

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- (x) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

Date: 7-28, 2020

*[Signature]*  
City Controller of the City of Houston, Texas

*mg*  
*SCC*  
FUND REF: 4504-1000 ~ AMOUNT: \$1,403,641.25 ENCUMB. NO.: PO 42-9542  
*52-0106*  
*530140*  
*CA 46-16309* *FR 3-0383*

City of Houston, Texas Ordinance No. 2020-672

*[Signature]*  
AN ORDINANCE APPROPRIATING \$1,403,641.25 OUT OF THE POLICE CONSOLIDATED CONSTRUCTION FUND; APPROVING AND AUTHORIZING A PROFESSIONAL ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF HOUSTON AND PERKINS & WILL, INC. FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE NEW NORTH BELT POLICE STATION PROJECT; PROVIDING FUNDING FOR CIVIC ART FINANCED BY THE POLICE CONSOLIDATED CONSTRUCTION FUND; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

Section 1. The City Council hereby appropriates the sum of money set out in the title of this Ordinance, out of the fund set out in such title, as follows: \$1,379,500.00 is appropriated for architectural services related to the project described in the title; \$24,141.25 is appropriated for civic art.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 29<sup>th</sup> day of July, 2020.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is AUG - 4 2020.

Pat J. Harned  
City Secretary

DocuSigned by:  
Joe Nwaokoro  
A7B91A9275E147C...

(Prepared by Legal Dept. \_\_\_\_\_)  
(JN:yjs 7/20/2020) Sr. Assistant City Attorney  
(Requested by C. J. Messiah, Director, General Services Department & Art Acevedo, Chief, Houston Police Department)  
(L.D. File No. 0332000084001)

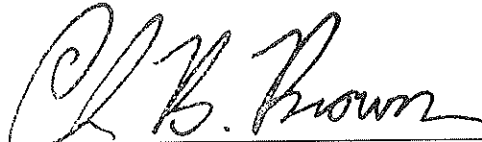
CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: AUG - 4 2020

## CERTIFICATE OF CITY CONTROLLER

I, Chris Brown, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **\$1,403,641.25** required for the project referenced in the title of this ordinance, do hereby certify as follows:

(1) The sum of **\$1,403,641.25** will be funded from public improvement bond proceeds and/or public improvement commercial paper proceeds (first-in-first-out basis) pursuant to Ordinance No. 94-405 authorizing the creation of the **Police Consolidated Construction Fund**. To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.

(2) To the extent that the **\$1,403,641.25** will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the General Obligation Commercial Paper Ordinance, Ordinance No. 93-1149.

  
City Controller *General Public*

| AYE     | NO      |                        |
|---------|---------|------------------------|
| ✓       |         | <b>MAYOR TURNER</b>    |
| ....    | ....    | <b>COUNCIL MEMBERS</b> |
| ✓       |         | PECK                   |
| ✓       |         | DAVIS                  |
| ✓       |         | KAMIN                  |
| ✓       |         | EVANS-SHABAZZ          |
| ✓       |         | MARTIN                 |
| ✓       |         | THOMAS                 |
| ✓       |         | TRAVIS                 |
| ✓       |         | CISNEROS               |
| ✓       |         | GALLEGOS               |
| ✓       |         | POLLARD                |
| ✓       |         | MARTHA CASTEX-TATUM    |
| ✓       |         | KNOX                   |
| ✓       |         | ROBINSON               |
| ✓       |         | KUBOSH                 |
| ✓       |         | PLUMMER                |
| ✓       |         | ALCORN                 |
| CAPTION | ADOPTED |                        |

**PROFESSIONAL ARCHITECTURAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF HOUSTON**

**AND**

**PERKINS & WILL, INC.**

**FOR**

**CONSTRUCTION OF**

**NORTH BELT POLICE STATION**

**WBS No. G-000165-0001-3**



**REQUEST FOR QUALIFICATIONS  
FOR PROFESSIONAL ARCHITECTURAL SERVICES  
Project Name: North Belt Police Station  
Project Number: G-000165-0001-3**

**6 – CONTRACT FORM**

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**CONTRACT**

**FOR**

**PROFESSIONAL ARCHITECTURAL SERVICES**

**THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §**

WHEREAS, the City of Houston, a Texas home-rule municipality (the "City") proposes to construct the following:

**North Belt Police Station  
320 Gears Rd.  
WBS NO.: G-000165-0001-3**

(the "Project").

WHEREAS, the City liaison for this Contract is:

**DIRECTOR  
GENERAL SERVICES DEPARTMENT  
P. O. BOX 1562  
HOUSTON, TEXAS 77251**

WHEREAS, the City desires to enter into an agreement with the following architect to perform certain professional architectural and other professional services in connection with the Project, as described herein and in Exhibit "A," which is attached hereto and incorporated herein for all purposes:

**Perkins & Will, Inc.  
1001 McKinney Street, Suite 1300  
Houston, Texas 77002**

(the "Architect").

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, the City and the Architect agree as set forth below:

## TABLE OF CONTENTS

|  | PAGE NO. |
|--|----------|
| DEFINITIONS.....   | 2        |
| ARTICLE 1-ARCHITECT'S SERVICES AND RESPONSIBILITIES.....     | 3        |
| ARTICLE 2-THE CITY'S RESPONSIBILITIES .....                  | 15       |
| ARTICLE 3-CONSTRUCTION COST .....                            | 15       |
| ARTICLE 4-DIRECT PERSONNEL EXPENSE .....                     | 16       |
| ARTICLE 5-REIMBURSABLE EXPENSES .....                        | 17       |
| ARTICLE 6-PAYMENTS TO THE ARCHITECT .....                    | 18       |
| ARTICLE 7-RELEASE AND INDEMNIFICATION .....                  | 22       |
| ARTICLE 8-OWNERSHIP AND USE OF THE DOCUMENTS .....           | 23       |
| ARTICLE 9-TERM, TERMINATION AND SUSPENSION OF CONTRACT ..... | 24       |
| ARTICLE 10-MISCELLANEOUS PROVISIONS.....                     | 25       |
| SIGNATURES .....   | 33       |

### EXHIBITS

|     |  |
|-----|--|
| "A" | SCOPE OF SERVICE   |
| "B" | PROJECT SCHEDULE   |
| "C" | EQUAL EMPLOYMENT OPPORTUNITY   |
| "D" | DIRECT SALARIES  |
| "E" | DRUG POLICY COMPLIANCE AGREEMENT   |
| "F" | ARCHITECT'S CERTIFICATION OF NO SAFETY<br>IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT |
| "G" | DRUG COMPLIANCE DECLARATION  |
| "H" | CERTIFICATE OF INSURANCE   |
| "I" | FORM POP 2 - CERTIFICATION OF AGREEMENT TO COMPLY WITH<br>PAY OR PLAY PROGRAM                |
| "J" | MWBE PROGRAM CONTRACT COMPLIANCE FORMS   |

## Definitions

As used in this Contract, the following terms shall have the meanings set out below:

"Additional Services" are those defined in Section 1.6 of this Contract.

"Architect" is defined in the preamble of this Contract and includes the firm's successors and assigns which are jointly and severally liable for the obligations and liabilities under this Contract.

"Basic Services" are those Phase I, II, III and IV services defined in Sections 1.2 through 1.5 of this Contract.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"City Engineer" is defined as the engineer so appointed by General Services Department.

"Construction Cost" is defined in Article 3.

"Contractor" means the construction contractor to whom the City has awarded all or part of a construction contract for this Project.

"Contract Documents" are as described in Section 1.3.

"Director" means the Director of the General Services Department or of a successor department or such other person as may be designated from time to time by the Director, by notice to the Architect, to administer this Contract on behalf of the City.

"Documents" means reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, specifications, AutoCAD and PDF files of all drawings and plans, and other submittal documents obtained by or prepared by the Architect as instruments of its services under this Contract.

"Effective Date" is the date this Contract comes into force and shall be the date the City Controller countersigns it.

"Maximum Total Construction Cost" is the specific amount as defined in Section 1.1.2 that may not be exceeded by any estimate of Construction Cost for the Project by the Architect without the express written approval of the Director or an acting Director as appointed by the Mayor.

"MWBE" is defined as Minority and/or Woman Business Enterprise as more clearly defined in Chapter 15, Article V of the City of Houston Code of Ordinances.

"Notice to Proceed" means a written communication from the Director to the Architect instructing Architect to begin performance.

"OBO Director" means the Director of the Mayor's Office of Business Opportunity or of a successor department or such other person as may be designated from time to time by the Mayor.

"Program" means all those quantitative and/or qualitative requirements for the Project that must be met or satisfied by the design for the Project.

"Project Schedule" (Form attached as Exhibit "B" and incorporated herein) means a schedule of Project activities and events, showing initiation point, duration and ending points. The schedule will also indicate time to be allowed for reviews by the City staff.

"Reimbursable Expense" is defined in Article 5.

"Subcontract Cost" means the ordinary and reasonable cost of subcontracts made by the Architect and approved by the Director for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Contract.

"Substantial Completion" is that point in the construction of a project or designated portion thereof where the City Engineer certifies that construction is sufficiently complete, in accordance with the Contract



Documents, that the City may occupy the project, or a designated portion thereof, for the use for which it was intended.

## **ARTICLE 1**

### **ARCHITECT'S SERVICES AND RESPONSIBILITIES**

#### **1.1 GENERAL**

1.1.1 The Architect agrees to provide prompt and efficient professional services as herein defined for the fees hereinafter specified and in accordance with the Project Schedule. The Project Schedule shall be drafted by the Architect, in consultation with the City staff, approved by the Director and updated monthly at the time of invoice submittal. The Architect shall coordinate his performance of the services hereunder with the Director and such other persons as the Director may specify. The Architect shall make periodic verbal or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances encountered by the Architect relating to the services to be performed under this Contract and shall attend meetings which the Director determines to be necessary. The Architect shall, upon written request, provide the Director with a copy of Documents prepared by the Architect or made available to it as a result of its performance under this Contract.

1.1.2 The Architect shall proceed with performance of its services hereunder with full knowledge and understanding that the Maximum Total Construction Cost for this Project shall not exceed the sum of **\$15,344,500.00** without the express written approval of the Director. The Architect shall plan and design this Project in such a manner that the Architect's best professional estimate of probable Construction Cost does not exceed the Maximum Total Construction Cost. If at any time during the course of this Project, the Architect's estimate of Construction Cost, for all work designed and specified, exceeds this amount, the Architect shall immediately notify the Director. The Director may by written notice either increase the Maximum Total Construction Cost or obtain an agreed upon reduction in the Project scope. For any Maximum Total Construction Cost or budget revision, without an increase in the scope of the Project as defined in Exhibit A, there shall be no increase in the Architect's fee. In the event the parties cannot agree on a revised Maximum Construction Cost this Contract may be terminated according to Article 9 of this Contract. For the purpose of this Section 1.1.2, no person other than the Director is authorized to provide such written agreement to exceed the Maximum Total Construction Cost specified herein.

1.1.3 The Architect shall designate a project manager who will be the Architect's liaison for this Project.

1.1.4 The Architect's Basic Services consist of those services performed by the Architect, Architect's employees and Architect's subcontractors as enumerated in the four phases described in Sections 1.2 through 1.5 and include normal civil, structural, mechanical and electrical engineering services; and landscape architectural services to meet the minimum requirements of the City Code of Ordinances. The Architect agrees to perform the services set forth below for each Phase as authorized by the Director. In addition, the Architect agrees to perform the particular scope of services as are set forth in Exhibit "A." In the event of an inconsistency between the terms of this Article and the terms of Exhibit "A," the terms of Exhibit "A" shall control with respect only to

the content of the scope of services.

