

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, September 7, 2021

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

(a) Action regarding Minutes, August 16, 2021--Janice England, City Secretary

(b) Action regarding Purchase of One (1) 2021 Chassis Mount Animal Control Unit for the Animal Services Department--Keith Rinehart, Director of Community & Economic Development

- (c) Action Regarding Purchase of Festive Trumpet with Stars and Happy Holiday Animated LED Decoration Christmas Light Display--Rick Trice, P.E., Director of Public Works
 - (d) Action regarding Resolution No. 2021-21, Annual Approval of Investment Policy--Kim Quin, Finance Director
 - (e) Action regarding Approval of the purchase of new hardware/software for check payment processing--Kim Quin, Finance Director
- (5) Introduction of Police Officer Timothy Soto--Lee Howell, Chief of Police
 - (6) Farmer's Market/Christmas Market Update--Trey Harper, Community Link Mission
 - (7) Consideration and Action Regarding Authorization of Contract with PGAL Architects for Library/Senior Center Design--Lee Howell, Chief of Police
 - (8) Consideration and Action on Proposal from Network Cabling Services to Upgrade A/V Equipment in the City Council Chambers--Dolph Johnson, Asst. City Manager
 - (9) **Executive Session--The Council may take action on any Executive Session item posted.**

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- (a) Any Posted Item

551.087 Texas Government Code.

Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

- (a) Building Improvement Grant Application--104 S. Belmont St.

- (10) **Adjournment--Todd Flippo, Mayor**



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, August 16, 2021

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on August 16, 2021 are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 8-16-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
AUGUST 16, 2021**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Nicky Lawson
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Police Chief	Lee Howell
Fire Chief	Doug Spears
Director of Public Works	Rick Trice, P.E.
Director of Human Resources	Melanie McManus
Library Director	Ellen Ritchie
Finance Analyst	Jennifer Garrett

Absent from the meeting:

Director of Comm. & Eco. Dev. Keith Rinehart

Visitors at the meeting:

Brack St. Clair	Randall Miner
Kevin Wieberg	Ashley Wieberg
Jerry Sylo	Mayson Meier
Matt McGhee	Paul Felegy
Marilyn Tolbert	Brent Wooten
Starlyn Smith	Sarena Smith
Andrew Chavis	Trey Gordon
Carmen Drake	Karen Taylor
Susan Bentley	Glenda Johnson

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Michael Orr, Councilmember Lawson gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) Consent Agenda

a. Action regarding Minutes, August 3, 2021

b. Action regarding Appointment of Crime Control and Prevention District (CCPD) Board of Directors for Members with terms expiring September 1, 2021

Summary: The following CCPD Board of Directors Members have terms that expire on September 1, 2021: Valerie Junkersfeld, Nicky Lawson, Charles Beasley, and Charles Tucker. The Council must take action to reappoint these four members. Terms of office are two years.

c. Action regarding Approval of an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for Beltmill Pump Station

Summary: On March 20, 2021 the City Council created a Public Improvement District (PID) for the Beltmill Development. On April 20, 2021 the City Council approved a Planned Development for the Beltmill Development. During the review process for The Grand at Saginaw, a multi-family development located in Beltmill, the determination was made that water flow rate and pressure required for fire protection on multi-story buildings was marginal. The most efficient way to meet the required demand is to install a booster pump station. The pump station will benefit the entire Beltmill Development where multi-story structures are likely. The proposed IPO authorizes the design of the pump station by Kimley-Horn and Associates. The total cost is \$69,000. This expenditure will be covered by Fund Balance.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the consent agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) PUBLIC HEARING – Continuation of Public Hearing on Proposed Budget for Fiscal Year 2021/2022

Mayor Flippo declared the public hearing for this item opened at 6:02 p.m. He explained this is a continuation of the public hearing opened at the August 3, 2021 City Council Meeting. City Manager Reaume gave a brief presentation regarding the proposed budget. There were brief discussions regarding the following items in the proposed budget: the establishment of a Police Department Canine Unit, the Inspector-in-Training position, establishment of a 4K race event, the Farmer's Market, and the Retail Coach.

Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 6:40 p.m.

