is \$720,000, 8% of the construction cost in addition to \$7,500 Programming, our fee includes:
Structural Engineering, Civil Engineering, Mechanical, Electrical and Plumbing Engineering, Landscape Architecture, Cost Estimate, IT/AV.
Kindly Note: we are planning an untraditional way to have community and students' involvement in the design for this Senior Center, empowering creativity and new Tech ideas.

Thank you again for the opportunity, please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge

Appendix (A) The Scope of Architecture/ Engineering services
FORT BEND COUNTY- PCT 4 Mission Bend Senior Center

The project starts with the following:

Programing Services Phase:

Establish the Mission Bend Senior Center Program with the users and establish the critical function including:

- a- Develop Programs, Capacity and Spaces needed.
- b- Establish the Critical Connection and Adjacency.
- c- Recommend the right Furniture Systems & technology in supporting the Annex function.
- d- Establish the Guiding Principles and Goals for the design of this Annex.
- e- Confirm designing a 21st Century work environment and establish priorities.

The Design Phase:

A. Schematic Design Phase:

- 1. Confirm the Scope to Budget.
- 2. Explore several Site lay-out and utilization, provide design options that address: Traffic circulation, Vehicle & pedestrian site accessibility, Utility availability, detention requirements, site restriction if any, comply with the Building Codes, ordinance, Home Owner Association.
- 3. Develop Test-Fit based on the program and the user's requirements. Participate in a meeting/ presentation to confirm the design and direction.

Based on the final selected Site Plan and the Test-Fit design develop the Schematic Design documentation per the County requirements including:

- a) General Project Data & Code Analysis.
- b) Site plan.
- c) Floor plan at 1/8" = 1'-0" scale.
- d) All elevations at 1/8" = 1'-0" scale.
- e) Two building sections at 1/8" = 1'-0" scale.
- f) One exterior wall section with material and dimension.
- g) Outline specifications
- h) Structural design concept outline.
- i) Mechanical design concept outline.
- j) Electrical design concept outline.
- k) Plumbing design concept outline.
- l) Civil Design- Site Plan & outline.
- m) Landscape Design concept outline.
- n) Interior Design concept outline.
- o) Presentation & 3D rendering to illustrate the project to the users.
- p) Prepare a preliminary construction cost for the Project.

Obtain written approval for the Schematic design and authorizing AUTOARCH to proceed to the next Phase.

B. Design Development Phase:

Develop the Design Developments documents for the project after incorporating the Fort Bend County- users group and staff input.

This phase should include the following:

- A) Cove Sheet with Project information
- B) General Project Data, Code Analysis, Project index.
- C) Site plan with dimensions, material, schedules & details.
- D) Floor plan with dimension, Key reference, finishes at 1/8" = 1'-0" scale.
- E) Floor plan Pattern, furniture lay-out, Materials & references.
- F) Reflected Ceiling Plan.
- G) Enlarge key area of the floor plan 1/4"-1'-0" scale.
- H) Roof plan with dimension, materials, and details.
- I) Four elevations with dimensions, material at 1/8" = 1'-0" scale.
- J) Two building sections at 1/8" = 1'-0" scale.
- K) Exterior wall section 1/2"=1'-0" scale
- L) Horizontal details 1 1/2"=1'-0" scale.
- M) Vertical Details 1 1/2"=1'-0" scale.
- N) Door & opening schedule.
- O) Door and opening details.
- P) Finish schedule.
- Q) Interior elevations.
- R) Partition Type details & schedule.
- S) Millwork elevation and detail
- T) Graphics, way finding, room sign schedule & details.
- U) Power and communication plans.
- V) Project Manual & specifications
- W) Update cost estimate.