1.1.5 Unless otherwise specifically provided herein, Architect shall obtain and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. Architect shall maintain all required professional licenses during the term of this Contract. Any failure of the Architect to maintain such professional licenses or any revocation or suspension thereof, even if probated, shall entitle the Director in his sole discretion, to immediately terminate this Contract. Architect shall immediately notify the Director of any suspension, revocation or other detrimental action against his license.

1.1.6 If an actual or potential conflict arises between the interests of the City and the interests of the Architect or other clients represented by Architect, Architect shall immediately notify the Director by fax transmission or telephone. If the Director in his sole discretion consents to Architect's continued representation of such other clients, he shall so notify the Architect in writing. If the Director does not issue written consent within three business days of receipt of Architect's notice, Architect shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

1.1.7 Architect shall notify the Director promptly of any factor, occurrence or event coming to its attention that Architect believes is likely to adversely affect its ability to meet any of its obligations hereunder or to materially delay delivery of any Document or service provided for herein and in the Project Schedule, in such event, promptly consult with the Director regarding a plan of action to prevent, eliminate or remedy such default or delay. Any request by Architect to modify the Project Schedule shall be made in accordance with this Section 1.1.7.

1.1.8 Architect shall make timely payments to all subcontractors, persons and entities supplying labor, materials or equipment for the performance of this Contract. **ARCHITECT AGREES TO PROTECT, DEFEND, AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF ARCHITECT'S FAILURE TO MAKE SUCH PAYMENTS.**

1.1.9 Architect shall be responsible for services performed by subcontractors to the same extent as if the services were performed by Architect. Architect shall replace any subcontractor when requested by the Director to do so, who shall state the reasons for such request. Architect shall provide the Director with a copy of any of its subcontractor's subcontracts at Director's request.

1.1.10 Confidentiality: Architect, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Architect, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Architect shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

1.1.11 Architect shall comply with all applicable state, federal and local laws and regulations and the City Charter and Code of Ordinances.

1.1.12 Architect's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the service and products Architect provides under this Contract.

## 1.2 PHASE I: DESIGN

1.2.1 **General.** Phase I Design shall be divided into two stages designated as Schematic Design and Design Development. For each stage, the Architect shall furnish to the Director **three** copies of all drawings, specifications, reports and other required documents.

- .1 The Architect shall proceed with Phase I upon receipt of written authorization by the Director. The Architect shall submit to the Director, within 10 days of the Notice to Proceed with Phase I, a revised Project Schedule, updated to reflect firm dates for activities and reviews set forth therein.
- .2 The Architect has developed Master Adjacency Plan (Program), Space Planning/Room Schedule, and the scope of services as set forth in Exhibit "A" attached hereto, determined its feasibility within established budgetary constraints, and arrived at an understanding of such requirements with the Director. The Architect acknowledges that the Maximum Total Construction Cost is reasonable for this Project.
- .3 Based on the Program and Project budget requirements, the Architect shall prepare, for approval by the Director, the Phase I - Schematic Design.
- .4 The Architect shall commission and direct registered professional engineers to assume responsibility for the civil, structural, mechanical, and electrical engineering aspects of the Project throughout its design and construction.
- .5 The Architect shall, on behalf of the City, file all applications for utilities commitments and furnish any additional information necessary to obtain utility commitments.

1.2.2 **Schematic Design.** The Architect shall furnish to the Director **three** copies of documents that fully illustrate the scope, scale, and relationship of all Project components representing the Architect's design solution to the criteria set forth in the Program. This submittal shall include but not be restricted to the following where applicable:

- .1 General listing of the types, quantities and sizes of spaces included in the design. Prepare a comparison of these spaces with those listed in the Program, if there is a variance.
- .2 Scaled drawings of the site plan, floor plan(s), exterior elevations and transverse and longitudinal sections through the building.
- .3 Preliminary estimate of the probable Construction Cost of the Project based on proposed systems and quantities.
- .4 General statement or schedule of proposed interior finishes.
- .5 General statement of proposed structural system or systems in sufficient detail to demonstrate that spatial requirements have been accommodated and to provide a valid basis for the preliminary estimate of Construction Cost.
- .6 General statement of proposed mechanical, electrical and plumbing systems, in sufficient detail to demonstrate that spatial requirements have been accommodated and to provide a valid basis for the preliminary estimate of Construction Cost.

1.2.3 **Design Development.** The Architect shall attend review conferences with the Director and such others as the Director may designate to assure consensus with respect to the Architect's development of the Schematic Design of the Project. Completion of Design Development shall

indicate that the Architect has substantially solved the details of the design solution and is prepared to start Contract Documents. The Architect shall furnish to the Director **three** copies of drawings, outline specifications, a preliminary estimate of Construction Cost, based on approval by the Director of the Architect's Phase I Schematic Design. This submittal shall include but not be restricted to the following where applicable:

- .1 Scaled drawings of the site plan, floor plans(s), exterior elevations and such sections and/or details necessary to demonstrate the Schematic Design. The floor plan(s) shall show all furniture, fixtures, equipment, door swings and main dimensions.
- .2 Plan layout of the proposed structural system showing preliminary main member sizes.
- .3 Plan layouts, each on a separate sheet, of the proposed mechanical, electrical and plumbing systems in sufficient detail to show equipment, fixtures, lighting, devices and distribution/gathering systems.
- .4 Outline specifications of principal materials, systems and equipment proposed for inclusion into the project. Provide a schedule of proposed interior finishes.
- .5 Updated estimate of the probable Construction Cost of the Project in sufficient detail to demonstrate its inclusiveness and the proposed level of quality throughout all aspects of the Project.

1.2.4 **Revisions.** The Architect shall make modifications to the Phase I Design Documents as may be required to obtain approval of the Director and submit to the Director **three** additional sets of revised Phase I Design Documents.

### 1.3 PHASE II: DESIGN

1.3.1 The Architect shall proceed with the Phase II Contract Documents upon the Director's written approval of the Phase I Design and upon Director's written authorization to proceed.

1.3.2 Based upon approved Phase I Design Documents and any adjustments authorized by the Director in the Program or Project budget, the Architect shall prepare, for approval by the Director, Contract Documents suitable for solicitation of competitive construction bids, for incorporation into a contract for construction of the Project and shall make clarifications and revisions necessary to obtain the building permit. Contract Documents are those Documents prepared for the purpose of obtaining bids and guiding the construction of the Project. Contract Documents shall generally include but not be restricted to the following.

- .1 Drawings of plans, elevations, sections and details defining the dimensions and spatial relationships of all elements of the Project.
- .2 A written Project manual, which includes bidding requirements, sample forms, conditions of the construction contract and specifications. The City will provide the Architect bidding requirements, sample forms and conditions of the construction contract for Architect's inclusion in the Project manual. Specifications shall define the general requirements for the Project, written descriptions of the technical nature of materials, equipment, construction systems, standards and workmanship. The Architect shall not include in either the general requirements or in other technical specification sections requirements that conflict with the bidding requirements, sample forms and conditions of the construction contract

provided by the City. Dollar allowances shall not be used in the Project manual.

.3 To the extent practicable for each item that requires a specific designation, the Architect shall specify the products of at least three manufacturers of each material and manufactured item acceptable for use in the Project.

.4 The specifications shall also provide means by which the successful bidder can submit for approval products other than those specified which it considers equivalent to those specified in quality, including durability, serviceability, design, appearance, function, finish, performance, size and weight. The Architect shall advise the Director as to whether or not products other than those listed in the specifications are equivalent to the products listed.

1.3.3 The Architect shall attend review conferences with the Director and such others as the Director may designate to obtain the Director's approval of the development of the Contract Documents.

1.3.4 The Architect shall advise the Director of any adjustments to previous estimates of Construction Cost indicated by changes in the requirements or general market conditions.

1.3.5 The Architect shall, on behalf of the City, file all applications and Documents necessary to obtain approval of governmental authorities having jurisdiction over the Project and furnish any additional information necessary to obtain approvals. This shall include, but not be limited to, submittal of drawings to the Texas Department of Licensing and Regulations, Architectural Barriers Section for review, and Building Permit application. The Architect shall provide the City with copies of Proof of Submission and Proof of Inspection filings.

1.3.6 The Architect shall submit for the Director's approval a final estimate of the Construction Cost of the Project, based upon fully developed Contract Documents.

1.3.7 The Architect shall furnish to the Director **six** copies of fifty percent complete documents and **six** copies of fully developed, permissible Contract Documents for review by the Director. The Architect shall incorporate all review comments, if any, and furnish to the Director **six** additional sets of Contract Documents.

1.3.8 The Architect and Architect's subcontractors shall attend the Pre-Bid Conference and respond to bidders' questions. If required by the Director, the Architect shall issue Addenda to the Contract Documents during the bid period as necessary to respond to bidders' questions and to make clarifications. The Architect shall evaluate bids and bidders only when the Director requests such evaluations in writing.

#### 1.4 **PHASE III: CONSTRUCTION SERVICES**

1.4.1 The Architect shall proceed with the Phase III Construction Services upon receipt of the Director's written authorization to proceed.

1.4.2 Unless otherwise provided in this Contract, the Architect shall provide limited administration of the construction contract as set forth below.

1.4.3 The Architect shall be a consultant of the City during Phase III Construction Services and shall advise and consult with the City. Instructions to the Contractor by the City shall also be sent to the Architect. The Architect shall have authority to act on behalf of the City only to the extent provided in this Contract.

1.4.4 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed in writing by the City and the Architect, to become generally familiar with the

progress and quality of the work and to determine, in general, if the work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents. The Architect shall furnish to the Director written reports of its on-site observations regarding the progress and quality of the work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of such on-site observations, the Architect shall keep the Director informed of the progress and quality of the work, and shall notify the Director immediately in writing, of any defects and deficiencies in the Contractor's work and work that is not performed in accordance with Contract Documents.

1.4.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, which are solely the Contractor's responsibility under the construction contract. Except as otherwise provided herein, the Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Except as otherwise provided herein, the Architect shall not have control over or charge of acts or omissions of the Contractor, the Contractor's subcontractors, or the Contractor's agents or employees, or of any other persons performing any portions of the work.

1.4.6 The Architect shall at all times have access to the work wherever it is in preparation or progress.

1.4.7 The Architect shall attend conferences at the Project site with the Director and such others as the Director may designate, to assist the City in the administration of the Contract.

1.4.8 When requested by the Director, the Architect shall assist the Director in determining the amounts owing to the Contractor based on Architect's on-site observations and on evaluations of the Contractor's applications for payment and shall recommend to the Director issuance of certificates for payment to the Contractor in such amounts, as provided in the Contract Documents.

1.4.9 The Architect's approval of the Contractor's application for payment shall constitute the Architect's representation to the City that based upon the Architect's on-site observations as provided in Section 1.4.5 and upon the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect. The Architect's approval of the Contractor's application for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the Architect's approval of the Contractor's application for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (3) ascertained how or for what purpose the Contractor has used money previously paid pursuant to the Contract.