(6) Consideration and Action regarding Resolution No. 2021-20, Adoption of the budget for Fiscal Year 2021/2022

Motion was made by Councilmember Beasley with a second by Councilmember Lawson to approve Resolution No. 2021-20, adopting the budget for the Fiscal Year 2021/2022. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Item No. 9 was moved up to this point in the meeting.

(9) Consideration and Action to Ratify the Property Tax Rate Increase reflected in the Fiscal Year 2021/2022 Proposed Budget

City Attorney Meredith explained that State Law requires a second vote on the 2021/2022 budget be taken by the City Council.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to ratify the fiscal year 2021/2022 budget. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(7) PUBLIC HEARING – Public Hearing on the Proposed 2021 Property Tax Rate for Fiscal Year 2021/2022

Mayor Flippo declared the public hearing for this item opened at 6:48 p.m. There was a discussion regarding the proposed 2021 tax rate of 47.9516 cents which is the primary funding source of the Fiscal Year 2021/2022 budget.

Mayor Flippo called for public input. Mr. Brent Wooten addressed the City Council. He encouraged the members of the City Council to be excellent stewards of the taxpayer's money when considering the budget and tax rate. He expressed his appreciation to the City Council for their efforts.

There being no further public input, Mayor Flippo declared the public hearing closed at 6:55 p.m.

(8) Consideration and Action regarding Ordinance No. 2021-17, Adopting and Setting the Property Tax Rate for the 2021 Tax Year

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley that the property tax rate be increased by the adoption of a tax rate of 0.479516, which is effectively a 7.28 percent increase in the tax rate. Motion carried. 6-1-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, and Copeland

Against: Councilmember Bighorse

Abstain: None

Absent: None

(9) Consideration and Action to Ratify the Property Tax Rate Increase reflected in the Fiscal Year 2021/2022 Proposed Budget

This item was considered prior to Item No. 7 on the agenda.

(10) Consideration and Action regarding Ordinance No. 2021-18, Water and Wastewater (Sewer) Service Rates

Motion was made by Councilmember Copeland with a second by Councilmember Beasley to approve Ordinance No. 2021-18, revising the water and wastewater (sewer) rates. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(11) New Fire Station – Visual Update

Fire Chief Spears gave a brief presentation and visual update of the new fire station.

- (12) Consideration and Action regarding an Ordinance amending Ordinance No. 2002-04, the Zoning Regulations of the City of Saginaw, Texas; Amending the Permitted Use Table, Article 5, Section 5-1, to provide that “Special Event Venues” are Permitted by Specific Use Permit (SUP) in Community Commercial, Neighborhood Commercial, and Light Industrial Zoning Districts; and Section 12-2 of Article 12 Providing a Definition for “Special Event Venue” (Ordinance No. 2021-19)

Mayor Flippo declared the public hearing for this item opened at 7:05 p.m. Mayor Flippo called for public input. There was none. Mayor Flippo declared the public hearing closed at 7:08 p.m.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Beasley to approve Ordinance No. 2021-19, an Ordinance amending Ordinance No. 2002-04, the Zoning Regulations of the City of Saginaw; amending the Permitted Use Table, Article 5, Section 5-1, to provide that “Special Event Venues” are permitted by Specific Use Permit (SUP) in Community Commercial, Neighborhood Commercial, and Light Industrial Zoning Districts and Section 12-2 of Article 12 providing a definition for “Special Event Venue”. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

- (13) Consideration and Action regarding a Request for a Development Plan and Change in Zoning on 20.86 acres out of Tract 2H3 and 2H4, Abstract 1849, A.F. Albright Survey from Multi-Family (MF1) and Neighborhood Commercial (NC) to a Planned Development (PD). Property is located South of West McLeroy Boulevard and West of Woodcrest Drive (Villas at Willow Creek) (Ordinance No. 2021-20)

Mayor Flippo declared the public hearing for this item opened at 7:08 p.m. Director of Public Works Trice gave a brief background and history of this item. Mr. Jerry Sylo, representing the applicant, addressed the Council. He gave a presentation of the proposed single family for rent 166 home development. Mr. Trey Gordon, representing the Boswell Family who owns the property, addressed the Council.

Mayor Flippo called for public input. Mr. Paul Felegy expressed his concerns and opposition to the proposed development. Ms. Marilyn Tolbert expressed her support of the development. Ms. Susan Bentley and Ms. Glenda Johnson both expressed opposition to the development. There being no further public input, Mayor Flippo declared the public hearing closed at 8:28 p.m.