This Phase will include:

- 1- Structural design & detail.
- 2- MEP design & detail.
- 3- Civil design & details.
- 4- Landscape design & details

C. Construction Documents Phase.

Based on the approved Design Development Documents and the authorization to proceed to the next phase the construction Documents will be provided which will include the following:

- a) Cove Sheet.
- b) General Project Data, Index and others.
- c) General Project & Code Analysis.
- d) Site plan with dimensions, material & details.
- e) Site details
- f) Floor plan with dimension, Key reference at 1/4" = 1'-0" scale.
- g) Floor plan Pattern, finishes, materials & key reference.
- h) Reflected Ceiling Plan.
- i) Ceiling details
- j) Roof plan with dimension, materials, and details.
- k) Roof Details
- l) Enlarge key area of the floor plan 1/4"-1'-0" scale.
- m) Horizontal details 1 1/2"=1'-0".
- n) Two elevations with dimensions, material at 1/4" =1'-0" scale.
- o) Two elevations with dimensions, material at 1/4" =1'-0" scale.
- p) Two building sections at 1/8" = 1'-0" scale.
- q) Section details
- r) Exterior wall section 1/2"=1'-0" scale
- s) Vertical Details 1 1/2"=1'-0" scale.

- t) Horizontal details 1 ½"=1-0" scale.
- u) Door & opening schedule.
- v) Door and opening details.
- w) Finish schedule.
- x) Interior elevations.
- y) Partition Type details & schedule.
- z) Millwork elevation and detail
- aa) Graphics, way finding, room sign schedule & details.
- bb) Power and communication plans.
- cc) Project Manual & specifications
- dd) Update cost estimate.

This Phase will include:

- 1- Structural design & detail.
- 2- MEP design & detail.
- 3- Civil design & details.
- 4- Landscape design & details.
- 5- Mechanical design concept outline.
- 6- Electrical design concept outline.
- 7- Plumbing design concept outline.
- 8- Project manual.

After incorporating the County's comments, furnish and deliver to the County one electronic copy of "record drawings in AutoCAD Release 2000 on a CD" and two original set of specifications, for the construction, maintenance, and use of the Project.

AUTOARCH will provide 20 CDs to Purchasing. Each CD must contain 1 PDF file of the plans and 1 PDF file of the front end and specs.

D. Bidding and Negotiation Phase:

- 1. Assist the County in securing bids.
- 2. Attend and assist County in Pre-Bid Conference.
- 3. Prepare all necessary and/or customary addenda.
- 4. Assist in the tabulation and analysis of bids and furnishing recommendations on the award of construction contracts.

E. Construction Phase:

After issuing the NTP AUTOARCH will render the following services in connection with the Project:

- 1. Attend Bi-weekly meeting.
- 2. Make periodic visits as needed
- 3. Consult with and advise the County during construction.
- 4. Review submittals and shop drawings,
- 5. Prepare meeting notes and distribute copies to all attendees at all meetings.
- 6. Participating in constructability reviews, RFI responses and any required ASI notices to contractor during the Construction Phase.
- 7. Assist the County in monitoring and interpreting:
Performance tests required by specifications; and
The initial startup operation of the Project.
- 8. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract Documents

and assembled by the Contractor; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

F. Project Close-out

Upon completion of construction, Architect shall provide Fort Bend County Two original, one reproducible and an electronic copy of record drawings showing the building after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and provided by the Contractor.

G. Project Warranty:

Facilitate the warranty period.

Appendix (B) Project Schedule
FORT BEND COUNTY- PCT 4 Mission Bend Senior Center

| | | | | |
|-----------------------------------|--------------|--|--|--|
| | | | | |
| Confirm Program/Site Concepts | 1 Months | | | |
| | | | | |
| Phase I: Schematic Design | 2 Months | | | |
| | | | | |
| Phase II: Design Development | 2 Months | | | |
| | | | | |
| Phase III: Construction Documents | 2 Months | | | |
| | | | | |
| Phase IV: Bidding & Negotiation | 2 Months | | | |
| | | | | |
| Construction Administration | 8-10 Months | | | |
| Total Project Schedule | 18-20 Months | | | |
| | | | | |
| | | | | |

Appendix (C) Proposed Project Fee Proposal
FORT BEND COUNTY- PCT 4 Mission Bend Senior Center

| | | | | |
|-----------------------------------|--|----------|------------------|--|
| | | | | |
| Pre Design/Programming | | | \$7,500 | |
| Basic Architecture Services SD-CA | | | \$720,000 | |
| | | | | |
| Total Professional Fee | | | \$727,500 | |
| | | | | |
| Reimbursable | | \$10,000 | | |