1.4.10 The Architect shall interpret the requirements of the Contract Documents. The Architect shall render interpretations necessary for the proper execution or progress of the work to the Director with reasonable promptness upon written request of either the Director or the Contractor;

and, if requested by the Director, shall render written advice to the Director within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or interpretation of the Contract Documents.

1.4.11 Interpretations and advice of the Architect shall be consistent with the intent of, be reasonably inferable from the Contract Documents, and shall be in written or graphic form. When making such interpretations and giving such advice, the Architect shall not show partiality to either City or the Contractor and shall not be liable for the result of any interpretation or advice so rendered in good faith.

1.4.12 The Architect shall recommend to the Director to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall recommend to the Director, to require special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work be then fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Contractor's subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

1.4.13 The Architect shall review and recommend approval to the Director or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the construction of the Project by the City or by separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.4.14 The Architect shall submit to the Director a schedule of colors and finishes for the Project which the Architect has selected from approved submittals. Wherever practicable, Architect shall supplement schedule of colors and finishes with color chips, swatches and samples. Provided the Contractor has submitted in a timely manner acceptable samples of products he proposes to use, the Architect shall submit a schedule of colors and finishes with sufficient lead time to permit a thirty-day review/approval period without risk of delay and the timely incorporation of the finishes, materials and similar items with other aspects of the Project. During the review period, the Architect shall confer with the Director and such others as the Director may designate and make adjustment to the schedule of colors and finishes as necessary to obtain approval by the Director.

1.4.15 The Architect shall review Contractor's requests and make recommendations to the

Director. When requested by the Director, the Architect shall prepare for the Director's approval and execution in accordance with the Contract Documents, and shall have authority, with the concurrence of the Director, to order minor changes in the work which do not involve an adjustment in the construction contract amount or an extension of the construction contract time for completion and which are not inconsistent with the intent of the Contract Documents. For the purpose of this section, "construction contract amount" shall be that amount and "construction contract time" for completion shall be that period as they appear in the Contract Documents initially or as they shall have been lawfully and legitimately amended under the terms of that contract at the time of such Contractor's request.

1.4.16 The Architect shall conduct inspections to determine and recommend to the Director the dates of Substantial Completion and the date of final completion, and shall receive and forward to the Director for the Director's review, written warranties, guarantees, releases, operating instructions and maintenance manuals, keys, equipment data and related documents required by the Contract Documents and assembled by the Contractor, and shall approve the Contractor's application for final payment upon compliance with the requirements of the Contract Documents.

1.4.17 The extent of the duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified or extended without written notice by the City to the Architect and Contractor.

1.4.18 Before final payment of Phase III Construction Services compensation, the Architect shall furnish to the Director, a complete set of AutoCAD V2013 and PDF files of drawings and specifications on a read-only compact disc. The digital files shall reflect significant changes in the work including changes in scope made during construction, based on marked-up Project record drawings maintained by the contractor at the Project site, and drawings and other data furnished by the Contractor to the Architect. The Architect shall be able to rely on the accuracy of such changes and other information supplied by the Contractor and will not be required to perform studies to determine the completeness of such recorded changes, if any, supplied by the Contractor.

## **1.5 PHASE IV: POST-CONSTRUCTION SERVICES**

1.5.1 The Architect shall proceed with the Phase IV Post-Construction Services upon written authorization by the Director to proceed.

1.5.2 The Architect shall inspect the Project in the company of the Contractor, and the Director or such others as the Director may designate, no less than thirty days and no more than forty-five days prior to the expiration of the one-year correction period, established in the Contract Documents. On or before the seventh day after such inspection, the Architect shall furnish the Director a written report identifying items which require repair or replacement under the one-year correction period provisions of the Contract Documents.

## **1.6 ADDITIONAL SERVICES**

1.6.1 The following Additional Services shall be performed by the Architect, if authorized by the Director, in addition to Architect's Basic Services and shall be paid for by the City as provided for in Section 6.10 of this Contract. Additional Services shall only be provided when necessary and



related to the purposes of this Contract, when authorized in writing by the Director, and when sufficient funding has been allocated for such services.

- .1 Providing analyses of the City's needs and programming the requirements of the Project beyond the scope of services provided in Section 1.2.2.
- .2 Providing financial, feasibility or other special studies.
- .3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- .4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Phase III Construction Services.
- .5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the City.
- .6 Preparing Documents for multiple bid packages or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Phase II Construction Documents, when requested by the Director.
- .7 Providing detailed estimates of Construction Cost beyond the scope of estimate of Construction Cost based on current area, volume, or similar unit costs as required in Sections 1.2.3.5, 1.3.4 and 1.3.6; and providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- .8 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- .9 Providing services for planning leased tenant or rental spaces.
- .10 Making revisions in drawings, specifications or other Documents when such revisions are inconsistent with written approvals or instructions previously given, or during Phase II, making revisions to the Contract Documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such Documents or due to other causes not within the control of the Architect.
- .11 Preparing drawings, specifications and supporting data and providing other services in connection with a change to approved Phase II Contract Documents to the extent that such services are in excess of the Basic or other Additional Services required of the Architect pursuant to this Contract and provided such changes are not necessitated by an act or omission of the Architect. In the event a change order is caused by an act or omission of the Architect, the Architect will be required to prepare such drawings and specifications and supporting data at no expense to the City.
- .12 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities and services required in connection with construction performed by the City.
- .13 Providing consultation concerning replacement of any work damaged during construction by fire or any other cause not under the Architect's control and

- furnishing services as may be required in connection with the replacement of such work.
- .14 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the City or Contractor under the contract for construction.
  - .15 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
  - .16 Providing landscape architecture services materially beyond the minimum requirements of the Code of Ordinances.
  - .17 Providing additional construction phase services in the event that 1) the number of calendar days stipulated in the Contract Documents for Substantial Completion is exceeded beyond the time period set out in Section 6.2.2 due to no fault of the Architect or 2) the number of calendar days allowed for Substantial Completion under the Contract Documents is increased by change order beyond the time period set out in Section 6.2.2 due to no fault of the Architect.
  - .18 Providing inspection of the Project in the company of the Contractor, and the Director, or such others as the Director may designate, no less than thirty days and no more than forty-five days prior to expiration of any special Project warranty, but after expiration of the one year correction period, as defined in the general conditions of the construction contract, established in the Contract Documents. On or before the seventh day after such inspection, the Architect shall furnish the Director a written report enumerating items which require repair or replacement under the special Project warranty provisions of the Contract Documents.
  - .19 Providing land survey services to supplement any legal description and site information provided by the City and to include, but not be limited to, as applicable to the Project, grades of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions and contours of the site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and information concerning available services and utility lines both public and private, above and below grade, including inverts and depths in accordance with Project requirements. The Architect shall commission a survey to be prepared by a registered land surveyor acceptable to the Director. The survey shall be signed and sealed by the registered land surveyor.
  - .20 Providing geotechnical investigation and engineering services required for the design of the Project. Such services may include, as applicable to the Project, test borings, test pits, soil bearing values, percolation tests, and similar investigations and engineering services with reports and appropriate recommendations in accordance with the Project requirements. The Architect shall commission a geotechnical investigation to be completed by a registered geotechnical subcontractor acceptable to the Director. The geotechnical report and appropriate recommendations shall be signed and sealed by the registered geotechnical engineer.

- .21 Providing Cultural Resource Reconnaissance or Surveying services as defined in the General Rules of Practice and Procedures, Chapter 41 of the Texas Antiquities Committee, to supplement the site information provided by the City and to identify potential historic or prehistoric sites in Project areas to be affected by improvements planned as part of the Project. The reconnaissance shall be conducted in accordance with procedures promulgated by the Texas Antiquities Committee in conformance with the Antiquities Code of Texas and signed by a professional archaeologist acceptable to the Texas Antiquities Committee and the Director. For the purposes of this Contract, the Director or his delegate is authorized to approve the archaeologist's permit applications for such Cultural Resource Reconnaissance or Surveys on behalf of the City.
- .22 Providing data processing and photographic production techniques when used in connection with another Additional Service.
- .23 Providing other professional services beyond the scope of Basic Services of this Contract which are necessary and related to the purposes of this Contract.

1.6.2 Whenever the Architect, in the course of performing Basic Services, is required to present recommendations to the Director with respect to the advisability of, or the need for, any Additional Service, such recommendation shall include a recommended scope for the Additional Services and the recommended fee and expenses. If the Architect recommends subcontract services, the recommendation shall also include the names of the subcontractor(s) recommended by the Architect. A maximum fee for each such subcontractor's service shall be proposed by the Architect at the time Additional Services requiring such expenses are requested by the Director and shall be negotiated and agreed upon by the Architect and the Director prior to the expense being incurred. The compensation for each such subcontractor's service expense shall never exceed this agreed upon maximum amount.

## 1.7 TIME

1.7.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care, and the orderly progress of the work. Upon definition of the scope of the Project as provided in Section 1.2.2 and Exhibits "A" and "B" attached, the Architect shall submit for Director's approval a calendar schedule of Architect's services not exceeding the time limits provided in this Section 1.7, and which shall include allowances for periods of time required for City's review and for approval of submissions by authorities having jurisdiction over the Project, all as indicated on Exhibit "B," Project Schedule, attached. Time limits established by this schedule approved by Director shall not, except for reasonable cause, be exceeded by Architect or by the City.

1.7.2 The Architect agrees to perform the services and furnish to the Director items called for in Section 1.2 (Phase I Design) of this Contract within 231 calendar days from the issuance of a Notice to Proceed by the Director which includes a period of 56 calendar days for the City's reviews and approvals, providing there are no delays caused by the City or other agencies with whom the Project must be coordinated and over whom the Architect has no control.

1.7.3 Upon approval by the Director of Phase I Design drawings, outline specifications, and a preliminary estimate of Construction Cost, and upon written authorization by the Director, including notice of allocation of adequate funds, the Architect agrees to perform services and furnish to the

Director items called for in Section 1.3 (Phase II Contract Documents) of this Contract within 252 calendar days after receipt of such written authorization by the Director through receipt of Building Permit approval, which includes a period of 56 calendar days for Director's review and approval and 84 calendar days for Code Enforcement review and approval of the Building Permit; providing however, that if there are delays caused by the City or other agencies with whom the Project must be coordinated and over whom the Architect has no control, the Architect's time for performance shall be extended by the number of days of delay in the Project Schedule.

1.7.4 Upon receipt of written authorization from the Director to proceed, the Architect agrees to perform the services and furnish to the Director the items called for in Section 1.4 (Phase III: Construction Services) of this Contract for the period of construction time stated in the construction contract, providing there are no delays caused by the City, or by the Contractor for the general construction of the Project, or by other agencies with whom the Project must be coordinated and over whom the Architect has no control.

1.7.5 Upon receipt of written authorization from the Director to proceed, the Architect agrees to perform services and furnish to the Director the items called for in Section 1.5 (Phase IV Post-Construction Services) of this Contract within the time specified in Section 1.5.2 of this Contract.

1.7.6 Extensions of any of the time-of-performance commitments by the Architect in this Section shall be granted only by the Director, in written form, and shall have the same force and effect as the time-of-performance commitments originally stated herein.

1.7.7 The Architect acknowledges and agrees that any services it provides to the City after the completion date established in the Project Schedule, unless an extension of time has been granted, will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such services unless the City Council approves an agreement to do so in its sole discretion.