There was a lengthy discussion regarding the proposed development and zoning change. Councilmember Copeland explained her reasons for opposing the request. Councilmember Bighorse and Mayor Pro-Tem Junkersfeld concurred with Councilmember Copeland’s comments. Mayor Flippo and Councilmember Beasley explained their support of the request.

Motion was made by Councilmember Beasley with a second by Councilmember Lawson to adopt Ordinance No. 2021-20, approving a request for a Development Plan and change in zoning on 20.86 acres of Tract 2H3 and 2H4, Abstract 1849, A.F. Albright Survey from Multi-Family (MF1) and Neighborhood Commercial (NC) to a Planned Development (PD) with the removal of the reference to duplexes and add the maximum number of units is 166 per the Development Plan. Motion carried. 4-3-0-0

For: Mayor Flippo, Councilmembers Beasley, Lawson, and Tucker

Against: Mayor Pro-Tem Junkersfeld, Councilmembers Bighorse and Copeland

Abstain: None

Absent: None

- (14) Consideration and Action regarding a Request for a Specific Use Permit to allow the operation of a Tobacco Shop on Property located at 128 N. Saginaw Boulevard, Suite #100 (Lot 2, Block 1, Gray Addition) (Ordinance No. 2021-21)

The applicant for this item was not present. There was a brief discussion.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Lawson to table this item. Motion carried. 6-1-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley, Lawson, Tucker, and Copeland

Against: Councilmember Bighorse

Abstain: None

Absent: None

- (15) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item

- (16) Adjournment

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to adjourn the meeting. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers Beasley,
Lawson Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of August 16, 2021 adjourned at 9:04 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Keith C. Rinehart
Director of Community & Economic
Development

Agenda Items: (4)(b)

E-mail: krinehart@saginawtx.org

Phone: 18172300331

SUBJECT:

Action regarding Purchase of One (1) 2021 Chassis Mount Animal Control Unit for the Animal Services Department

BACKGROUND/DISCUSSION:

Recently (in July 2021), the City Council approved the purchase of a new 2500 Chevrolet Truck for the Animal Services Department. This new vehicle replaced a 2005 Dodge 1/2 ton truck with an engine that had over 106,000 miles and numerous incurable mechanical issues. That vehicle purchase was a recommendation from Saginaw Chief Mechanic Mayhue.

The vehicle chassis mount Animal Control Unit is an animal storage compartment that is mounted on the back of the truck that will house up to six (6) animals. It is all stainless steel, has an exhaust fan, LED lights, switching partitions and lockable doors. The quote for this item was not received in time to include with the initial truck purchase (see above paragraph) or it would have been included at that time. The existing Dodge truck chassis mount is smaller and will not fit on this new truck. It was ordered in July 2021 but has not yet been purchased or installed.

FINANCIAL IMPACT:

The financial impact will be \$19,474 (includes installation). Funds to cover this expenditure are available in the General Fund-Fund Balance.

RECOMMENDATION:

NA

ATTACHMENTS:

Description
Council Communique



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community & Economic Development

Date: City Council Meeting – September 7, 2021

ITEM:

Consideration and Action regarding Purchase of One (1) 2021 Chassis Mount Animal Control Unit for the Animal Services Department

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

Recently (in July 2021), the City Council approved the purchase of a new 2500 Chevrolet Truck for the Animal Services Department. This new vehicle replaced a 2005 Dodge 1/2 ton truck with an engine that had over 106,000 miles and numerous incurable mechanical issues. That vehicle purchase was a recommendation from Saginaw Chief Mechanic Mayhue.

The vehicle chassis mount Animal Control Unit is an animal storage compartment that is mounted on the back of the truck that will house up to six (6) animals. It is all stainless steel, has an exhaust fan, LED lights, switching partitions and lockable doors. The quote for this item was not received in time to include with the initial truck purchase (see above paragraph) or it would have been included at that time. The existing Dodge truck chassis mount is smaller and will not fit on this new truck. It was ordered in July 2021 but has not yet been purchased or installed.

RECOMMENDATION:

Staff is recommending the approval.