1.7.8 This Contract shall remain in force (1) until expiration of the one year correction period established in the Contract Documents, or (2) 365 calendar days after completion of the services required in either Section 1.2 Phase I: (Design) or Section 1.3 Phase II: (Contract Documents) whichever shall have been completed without the subsequent Phase being authorized, or (3) until terminated under provisions of Article 9 herein.

## 1.8 **PAY OR PLAY**

1.8.1 The requirements and terms of the City of Houston Pay or Play program, as set out in executive Order 1-7, are incorporated into this Agreement for all purposes. Architect has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Architect shall complete and submit to the Director **Exhibit "I"**, POP-2 Form prior to its execution of this Agreement.

1.8.2 Once Architect submits, and the Director approves Architect's POP-2 Form it shall be incorporated herein.

## **ARTICLE 2**

### **THE CITY'S RESPONSIBILITIES**

2.1 The City shall provide information regarding requirements for the Project including a written descriptive document, which shall set forth in detail the City's conditions and requirements for objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, and other conditions or requirements appropriate to the nature of the Project.

2.2 The City shall establish and update, when necessitated by changes in the agreed estimate and overall budget for the Project which shall include contingencies for bidding, changes in the work during construction, and other costs which are the responsibility of the City, including those described in this Article 2 and in Section 3.1.2.

2.3 The Director shall designate a representative authorized to act on the City's behalf with respect to the Project. The Director's authorized representative shall examine the Phase I and Phase II documents submitted by the Architect and shall render and obtain decisions pertaining thereto promptly to avoid unreasonable delay in the Architect's services.

2.4 If required for the Project, the City shall furnish or shall authorize the cost of obtaining as an Additional Service, a complete and correct written legal description of the site, including metes and bounds, corners, lines of streets and alleys, and location of the site.

2.5 The City shall pay for quality control testing and other laboratory tests, inspections and reports as required by law or by the Contract Documents.

2.6 When required for the Project, and when the services, information, surveys and reports described in Sections 2.4 and 2.5 inclusive, are furnished by the City, the Architect shall be able to rely upon the accuracy and completeness thereof.

2.7 If the City observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the City to both the Architect and Contractor.

2.8 The City shall furnish required information and services and shall render or obtain approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the work.

## **ARTICLE 3**

### **CONSTRUCTION COST**

#### **3.1 DEFINITION**

3.1.1 The Construction Cost shall be the actual cost to the City of all elements of the Project designed or specified by the Architect.

3.1.2 Estimates of Construction Cost shall include (1) the cost, at current market rates, of labor and materials furnished by the City, (2) equipment designed, specified, selected or specially provided for by the Architect, (3) City building permit fees, and (4) a reasonable allowance for the cost of construction, including the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's subcontractors, the cost of the land, rights-of-way, or other costs which are the responsibility of the City as provided in Article 2.

### **3.2 RESPONSIBILITY FOR CONSTRUCTION COST**

3.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Costs, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Project budget proposed, established or approved by the City, if any, or from any estimates of Construction Cost or evaluation prepared by the Architect.

3.2.2 When a Maximum Total Construction Cost is established as a condition of this Contract in Section 1.1.2 or at any time prior to the taking of bids, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and, with written approval, to make reasonable adjustments in the scope of the Project, or to include in the Contract Documents alternate bids to adjust the Construction Cost to the specified Maximum Total Construction Cost.

3.2.3 If bidding has not commenced within 6 months after the Architect submits the Contract Documents to the City, any Project budget or Maximum Total Construction Cost may, when warranted in the opinion of the Director, be adjusted to reflect any change in the general levels of prices in the construction industry between the date of submittal of the Contract Documents to the City and the date on which bid proposals are sought.

3.2.4 If a Project budget or Maximum Total Construction Cost (adjusted as provided in Section 3.2.3) is exceeded by the lowest bona fide bid, the City shall (1) give written approval of an increase in such Maximum Total Construction Cost, or (2) authorize rebidding of the Project within a reasonable time, or (3) in the event the Project is abandoned, terminated in accordance with Section 9.2.1, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a Maximum Total Construction Cost has been established as a condition of this Contract, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the Maximum Total Construction Cost. The successful provision of such service shall be the limit of the Architect's responsibility arising from the establishment of such Maximum Total Construction Cost, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Contract, whether or not Phase III: Construction Services are commenced.

## **ARTICLE 4**

### **DIRECT PERSONNEL EXPENSE**

#### **4.1 DEFINITION**

4.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect and all of the Architect's personnel directly engaged on the Project, plus the portion of the cost of their mandatory

and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. For the purpose of this Contract the cost of such contributions and benefits is established as equal to 35% of direct salaries. Direct salary rates for the duration of this contract are shown on **Exhibit "D"** attached hereto and, by reference, incorporated.

## **ARTICLE 5**

### **REIMBURSABLE EXPENSES**

#### **5.1 DEFINITION**

5.1.1 A maximum amount for each Reimbursable Expense shall be proposed by the Architect at the time that services requiring such expenses are requested by the Director and shall be negotiated and agreed upon by the Architect and the Director prior to the expenses being incurred. The compensation for each such Reimbursable Expense shall never exceed this agreed upon maximum amount. Reimbursable Expenses are to be paid in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and subcontractors, including any sales tax Architect is legally required to pay, in the interest of the Project while performing services requested by the Director pursuant to the following Sections:

5.1.2 If authorized in advance in writing by the Director, travel costs in connection with out-of-town travel, to points outside of the greater City of Houston area, not to exceed the amounts established under the City's then current travel reimbursement policy for its employees,

5.1.3 If authorized in advance in writing by the Director, long distance communications, and fees paid for securing approval of authorities having jurisdiction affecting the Project,

5.1.4 Expense of reproductions, postage and handling of drawings, specifications and other Documents. Expenses for reproductions for submittals or correction of submittals required under Phase I or Phase II, reproductions for the office use of the Architect and the Architect's subcontractors are not reimbursable,

5.1.5 If authorized in advance by the Director, the expense of overtime work requiring higher than regular rates,

5.1.6 If authorized in advance by the Director, the expense of renderings, models and mock-ups,

5.1.7 If authorized in advance by the Director, the expense of filing documents for governmental approval under Sections 1.2.1.5 and 1.3.5, except for building permits, required for the Project.

## **ARTICLE 6**

### **PAYMENTS TO THE ARCHITECT**

#### **6.1 GENERAL**

6.1.1 The City shall compensate the Architect under this Contract as provided in this Article.

6.1.2 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Architect's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificates and federal tax identification number to Architect if requested.

**6.2 PAYMENTS FOR BASIC SERVICES**

6.2.1 Payments for Basic Services shall be made as set forth in Sections 6.6, 6.7, 6.8 and 6.9.

6.2.2 If the time initially established in the construction contract for completion of the Project is extended, through no fault of the Architect, for more than 90 calendar days, the Architect may request compensation for any required extension of Phase III services, which, if authorized, shall be paid in accordance with the provisions of Section 6.10 for Additional Services.

6.2.3 Payments for Basic Services may be made monthly upon presentation of the Architect's statement of services rendered and expenses incurred.

**6.3 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

6.3.1 Payments for Additional Services and for Reimbursable Expenses may be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**6.4 PAYMENTS WITHHELD**

6.4.1. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Architect.

6.4.2 If the Architect receives payment from the City for work performed by any subcontractor or for materials provided by any supplier and the Architect withholds or has withheld payment to the subcontractor or supplier on account of a deficiency in the quality or quantity of that subcontractor's or supplier's work or materials, the City may withhold the amount associated with such work or materials from any pending or future payments to the Architect until the next regular payment to the Architect occurring after the City receives reasonable documentation that the deficiency has been remedied.

**6.5 PROJECT SUSPENSION**

6.5.1 If the Project is suspended for more than 365 days, the Architect shall be compensated in accordance with Article 9, for all services performed prior to the suspension.

**6.6 BASIS OF COMPENSATION FOR PHASE I DESIGN SERVICES - STIPULATED SUM**

6.6.1 For Phase I Design performed by the Architect the City agrees to pay to the Architect the sum of \$525,000.00.

6.6.2 The Director may authorize, no more frequently than monthly, partial payments commensurate with percentage of completion of Phase I Design by the Architect. The fee for the Phase I services shall be payable as follows:

.1 When the Schematic Design of the Project is complete and approved by the Director, the City agrees to pay to the Architect the sum of \$262,500.00.

.2 When Design Development is complete and approved by the Director, the City agrees to pay to the Architect the sum of \$262,500.00.

**6.7 BASIS OF COMPENSATION FOR PHASE II CONTRACT DOCUMENTS - STIPULATED SUM**

6.7.1 For Phase II Contract Documents services performed by the Architect the City agrees to pay to the Architect the sum of \$262,500.00. The fee for the Phase II services shall be payable as follows:

.1 When the Drawings and the Project manual are, in the opinion of the Director, 50%



complete, the City agrees to pay to the Architect the sum of **\$131,250.00**

- .2 When the Drawings and the Project manual are fully developed, permittable documents that have been submitted to the Director for final approval, the City agrees to pay to the Architect the sum of **\$131,250.00**.
- .3 When the Drawings and Project manual receive final approval of the Director, the City agrees to pay the Architect the sum of **\$0.00**.
- .4 When the Architect has obtained the Building Permit approval, the City agrees to pay to the Architect the sum of **\$0.00**.
- .5 The Director may authorize no more frequently than monthly, partial payments commensurate with completion of Phase II services of the Architect.
- .6 Final payment shall be a lump sum payment of **\$262,500.00** due upon receipt of acceptable bids for the Project. If the Project is terminated under Section 1.7.8 (2) or (3) the final payment becomes due and payable to the Architect.

**6.8 BASIS OF COMPENSATION FOR PHASE III CONSTRUCTION SERVICES - STIPULATED SUM**

6.8.1 For Phase III Construction services performed by the Architect the City agrees to pay to the Architect the sum of **\$262,500.00**. The fee for the Phase III Construction Services shall be payable as follows:

- .1 Partial payments for Phase III Construction Services shall be paid periodically, but no more frequently than monthly, on the basis of that proportion of compensation for Phase III Construction Services actually performed bears to the total compensation for Phase III Construction Services required under this Contract, less previous payments for services.
- .2 Partial payments shall be limited to a total of 95% of the final amount due for Construction Services until (1) the completion of Construction Services and any Additional Services requested, and (2) the Project has been accepted by City Council.
- .3 The final 5% shall be a lump sum payment due upon Project acceptance by City Council.

**6.9 BASIS OF COMPENSATION FOR PHASE IV POST-CONSTRUCTION SERVICES**

6.9.1 Compensation for Phase IV Post-Construction services performed by the Architect is included in the compensation received by Architect under Section 6.8 for Phase III Construction Services.

**6.10 COMPENSATION FOR ADDITIONAL SERVICES**

6.10.1 For Additional Services of the Architect, as described in Section 1.6.1, but excluding Reimbursable Expenses and Additional Services of subcontractors, compensation to the Architect shall be a multiple of **2.2** times the Direct Personnel Expense of the Architect's Principals and employees incurred in the interest of the Project.

6.10.2 For Additional Services as described in Section 1.6.1 provided by subcontractors under contract with the Architect, compensation to the Architect shall be a multiple of **1.10** times the Subcontract Cost incurred in the interest of the Project. For Additional Services described in Section 1.6.1, payment to Architect shall be subject to the following:

- .1 The maximum cost of Certified Land Survey Services described under Section

- 1.6.1.19 is **\$18,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .2 The maximum cost of Geotechnical Investigation and Engineering Services described under Section 1.6.1.20 is **\$6,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .3 The maximum cost of Furniture, Fixture & Equipment (FF&E) Services described under Section 1.6.1.8 is **\$29,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .4 The maximum cost of Building envelope consultant services described under Section 1.6.1.23 is **\$25,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .5 The maximum cost of LEED Commissioning Services described under Section 1.6.1.23 is **\$30,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .6 The maximum cost of Site Platting Services described under Section 1.6.1.3 is **\$5,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .7 The maximum cost of Program Revisions described under Section 1.6.1.23 is **\$25,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .8 The maximum cost of Information Technology consultant services described under section 1.6.1.23 is **\$8,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .9 The maximum cost of Audio/Visual services described under section 1.6.1.23 is **\$5,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .10 The maximum cost of Security consultant services described under section 1.6.1.23 is **\$8,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .11 The maximum cost of Traffic Form A and Study consultant services described under section 1.6.1.23 is **\$10,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.
- .12 The maximum cost of Miscellaneous Additional Services described under section 1.6.1.23 is **\$100,000.00** and, unless an additional allocation for this expense is made, the total obligation of the City to the Architect shall not exceed the above maximum cost.

6.10.3 Compensation for Additional Services described in Section 1.6.1 shall not exceed **\$269,000.00** unless increased by additional allocation after execution of this Contract.

#### 6.11 REIMBURSABLE EXPENSES

6.11.1 For Reimbursable Expenses, as described in Article 5, compensation to the Architect shall be a multiple of **1.10** times the amounts expended by the Architect, the Architect's employees and/or subcontractors in the interest of the Project.

6.11.2 Compensation for Reimbursable Expenses as described in Article 5, shall not exceed **\$60,500.00** unless an additional allocation is made after execution of this Contract.

#### 6.12 LIMIT OF APPROPRIATION

6.12.1 The City's duty to pay money to Architect under the Contract is limited in its entirety by the provisions of this Section.

6.12.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated **\$1,379,500.00** ("Original Allocation") to pay money due under the Contract. The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for the Contract, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

6.12.3 The City makes a Supplemental Allocation by issuing to Architect a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

#### **"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

By signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ \_\_\_\_\_

6.12.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under the Contract in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under the Contract, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.12.5 The Director shall have the authority to reallocate funding between and among the various categories of Additional Services and the various categories of Reimbursable Expenses.

## **6.13 ADDITIONAL PROVISIONS**

6.13.1 All invoices for the Basic Services are subject to approval by the Director and are due and payable on or about thirty days after receipt and approval by the Director. All payments shall be made by check. Such checks shall be made payable to the Architect and payments shall be addressed to the Architect at its address specified herein for notices. The City agrees that it will not unreasonably delay or withhold payment or approval of any invoice; however, the Director shall approve in whole or in part or disapprove Architect's invoices within fifteen days. Neither partial payments made hereunder nor approval of invoices or services by the Director shall be construed as final acceptance or approval of that part of the Architect's services to which such partial payment or approval relates nor shall such payments be construed as relieving the Architect of any of its obligations hereunder with respect thereto.

## **ARTICLE 7**

### **RELEASE AND INDEMNIFICATION**

#### **7.1 RELEASE**

7.1.1 EXCEPT FOR THE CITY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, ARCHITECT AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT.

#### **7.2 INDEMNIFICATION**

7.2.1 ARCHITECT AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF ARCHITECT'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER ARCHITECT IS IMMUNE FROM LIABILITY OR NOT. ARCHITECT SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES.

#### **7.3 RELEASE AND INDEMNIFICATION OF PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

7.3.1 ARCHITECT AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING ARCHITECT,

ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS ARCHITECT FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. ARCHITECT SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

7.3.2 ARCHITECT SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

7.3.3 WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, ARCHITECT SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND ARCHITECT SHALL REFUND THE PURCHASE PRICE.

#### **7.4 SUBCONTRACTOR'S INDEMNITY**

7.4.1 ARCHITECT SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

### **ARTICLE 8**

#### **OWNERSHIP AND USE OF THE DOCUMENTS**

8.1 Architect conveys and assigns to the City its entire interest and full ownership worldwide in and to any work, invention, notes, plans, computations, data bases, tabulations, exhibits, reports, underlying data, photographs and other work products, and any modifications or improvements to them (collectively "Documents"), and the copyrights, patents, trademarks, trade secrets, and any other proprietary rights therein (collectively "Proprietary Rights") that Architect, its agents, employees, contractors, and subcontractors (collectively "Authors") develop, write, or produce under this Agreement.

8.2 The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director, Architect shall place a conspicuous notation on any Works which indicates that the City owns the Proprietary Rights.

8.3 Architect shall execute all documents required by the Director to further evidence this assignment and ownership. Architect shall cooperate with the City in registering, creating, and enforcing Proprietary Rights arising under this Agreement. If Architect's assistance is requested and rendered under this Section, the City shall reimburse Architect for all out-of-pocket expenses it incurs in rendering assistance, subject to the availability of funds. On termination of this Agreement, or if requested by the Director, Architect shall deliver all Works to the City. Architect shall obtain written agreements from the Authors which bind them to the terms in this Section.

8.4 All Works developed, written, or produced under this Agreement for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; or an atlas, are "works made for hire."

8.5 Architect may retain copies of the Documents for its archives. Architect shall not otherwise use, sell, license, or market the Documents.

## **ARTICLE 9**

### **TERM, TERMINATION AND SUSPENSION OF CONTRACT**

9.1 **TERM.** This Contract is effective on the Effective Date and expires upon the completion of the project unless terminated sooner.

#### **9.2. TERMINATION OF CONTRACT**

9.2.1 This Contract may be terminated by the City with or without cause upon thirty days written notice signed by the Director.

9.2.2 The Architect may terminate this Contract upon thirty days written notice to the City if the City fails substantially to perform in accordance with the terms of this Contract or if activity on the Project is suspended by the City for longer than the time period set out in Section 6.5.1, or if a Force Majeure causes suspension of the Project for longer than ninety days, provided, however, in the event the failure or suspension is cured within a thirty day period following the receipt by the City of the Architect's termination notice, the notice of termination shall become ineffective.

9.2.3 Upon receipt of a notice of termination and prior to the effective date of the termination, the Architect shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty days after receipt of the notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

9.2.4 Reproducible copies of all completed or partially completed Documents prepared under this Contract prior to the effective date of termination shall be delivered to the Director as a precondition to final payment.

9.2.5 In the event of termination due to no fault of the Architect and upon conditions stated in Sections 9.2.2 and 9.2.3 being met, the City shall promptly compensate the Architect for all services authorized by the Director and performed before or on the termination date, less previous compensation payments for services, together with Reimbursable Expenses then due.

#### **9.3. FORCE MAJEURE, SUSPENSION OF CONTRACT**

9.3.1 Timely performance by both parties is essential to this Contract. However, neither party will be liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by Force Majeure. For purposes of this Contract, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority.

9.3.2 This relief is not applicable unless the affected party does the following:

- .1 uses due diligence to remove the Force Majeure as quickly as possible;
- .2 provides the other party with prompt written notice of the cause and its anticipated effect; and

.3 provides the other party with written notice describing the actual delay or non-performance incurred within seven days after the Force Majeure ceases.

9.3.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract by the City.

9.3.4 If the Force Majeure continues for more than 30 days, the Director may terminate this Contract by giving seven days' written notice to Architect. Such termination is not a default or breach of this Contract. Architect waives any claim it may have for financial losses or other damages resulting from the termination except for amounts due under the Contract.

9.3.5 Architect shall not be relieved of the performance of its obligations under this Contract due to a strike or work slowdown of its employees. Architect shall employ only fully trained and qualified personnel during a strike.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

#### 10.1 APPLICABLE LAWS

10.1.1 This Contract is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and ordinances of the City of Houston (e.g. Landscape Ordinance), the laws and regulations of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction over this Project. Venue for this Contract is Harris County, Texas.

#### 10.2 INSURANCE

10.2.1 The Architect shall provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows:

10.2.1.1 **Risks and Limits of Liability:** The insurance, at a minimum, must include the following coverages and limits of liability:

| Coverage  | Limit of Liability   |
|---|--|
| Workers' Compensation   | Statutory for Workers' Compensation  |
| Employer's Liability  | Bodily Injury by accident \$1,000,000 (each accident)<br>Bodily Injury by Disease \$1,000,000 (policy limit)<br>Bodily Injury by Disease \$1,000,000 (each employee) |
| Commercial General Liability:<br>Including Broad Form Coverage,<br>Bodily Injury and Property Damage<br>(Products and Completed Operations<br>required when Physical Operations<br>performed) | Bodily Injury and Property Damage, Combined<br>Limits of \$1,000,000 each Occurrence and<br>\$1,000,000 aggregate per 12-month period                                |
| Automobile Liability  | \$2,000,000 combined single unit for (1) any<br>auto or (2) all owned, hired and non-owned<br>autos  |
| Excess Liability applicable to  | \$1,000,000  |

| Coverage   | Limit of Liability              |
|--|---------------------------------|
| Commercial General and Automobile Liability                                |                                 |
| Professional Liability   | \$2,000,000 per claim/aggregate |
| Aggregate limits are per 12-month policy period unless otherwise indicated |                                 |

If professional liability coverage is written on a "claims made" basis, the Architect shall also provide proof of renewal each year for two years after substantial completion of the project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the project covered by this Contract with a duration of two years after substantial completion.

10.2.1.2 **Form of Policies:** The insurance may be in one or more policies of insurance, the form of which must be approved by the Director and City Attorney; however, such approval shall never excuse non-compliance with the terms of this Section.

10.2.1.3 **Issuers of Policies:** The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in the State of Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide*.

10.2.1.4 **Insured Parties:** The City shall be an additional insured under this contract. Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, must name the City and its officers and employees as Additional Insureds on the original policy and all renewals or replacements during the term of this Contract.

10.2.1.5 **Deductibles:** Architect shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against the City, its officers or employees.

10.2.1.6 **Cancellation:** Architect must give the Director 30 days' advance written notice of any cancellation, non-renewal, or material change to the policy. Within the 30-day period, Architect shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect the required coverage. If Architect does not comply with this requirement, the Director, at his or her sole discretion, may:

- (a) immediately suspend Architect from any further performance under this Contract and begin procedures to terminate for default, or
- (b) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Architect under this Contract.

10.2.1.7 **Subrogation:** Architect waives any claim or right of subrogation to recover against the City, its officers, agents and employees, and each Architect's insurance policy, except Professional Liability, must contain an endorsement waiving such claim.

10.2.1.8 **Endorsement of Primary Insurance:** Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.



10.2.1.9 **Liability for Premium:** The Architect shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

10.2.1.10 **Subcontractors:** Architect shall require all subcontractors whose subcontracts exceed \$100,000, to carry insurance meeting all requirements stated above except amount. The amount shall be commensurate with the amount of the subcontract, but in no case shall it be less than \$500,000 per claim.

10.2.2 **Delivery of Policies:**

10.2.2.1 At the time this Contract is signed and as long as this Contract continues, Architect must furnish to the Director certificates of insurance that meet the requirements of this Contract. These certificates must bear the Architect's name for which they are insured. If requested by the Director, Architect must provide the originals of all policies referred to above, or copies certified by the agent or attorney-in-fact issuing them. Architect shall provide updated certificates of insurance to the Director upon request.