FINANCIAL IMPACT:

The financial impact will be

- TOTAL COST: \$19,474 (includes installation)

ATTACHMENTS:

- Quote from Deerskin Manufacturing

If you have any questions, please contact me at 817-230-0331.

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart".

Keith C. Rinehart, Director of Community & Economic Development



DEERSKIN MANUFACTURING INC.
PO BOX 127 ~ SPRINGTOWN, TX 76082
4078 WEST HWY 199 ~ SPRINGTOWN, TX 76082
PHONE (800)880-6089 FAX (817)523-6685
SALES@DEERSKINMFG.COM



ACCM 6
6 COMPARTMENT CHASSIS MOUNT ANIMAL CONTROL UNIT
56" CAB TO AXLE TRUCK/MINIMUM ¾ TON VEHICLE

Rear Storage Compartment:	22"W x 35"H x 80"D
Animal Compartments:	
Front:	28"W x 35"H x 40"D (With Pass Through Divider)
Front Center:	25"W x 26"H x 40"D (With Pass Through Divider)
Rear Center:	25"W x 26"H x 40"D (With Pass Through Divider)

Construction:

- Basic frame is 2x2 welded steel tubing with a Superstructure of 1x1 welded steel tubing
- All steel is hot dipped galvanized before covering
- The ceiling contains 4" foam insulation. The front wall, back wall and bottom contain 1" foam insulation
- The interior and exterior material is 20 gauge stainless steel
- The ceilings consist of .050 aluminum with a roof of 125 aluminum diamond plate
- Doors are made with 12 gauge stainless steel and hinged from the front with a continuous stainless steel hinge
- Doors have positive locking tee handles, keyed alike
- Doors have adjustable louvered aluminum vents with perforated inside covers
- Storage compartment floors are carpeted
- The storage compartment doors are solid (with no vents)
- Units are equipped with LED marker lights, LED stop and tail lights, LED dual backup lights, and four-way flashers



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SALES@DEERSKINMFG.COM

- The body is mounted to the vehicle frame with eight (8) angle brackets

Included Accessories

12 Volt Exhaust Fan installed on the roof of the unit to exhaust heat from each compartment. The exhaust fan is rated at 800 CFM. If an air conditioner is installed, the fan is omitted.

LED Interior lights are installed in each animal compartment and storage compartment with the switch box mounted in the cab of the vehicle.

Swinging partitions are installed in animal compartments and can be opened to create a pass-through compartment between each side of the unit. If a slide out lift system is installed, the swinging partition is omitted in that compartment.

Backup Camera from the factory will be installed on the rear of the animal control unit. If your vehicle is not equipped from the factory with a backup camera monitor, there will be additional charges.

Backup Alarm

6-Secondary Safety Door—These doors are located inside the primary door and are constructed of 125 aluminum with 3/4" holes punched for ventilation and a catch pole cutout.

LED Work Lights (2) 4 X 6 LED work lights mounted on the rear of the unit.

Fuel Fill Kit

Step Bumper—The bumper is constructed of stainless steel and is 82" long and 6" wide, with shur-step antiskid in place.

Price for each unit per above specifications is	\$ 18,374.00
Charge for Installation at Factory	\$ 1,100.00
Shipping Charges	CUSTOMER PICK UP
Total Price for Each Unit	\$ 19,474.00

Quote To
City of Saginaw, Tx
jwheeland@saginawtx.org
817-232-4640
2021 GMC Sierra 2500 4X4

HAVE CUSTOMER REMOVE BED BEFORE DELIVERY

Dallas Deskins
06.22.21



DEERSKIN MANUFACTURING INC.

PO BOX 127 ~ SPRINGTOWN, TX 76082
4078 WEST HWY 199 ~ SPRINGTOWN, TX 76082
PHONE (800)880-6089 FAX (817)523-6685
SALES@DEERSKINMFG.COM

Optional Accessories

Top Luggage Rack-This rack is installed on top of unit for additional storage. The rack is constructed of 1 ½ X 1 ½ square aluminum tubing welded.

LED Emergency Strobe – LED Mini lightbar strobe installed on front of unit. Strobe is operated by a switchbox in the vehicle cab.

Air Conditioning System- Unit is 18,900 BTU with add on compressor to truck engine. (Rangers, S-10's, Toyotas, etc are not adaptable to brackets for added compressors.)

Auxiliary Heating- A 16,000 BTU directional air louvered heater.