10.2.2.2 Every certificate of insurance Architect delivers for the Project shall:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and authorized signature;
- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
  - (i) All coverage and limits of the policy;
  - (ii) Effective and expiration dates; and
  - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described above.

10.2.2.3 Architect shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Architect does not comply with this requirement, the Director, at his or her sole discretion, may: Immediately suspend Architect from any further performance under this Contract and begin procedures to terminate for default; or

10.2.2.4 The City shall never waive or be estopped to assert its rights to terminate this Contract because of its acts or omissions regarding its review of insurance documents.

10.2.2.5 Architect shall, upon the City's request, deliver an assurance letter from Architect's insurer stating that the insurer intends to issue Architect a new policy that meets the terms of this Section.

10.2.3 **Other Insurance.** If requested by the Director, Architect shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Architect's operations under this Contract.

10.3 Unless otherwise provided in this Contract, the Architect and Architect's subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

10.4 The Architect agrees not to participate in the bidding process as a bidder and not to engage in construction of the Project. By written agreement, the Architect shall require each subcontractor for Project engineering services to be bound by the requirements of this Section.

10.5 **EQUAL EMPLOYMENT OPPORTUNITY**

10.5.1 The provisions set out in **Exhibit "C"** relating to Equal Employment Opportunity and attached to this Contract are hereby incorporated by reference herein for all purposes as fully and completely as if set forth verbatim herein. For the purpose of interpreting such, the Architect shall be the "Contractor".

10.6 **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION**

10.6.1 Architect shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Architect shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to MWBEs. Architect acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them.

10.6.2 Architect shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").
2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Architect (prime contractor) and subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

10.6.3 To this end, the Architect shall maintain records showing: (i) subcontracts and supply agreements with Minority Business Enterprises; and (ii) subcontracts and supply agreements with Women-owned Business Enterprises; and (iii) specific efforts to identify and award subcontracts and supply agreements to Minority and Women-owned Business Enterprises.

10.6.4 The Architect shall be required to submit periodic reports of its efforts under this Article to the OBO Director in such form and manner and at such time or times as may be prescribed, but initially described in the reporting forms included as **Exhibit "J"**.

**10.7 SUCCESSORS AND ASSIGNS**

10.7.1 The City and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the City nor the Architect shall assign in law or otherwise, sublet or transfer any interest in this Contract without the written consent of the other.

**10.8 NON-WAIVER**

10.8.1 Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**10.9 NOTICES**

10.9.1 All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

**10.10 CAPTIONS**

10.10.1 The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

**10.11 ACCEPTANCES AND APPROVALS**

10.11.1 Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Architect, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Architect, its employees, agents, subcontractors or suppliers pursuant to this Contract.

**10.12 AMBIGUITIES**

10.12.1 In the event of any ambiguity in any of the terms of this Contract it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

**10.13 INDEPENDENT CONTRACTOR**

10.13.1 The relationship of the Architect to the City shall be that of an independent contractor. The City has no control or supervisory powers over the manner or method of Architect's performance under this Contract. All personnel Architect uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Architect is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

**10.14 SURVIVAL**

10.14.1 The provisions set forth in Article 8, Ownership and Use of The Documents, herein shall survive the termination, cancellation or expiration of this Contract.

**10.15 EXTENT OF CONTRACT**

10.15.1 This agreement, including its sections and the referenced Exhibits A to M which are made a part hereof, represents the entire and integrated agreement between the City and the Architect ("Contract") and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may not be altered or amended except in writing executed on behalf of all of the parties and approved by ordinance by the City Council of the City of Houston.

10.15.2 If a conflict among the sections and Exhibits arises, the sections shall control over the Exhibits.

10.15.3 This Contract is between the City and Architect, which are collectively referred to as the "parties" or singularly as a "party." This Contract shall bind and benefit the parties and shall not bestow any rights or benefits upon any third parties.

10.15.4 If any part of this Contract is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**10.16 FAIR CAMPAIGN ORDINANCE**

10.16.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint ventures having an equity interest of 10 percent or more for the partnership or joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information. The term "contractor" as used in this ordinance and for the purposes of this Contract, shall mean the "Architect".

**10.17 ENFORCEMENT**

10.17.1 The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization. Architect covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Architect's compliance with this Contract, with the exception of those documents made

confidential by federal or State law or regulation.

10.17.2 This Contract is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

10.17.3 The parties consent to venue for any litigation relating to this Contract being Harris County, Texas, regardless of any choice of law rules.

10.17.4 Unless otherwise specified in this Contract, the rights and remedies contained in this Contract are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Contract except in accordance with its provisions.

#### 10.18 **DRUG DETECTION AND DETERRENCE**

10.18.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Architects while on City Premises is prohibited. By executing this Contract, Architect represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Architects, Executive Order No. 1-31 Revised ("Executive Order"). City Council Motion No. 92-1971 (Mayor's Policy) is on file in the office of the City Secretary. Copies of Executive Order No. 1-31, Revised may be obtained in Room B-1, City of Houston Offices located at 1801 Main Street.

10.18.2 Executive Order No. 1-31, Revised applies to all City of Houston contracts for labor and/or services except the following:

- .1 Contracts authorized by Emergency Purchase Orders,
- .2 Contracts in which imposition of the requirements of this Executive Order would exclude all potential bidders or proposers or would eliminate meaningful competition for the contract,
- .3 Contracts with companies that have fewer than fifteen employees during any 20-week period during a calendar year and no safety impact positions,
- .4 Contracts with non-profit organizations providing services at no cost or reduced cost to the public, and
- .5 Contracts with federal, state, or local governmental entities.

10.18.3 Prior to execution of this Contract, Architect will have filed with the City (i) the Drug Policy Compliance Agreement substantially in the format set forth in **Exhibit "E"** (Attachment A to the Executive Order), (ii) a copy of its drug-free workplace policy, and (iii) a written designation of all safety impact positions, if applicable or (iv) a Certification of No Safety Impact Positions, substantially in the format set forth in **Exhibit "F"** (Attachment C to the Executive Order), if applicable (i.e. no safety impact positions). Architect shall also file every 6 months during the performance of this Contract and upon the completion of this Contract, a Drug Policy Compliance Declaration in a form substantially in the format set forth in **Exhibit "G"** (Attachment B to the Executive Order). The Drug Policy Compliance Declaration shall be submitted within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Contract. The first 6-month period shall begin to run on the date City issues its Notice to Proceed

hereunder or if no Notice to Proceed is issued, on the first day Architect begins Work.

10.18.4 Architect shall have the continuing obligation to file with the Director written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Architect also shall have the continuing obligation to file updated designations of safety impact positions with the Director when additional safety impact positions are added to Architect's employee work force.

10.18.5 Architect shall require that its subcontractors comply with the Mayor's Policy and the Executive Order and Architect shall be responsible for securing and maintaining the required documents for City inspection throughout the term of this Contract.

10.18.6 The failure of Architect to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article 9.

#### 10.19 **BUSINESS STRUCTURE AND ASSIGNMENTS**

10.19.1 Architect shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Architect shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

#### 10.20 **ARCHITECT'S DEBT**

10.20.1 If Architect, at any time during the term of this Contract, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify City Controller in writing. If City Controller becomes aware that Architect has incurred a debt, it shall immediately notify Architect in writing. If Architect does not pay the debt within thirty days of either such notification, City Controller may deduct funds in an amount equal to the debt from any payments owed to Architect under this Contract, and Architect waives any recourse therefore. Architect shall file a new Affidavit of Ownership, using the form designated by City, between February 1 and March 1 of every year during the term of this Agreement.

#### 10.21 **ARCHITECT'S ACCOUNTING RECORDS, INSPECTIONS AND AUDITS**

10.21.1 The Director and City Controller shall have the right to examine and review the Architect's books, records and billing Documents which are directly related to performance or payment under this Contract. The Architect shall maintain such books, records, and billing Documents for four years after the cessation of Architect's other services and responsibilities under this Contract. Nothing in this Article shall affect the time for bringing a cause of action nor the applicable statute of limitations.

The parties have executed this Contract in duplicate copies, each of which shall be an original, as of the date of countersignature by the City Controller of the City of Houston.

**ARCHITECT:**  
**PERKINS & WILL, INC.**

DocuSigned by:  
By: John Strastus  
Name: John Strastus  
Title: Principal

**ATTEST/SEAL:**

DocuSigned by:  
By: Brodie Stephens  
Corporate Secretary

Tax Identification No. 36-2690384

**CITY:**  
**THE CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_  
Mayor

**ATTEST/SEAL:**

By: \_\_\_\_\_  
City Secretary

**COUNTERSIGNED:**

\_\_\_\_\_  
City Controller

**DATE COUNTERSIGNED:**

\_\_\_\_\_  
"Effective Date"

**APPROVED:**

DocuSigned by:  
C. J. Messiahy, Jr.  
Director, General Services Department

**APPROVED AS TO FORM:**

[Signature]  
Senior Assistant City Attorney  
LD No. \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **North Belt Police Station WBS No. G-000165-0001-3**

##### **1.1 PROJECT DESCRIPTION:**

**1.1.1** The scope of services for this Project includes the provision of architectural and engineering services necessary to design, document, and administer the construction contract for the New North Belt Police Station and Fleet Building located at 320 Gears Road, Houston, Texas.

**1.1.2** The new facilities include a 29,000 S.F. police station and a 2,000 S.F. Fleet Building. Program spaces shall include patrol, administration, investigative functions and opportunities for community relations as well as the Fleet Building to maintain the vehicle motor pool. Site improvements will include landscaping, parking, storm water detention if required, fencing, exterior lighting, and a back-up generator. The new building shall be constructed with energy efficient MEP systems and meet all current environmental and LEED standards. The construction budget shall be \$15,344,500.00. See Budget Allocation.

**1.1.3** Architect shall provide specifications; prepare biddable documents; provide permitting services; estimate construction costs; provide value engineering; assist with bidding and award activities; arrange and conduct meetings; perform construction phase services, including construction management; coordinate commissioning activities; and assist in the warranty review. Computer Aided Design and Drafting (CADD) shall be utilized in the preparation of Contract Document Drawings and Record Drawings. Construction Specifications Institute (CSI) standards shall be used in the preparation of the Project Manual.

**1.1.4** The Architect shall not specify the use of any building materials to be used in the construction of this project that are classified as "asbestos containing materials" (ACM). ACMs are defined as materials containing greater than one percent (>1%) asbestos.

##### **2.1 BASIC SERVICES:**

**2.1.1** The Architect shall design this Project to comply with the Leadership in Energy & Environmental Design (LEED™) standards for a Silver Level LEED™ Certification, unless otherwise approved by the Director in writing.

**2.1.2** The architect shall register the Project with the United States Green Building Council



(USGBC). The Architect shall compile and submit necessary documentation to USGBC for review and certification. LEED registration fees are a Reimbursable Expense.

**2.1.3** The Architect shall provide specifications that incorporate LEED requirements for inclusion in the Contract Documents. The contract documents shall define the contractor's responsibilities and documentation requirements related to LEED certification, including construction waste management, construction indoor air quality, and obtaining materials credits.

**2.1.4** Phase II services involve the development of Contract Documents, as described in the Contract. Contract Documents shall be suitable for the solicitation of competitive construction bids. All permit and other discrepancies must be resolved, and changes incorporated into the Contract Documents before approval can be given by the City for the 100% submittal and the subsequent initiation of the bidding process.

**2.1.5** The Architect shall issue Adobe™ PDF files for all specifications and drawings for bidding purposes. The Architect shall also submit to the City, the CADD files used to create the Drawings. Label CD-ROM disk with Project Name, Project Number, date and type of submittal (e.g. Bid Issue, Record Drawings, etc.). Do not use erasable or re-writable CD-ROM disks.

**2.1.6** When the Architect has completed drawings for bidding and addendum purposes; the Architect shall compile a "for construction set" inclusive of all pre-bid and post-bid changes. The Architect shall submit to the City four hard copies, CADD and Adobe™ PDF files.

**2.1.7** The Architect shall arrange and conduct Phase I and Phase II meetings providing associated documentation. Meeting minutes shall be typed and distributed to all project stakeholders within three days of the meeting occurrence. The Architect shall also solicit comments, revise and redistribute the meeting minutes.

**2.1.8** Phase III services involve the administration of construction and other services as specified in the Contract.

**2.1.8.1** The Architect shall attend bi-weekly construction progress meetings. As determined by the Director based on the progress of the work, the Architect may be required to attend meetings on a more frequent basis. At the end of the progress meetings the Architect shall walkthrough the project site with the City's project manager.

**2.1.8.2** At the conclusion of construction the Architect shall correct the CADD files for the

Project from information taken from the "red line" record prints maintained on the site by the Contractor throughout the construction phase. The Architect shall periodically review the "red line" record prints to determine, to the best of the Architect's knowledge, whether they are maintained properly. The Record Drawings required in Section 1.4.19 of the Contract shall be Adobe™ PDF files generated from these corrected CADD files. In addition to providing Record Drawings, the Architect shall also provide the CADD files used to produce these files.

**2.1.8.3** The Architect shall provide "punch list" inspection to determine the status of Substantial Completion. Provide a list of all outstanding items to be completed, by discipline, to the Director. Written warranties guarantee, releases, operating instructions, maintenance manuals, keys, equipment data and related documents required by the Contract Documents shall be obtained and reviewed. Three sets of documents bound and labeled in three-ring binders shall be transmitted to City's project manager.

### **3.1 ADDITIONAL SERVICES:**

**3.1.1** Enhanced LEED commissioning will be paid as an additional service as authorized by the Director in writing.

### **4.1 REIMBURSABLE EXPENSES:**

**4.1.1** The Architect shall provide two 18" x 24" color renderings of the City-approved Phase II design, as a Reimbursable Expense. The City shall approve both views in advance. Both renderings are to be framed in black metal frames, the style of which is to be approved by the City. City agrees to reimburse the Architect up to a sum **not to exceed \$5,000.00**.

### **5.1 PROJECT BUDGET:**

**5.1.1** Pursuant to City policy concerning the Administration and control of project funds, the initial budget for this Project is established at **\$15,344,500.00** is defined in the contract as the "Agreed Estimate". The Architect shall therefore endeavor to plan and design this Project in such a manner that the Architect's best professional estimate of probable Construction Cost, as defined in the Contract, does not exceed this amount. If at any time during the course of this Project, the Architect's estimate of Construction Cost, for all work designed and specified, exceeds this amount, the Architect shall immediately notify the Director, may by written notice either increase the Agreed Estimate up to an amount not to exceed the Maximum Total Construction cost, or any revision thereof, or obtain an agreed upon reduction in the Project scope. For any budget revision there shall be no increase in the Architect's fee.

### **6.1 USE OF COMPUTER-AIDED DESIGN AND DRAFTING (CADD):**

**6.1.1** All CADD files submitted shall be vector graphic files. All drawings used as Contract Documents for the Project shall be developed using Computer-aided Design and Drafting (CADD) software that produces vector graphic files. All CADD files used to generate drawings that are submitted to the City shall be submitted at the same time as the drawings they represent.

**6.1.2** CADD files shall be AutoCAD 2008 compatible. The files submitted shall be capable of being read by AutoCAD 2008 software, with little or no translation degradation. If there is translation degradation, it must be acceptable to the City.

**6.1.3** Use of raster graphic (scanned) images is limited. Scanned images may be incorporated into the drawings for such things as photographs, when approved by the City. For additions and renovation work, if no vector files of the Record Drawings (i.e. As-built) are available, and additional services for digitizing have not been provided, raster graphic images of the existing facility may be used to provide context to the new work. When raster images of "as-built" drawings are used, they shall be properly scaled and cleaned to blend with the vector drawings depicting the new work.

**6.1.4** CADD files shall be submitted on CD-ROM. All submitted CADD files shall be on CD-ROM, using the MSDOS file storage system. Do not use erasable or re-writable CD-ROM disks.

**6.1.5** CADD Drawings shall be drawn at full scale. Scaling the drawings to size for prints shall be done when the drawings are plotted.

**6.1.6** Use State Plane World Geographic Coordinates. Do not use other coordinate systems.

**6.1.7** Use Auto-dimensioning. The CADD program's capability to automatically dimension selected elements shall be used. The dimension computed by the CADD software shall not be altered in any way except to change its size, position or font.

**6.1.8** Use Standard City CADD drawings and symbols, when available. Contact City's Project Manager for CADD files of the City Seal, Project Sign, Plaque and City Signature Block.

**6.1.9** Show adequate location information on Drawings. Show monument location and or baselines on drawings with dimensions to the Work.

**6.1.10** Do not incorporate Specifications into the Drawings unless required by the City of Houston Code Enforcement. Generally, graphic information should be included in the Drawings and written information in the Project Manual.

**6.1.11** CADD files will be accorded the same status and protection as the Drawings they represent. The Architect will comply with State requirements in the issuance of electronic drawing files.

**6.1.12** Drawings shall be prepared using the Uniform Drawing System (UDS) standards as published by CSI, also known as the National CADD Standard, with any additional requirements added by the City.

**6.1.13** Include Documentation with each CADD submittal. Submit a computer text file, capable of being read by most any word processing software that documents what CADD files are on the disk and how they are used to create the plotted drawings. Documentation shall include but not be limited to an explanation of the CADD layering scheme and an explanation of how each sheet is composed for screen display and plotting (i.e. what is the main filename and what other reference files and/or cell libraries are used). Submittal should include a plot style table file.

## **7.1 KEY PERSONNEL:**

**7.1.1** Architect's personnel to be employed in the Project are identified below to the extent known at the time of signing this Contract. Architect shall not change the personnel identified below except with the Director's prior written consent, which shall not be unreasonably withheld. If any of Architect's key personnel to be employed in the Project are not identified below, Architect shall identify in writing such persons to the Director. If the Director does not approve of an individual, Architect shall propose an alternate individual reasonably acceptable to the Director.

|                    |                             |
|--------------------|-----------------------------|
| Managing Principal | John Strasius, AIA, LEED AP |
| Project Designer   | Ron Stelmarski              |
| Project Manager    | Christy Poindexter          |
| Project Architect  | Meredith Hunt               |

**WBS No. G-000165-0001-3**

**NORTH BELT POLICE STATION**  
**WBS NO.: G-000165-0001-3**

**EXHIBIT "B"**

**PROJECT SCHEDULE:**

- August 1, 2020 – Notice to proceed given to Perkins+Will to begin design/construction drawings
- August 1, 2020 to January 1, 2022 - (17 1/2 months)
  - o Phase I - Schematic Design/Design Development/Project Manual - (4 months)
  - o Phase II - Contract Documents - (8 months)
  - o CoH Reviews and Approvals including Code Enforcement - (3 months)
  - o Bidding/Negotiations/GMP Approval - (2 1/2 months)
- January 18, 2022 - Notice to proceed given to Christensen Building Group, LLC start construction phase
- January 18, 2022 to January 18, 2023 - (12 months)
  - o Phase III - Commence building construction/procurement and execution
- Total project execution design/bidding & negotiation/construction - August 1, 2020 to January 18, 2023 - (29 1/2 months = 2 years – 5 1/2 months)
  - o Architectural/Engineering design/construction drawings/CoH review (15 months)
  - o Bidding/Negotiations/GMP Approval (2 1/2 months)
  - o Building Construction - (12 months)

## **EXHIBIT "C"**

### **Equal Employment Opportunity Contract Compliance**

#### **I. SCOPE**

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of \$10,000.00 or more shall incorporate the following equal employment opportunity clause.

#### **II. REQUIREMENTS**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable, and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**Exhibit "D"****DIRECT SALARIES**

Pursuant to Section 4.1.1 of the Contract the following table represents the classifications and direct salary rates of personnel the Architect anticipates will be directly engaged on the Project.

| <u>CLASSIFICATION</u> | <u>RATE</u>        |
|-----------------------|--------------------|
| Managing Principal    | \$ 121.00 per hour |
| Design Principal      | \$ 121.00 per hour |
| Project Manager       | \$ 99.00 per hour  |
| Project Architect     | \$ 88.00 per hour  |
| Staff Architect       | \$ 66.00 per hour  |
| Specification Writer  | \$ 86.00 per hour  |
| QA Architect          | \$ 86.00 per hour  |
| Interior Designer     | \$ 91.00 per hour  |
| Administrative        | \$ 37.00 per hour  |



**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, \_\_\_\_\_,  
(Name) \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Architect)

have authority to bind Architect with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Architect is aware of and by the time the Contract is authorized and approved by the City Council, City of Houston, Architect will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Architect that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Architects (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Architect that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in the Contract not being authorized and approved by the City Council, City of Houston or termination of the Contract by the City of Houston.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Architect

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT "F"**

**ARCHITECT'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF HARRIS**

**BEFORE ME**, the undersigned authority, on this day personally appeared

\_\_\_\_\_  
(Affiant)

who being by me duly sworn on his oath stated that he is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
Architect

and that no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, will be involved in performing the architectural services as provided in the Contract. Architect agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
(Affiant's Signature)

SWORN AND SUBSCRIBED before me by \_\_\_\_\_  
(Affiant)

on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
(Print or type Notary Public name)

EXHIBIT "G"

DRUG POLICY COMPLIANCE DECLARATION

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_  
(Affiant)

who being by me duly sworn on his oath stated that he is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Architect)

the Architect named and referred to within the Contract; that Affiant is fully competent and authorized to give this affidavit and that Affiant has personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_  
Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Architects, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_  
Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

\_\_\_\_\_  
Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_  
Initials From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
(Start date) (End date)

|                            | Reasonable | Post      |          |
|----------------------------|------------|-----------|----------|
|                            | Random     | Suspicion | Accident |
| Total                      |            |           |          |
| Number Employees Tested    |            |           |          |
| Number Employees Positive  |            |           |          |
| Percent Employees Positive |            |           |          |

\_\_\_\_\_  
Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_  
Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein, and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Affiant's Signature)

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on \_\_\_\_\_  
(Affiant) (Date)

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
(Print or type name)

My Commission Expires: \_\_\_\_\_  
(Expiration Date)

My Commission Expires: \_\_\_\_\_  
(Expiration Date)

**EXHIBIT "H"**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)

6/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY, AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| PRODUCER<br>LOCKTON COMPANIES<br>444 W. 47TH STREET, SUITE 900<br>KANSAS CITY MO 64112-1906<br>(816) 960-9000        | CONTACT<br>NAME:<br>PHONE<br>(A/C, No, Ext):<br>FAX<br>(A/C, No):<br>E-MAIL<br>ADDRESS:  |
|  | INSURER(S) AFFORDING COVERAGE<br>INSURER A : American Zurich Insurance Company<br>INSURER B : Endurance Risk Solutions Assurance Co<br>INSURER C : Lloyds & London Co<br>INSURER D : Zurich American Insurance Company<br>INSURER E : American Guarantee and Liab. Ins. Co.<br>INSURER F : |
| INSURED<br>1411585 PERKINS+WILL, INC.<br>ATTN: RICHARD NEMETH<br>2 BRYANT STREET<br>SAN FRANCISCO CA 94105<br>DALLAS | NAIC #<br>40142<br>43630<br>16535<br>26247   |

COVERAGES \*\*\* CERTIFICATE NUMBER: 16794000 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LTR | TYPE OF INSURANCE   | ADDL<br>INSD | SUBR<br>WVD | POLICY NUMBER  | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS  |
|-------------|---|--------------|-------------|----------------|----------------------------|----------------------------|---|
| D           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y            | Y           | GLO0926401     | 7/1/2019                   | 7/1/2020                   | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| E           | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   | Y            | Y           | BAP0926404     | 7/1/2019                   | 7/1/2020                   | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| B           | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   | Y            | N           | EXC10007382704 | 7/1/2019                   | 7/1/2020                   | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$ XXXXXXXX   |
| A           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N     | Y           | WC0926402      | 7/1/2019                   | 7/1/2020                   | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| C           | PROFESSIONAL LIABILITY  | N            | N           | LDUSA1901441   | 7/1/2019                   | 7/1/2020                   | \$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

16794000  
CITY OF HOUSTON  
DESIGN & CONSTRUCTION DIVISION  
ATTN: DIMITRI KARAVIAS, SR. PROJECT MANAGER  
900 BAGBY STREET, 2ND FLOOR  
HOUSTON TX 77002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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RE: DESIGN SERVICES FOR NORTH BELT POLICE STATION, 320 GEARS ROAD, HOUSTON, TX / WNS # G-000165-0001-3. THE CITY OF HOUSTON, A TEXAS HOME-RULE MUNICIPALITY, AND ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY, IF REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY PERKINS+WILL, INC. IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

POLICY NUMBER: GLO0926401

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Additional Insured – OWNERS, LESSEES or  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>   | <b>Location And Description Of Completed<br/>Operations</b>  |
|---|--|
| ANY PERSON OR ORGANIZATION YOU ARE REQUIRED<br>TO ADD AS AN ADDITIONAL INSURED UNDER A<br>WRITTEN CONTRACT OR WRITTEN AGREEMENT | ANY LOCATION OR PROJECT, OTHER THAN A<br>WRAP-UP OR OTHER CONSOLIDATED INSURANCE<br>PROGRAM LOCATION OR PROJECT FOR WHICH THE<br>INSURANCE IS OTHERWISE SEPARATELY PROVIDED<br>TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED<br>INSURANCE PROGRAM. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                          |  |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004



POLICY NUMBER: GLO0926401

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations  |
|---|--|
| ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO<br>ADD AS AN ADDITIONAL INSURED UNDER A WRITTEN<br>CONTRACT OR WRITTEN AGREEMENT | ANY LOCATION OR PROJECT, OTHER THAN A<br>WRAP-UP OR OTHER CONSOLIDATED INSURANCE<br>PROGRAM LOCATION OR PROJECT FOR WHICH<br>THE INSURANCE IS OTHERWISE SEPARATELY<br>PROVIDED TO YOU BY A WRAP-UP OR OTHER<br>CONSOLIDATED INSURANCE PROGRAM. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                          |  |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO0926401  
Effective Date: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization that requires you to waive your rights to recovery, in a written contract or agreement with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## Notification to Others of Cancellation

POLICY NUMBER: GLO0926401

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**  
**Liquor Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE   |                        |
|--|------------------------|
| Name and Address of Other Person(s) / Organization(s):   | Number of Days Notice: |
| Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law. | 30                     |
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All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO0926401

## Other Insurance Amendment – Primary And Non-Contributory

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

**1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP0926404

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF  
SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

|   |
|---|
| <b>Named Insured: SEE ATTACHED CERTIFICATE</b>              |
| <b>Endorsement Effective Date: SEE ATTACHED CERTIFICATE</b> |

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):** All persons and/or organizations that are required by written contract or agreement with the insured that waiver of subrogation be provided under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## **Notification to Others of Cancellation**

POLICY NUMBER: BAP0926404

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### **Name and Address of Other Person(s) / Organization(s):**

Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law.

### **Number of Days Notice:**

30

**All other terms and conditions of this policy remain unchanged.**

**POLICY NUMBER: BAP0926404**

**COMMERCIAL AUTO  
CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**CA 20 48 10 13**

## **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### **Schedule**

Any person or organization that requires you to waive your rights of recovery, in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 07/01/19

Insured: Perkins + Will, Inc.

Policy No: WC0926402

**American Zurich Insurance Company**

**WC 00 03 13**



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 99 06 33****NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| <b>SCHEDULE</b>   |                               |
|---|-------------------------------|
| <b>Name and Address of Other Person(s) / Organization(s):</b>   | <b>Number of Days Notice:</b> |
| <b>Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law.</b> | <b>30</b>                     |
|   |                               |
|   |                               |
|   |                               |
|   |                               |
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|   |                               |
|   |                               |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement attaching to and forming part of Policy No. B0146LDUSA1901441**

Issued to: PERKINS + WILL, INC. and/or their Subsidiaries and/or associated and/or affiliated companies and business entities owned or financially controlled as more fully described in Endorsement No.1 or as currently, previously, or hereafter existing or created in accordance with Condition 0. herein.

Issued by: Underwriters at Lloyds of London

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Insurers authorize Lockton Companies LLC, BFL Canada Risk & Insurance Services, Inc. and Paragon International Insurance Brokers Ltd, the ("Certificate Issuer") to issue Certificates of Insurance at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Insurers, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event the Insurers cancel or non-renew this Policy or in the event of a Material Change to this Policy, Insurers shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 45 days prior to the effective date of cancellation, non-renewal, or a Material Change. The Insured shall provide written notice to the Insurers of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or Material Change, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.

(3) It is further understood and agreed that Insurers' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Insurers or bind the Insurers for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this endorsement.

(4) As used in this endorsement:

(i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Insured.

(ii) Material Change means an endorsement to or amendment of this Policy after issuance of this Policy by the Insurers that restricts the coverage afforded to the Insured.

All other terms, clauses and conditions remain unchanged.

**EXHIBIT "I"**

**FORM POP 2  
CERTIFICATION OF AGREEMENT TO COMPLY WITH  
PAY OR PLAY PROGRAM**

Available at <http://www.houstontx.gov/obo/payorplay/pop2.pdf>



**City of Houston**  
**Certification of Compliance with**  
**Pay or Play Program**



|                  |                            |                      |
|------------------|----------------------------|----------------------|
| Contractor Name: | Perkins + Will, Inc.       | \$ 1,379,500.00      |
|                  | (Contractor/Subcontractor) | (Amount of Contract) |

**Contractor Address:** 2218 Bryan St, Suite 200, Dallas, TX 75201

Project No.: G-000165-001-3

Project Name: City of Houston North Belt Station

POP Liaison Name: John Strasius, AIA, LEED AP, Principal

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to **“Play”** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

|                                      |                          |                                     |                          |
|--------------------------------------|--------------------------|-------------------------------------|--------------------------|
| Please select whether you choose to: | Pay                      | Play                                | Both                     |
|                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note:** The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

| <b>*Estimated Number of:</b> | <b>Prime Contractor</b> | <b>Sub-Contractor</b> |
|------------------------------|-------------------------|-----------------------|
| Total Employees on City Job  | 10                      | 10                    |
| Covered Employees            | 10                      | 10                    |
| Non-Covered Employees        |                         |                       |
| Exempt Employees             |                         |                       |

**\*Required**

I hereby certify that the above information is true and correct.

John Strasius

Digitally signed by John Strassus  
Date: 2020.06.10 16:13:37 -0500

06-10-2020

**Contractor (Signature)**

Date \_\_\_\_\_

John Strasius, AIA LEED AP, Principal

Name and Title (Print or type)

**EXHIBIT "J"**

**MWBE PROGRAM CONTRACT COMPLIANCE FORMS**

Available at:

**EXHIBIT \_\_\_\_\_**  
**ATTACHMENT \_\_\_\_\_**  
**MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS**

|                          |                           |
|--------------------------|---------------------------|
| <b>Date:</b>             | 05-08-2020                |
| <b>Bid Number:</b>       | G-000165                  |
| <b>Formal Bid Title:</b> | North Belt Police Station |

| Name of Certified MWBE **                | Street Address, City, State, Zip Code, Tel # & Email                          | Certification Type {✓} |     | NAICS Code (6 Digits) | Description of Work (Scope of Work)       | % of Participation |
|--|---|------------------------|-----|-----------------------|---|--------------------|
|  |   | MBE                    | WBE |                       |   |                    |
| Infrastructure Associates<br>Rahim Tazeh | 6117 Richmond Ave, #200, Houston TX<br>713-622.0120/ rt1@iahouston.com        | X                      |     |                       | MEP Engineering Services                  | 9%<br>\$124,155    |
| Four & One Design<br>Tara Klein          | 23544 Coons Rd, Tomball, TX<br>77025/ (713) 871-1414/<br>Tara@4and1design.com |                        | X   |                       | Landscape Architecture Services           | 4%<br>\$55,180     |
| JQ Infrastructure<br>Akshai Ramakrishnan | 15810 Park Ten Place, Houston TX<br>832-941-5236<br>aramakrishnan@jqeng.com   | X                      |     |                       | Civil and Structural Engineering Services | 11%<br>\$151,745   |

|                                  |           |                  |
|----------------------------------|-----------|------------------|
| <b>TOTAL</b>                     | <b>\$</b> | <b>24%</b>       |
| <b>MWBE PARTICIPATION AMOUNT</b> | <b>\$</b> | <b>331,080</b>   |
| <b>TOTAL BID AMOUNT</b>          | <b>\$</b> | <b>1,379,500</b> |


EXHIBIT \_\_\_\_\_  
ATTACHMENT \_\_\_\_\_  
**MWBE PARTICIPATION PLAN/GOOD FAITH EFFORTS**

If you have exhausted your best efforts to comply with the City's MWBE Policy by seeking subcontracts and/or subconsultant agreements with certified minority and women business enterprises but failed to meet the MWBE contract goal of this bid document, list below your good faith efforts to demonstrate compliance. For more information, please review the Good Faith Efforts Policy which can be found on the OBO website at [www.houstontx.gov/ofo](http://www.houstontx.gov/ofo).

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**\*\*All firms listed must be certified by the Office of Business Opportunity at the time of bid submission. This completed MWBE participation plan/good faith efforts must be returned with the submission documents.**

**The undersigned will enter into formal subcontracting agreement(s) with the MWBE subcontractors/subconsultants listed on this participation plan upon award of a contract from the City.**

Perkins + Will, Inc.  
Bidder Company Name  
 Principal  
Signature of Authorized Officer/Agent/Bidder & Title  
John Strasius, AIA LEED AP/ Principal  
Print or Typed Name of Authorized Officer/Agent/Bidder & Title

05/11/2020  
Date