Patio Storage Bumper-The bumper is constructed of steel and is 82" long and 15" wide, painted with automotive polyurethane paint, and has a storage compartment in the center.

Rubber Mats-Constructed of ½" thick, chew proof rubber mats to fit the floor of the compartment.

Dead Animal Pan-Pan is constructed of aluminum and has four raised sides and handles on each end and is removable.

Deerskin Lift System-Slide out cage housed in curb side front compartment to assist in lifting large animals. Powered by a 2500# 12 volt, cable winch, the cage lowers to curb height and is capable of lifting 200 pounds.

Dead Animal Box with Lift Gate-Located in the rear center of the unit, with a hydraulic lift gate capable of lifting 1000 pounds. If this is added to the unit, the rear storage becomes 8" deep on each side.

LED Directional Light Bar -Traffic advisor located on the rear of the unit, placed at center top to advise traffic of the vehicle location.

Door Props-Mounted to the inside of the primary door, used to hold the door in open position while loading/unloading animals.

Digital Thermometer-Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Items: (4)(c)

E-mail: rtrice@saginawtx.org

Phone: (817) 992-1499

SUBJECT:

Action Regarding Purchase of Festive Trumpet with Stars and Happy Holiday Animated LED Decoration Christmas Light Display

BACKGROUND/DISCUSSION:

On August 23, 2021, the Recreation and Parks Advisory Board (Park Board) held special called meeting. The agenda included an item to discuss the selection and recommendation for the purchase of Christmas decorations to be used to supplement and enhance the City of Saginaw's annual Christmas light displays.

On August 9, 2021, the City's Beautification Committee and Park Board held a joint workshop to review options for Christmas light displays. The Beautification Committee committed up to \$30,000 in matching funds toward the purchase of the Christmas light displays. The board considered three choices with the top choice by both the Beautification Committee and Park Board was the 64' Wx47' H Festive Trumpet with Stars and Happy Holiday Animated LED Decoration (Decoration) pending costs.

The cost was secured from Arnett Marketing, LLC which is a member of Buy Board.

On August 23, 2021, The Park Board held a Special Called Meeting for the purpose of considering a recommendation of the purchase of the Decoration to the City Council. The Park Board unanimously recommended that the City Council approve the purchase of the Decoration in the amount of \$55,231.20.

FINANCIAL IMPACT:

The total financial impact will be \$55,231.20. Funding in the amount of \$27,615.60 will come from the Park Donation Fund and the Beautification Donation Fund. Sufficient funds are available in both fund accounts.

RECOMMENDATION:

Staff recommends approval of the purchase of the Festive Trumpet with Stars and Happy Holiday Animated

LED Decoration from Arnett Marketing, LLC.

ATTACHMENTS:

Description

Beautification Fund Balance

Park Donation Fund Balance

Arnett Marketing, LLC Proposal

Park and Recreation Advisory Board Minutes 8-23-21

City of Saginaw
Detailed Accounting Trial Balance

gipdarbz kquin
10:43 08/23/21

Department: Fund: 20 DONATIONS FUND
Period Ending: 7/2021
Program:

JE Number	JE Date	JE Description	JE Detail Description/Comment	Beginning Balance	Transaction Detail	Transaction Detail (SUBTOTAL)	Check Source Number
Account: 20-1063-00-90							
BEAUTIFICATION CASH & INVEST							
1749	07/01/2021	CH, Online & Ach 07/01/2021	UB20210701-20210701 User:	82,371.91	267.78	82,639.69	CR
1760	07/02/2021	CH, Online & Ach 07/02/2021	UB20210702-20210702 User:		255.75	82,895.44	CR
1752	07/03/2021	CH, Online & Ach 07/03/2021	UB20210703-20210703 User:		58.00	83,953.44	CR
1763	07/04/2021	CH & Online 07/04/2021	UB20210704-20210704 User:		34.00	82,997.44	CR
1764	07/05/2021	CH & ONLINE 07/05/2021	UB20210705-20210705 User:		57.00	83,054.44	CR
1771	07/06/2021	CH, Online & Ach 07/06/2021	UB20210706-20210706 User:		302.50	83,356.94	CR
1762	07/07/2021	CH, Online, Ach, Rec, AC 3/7/21	UB20210707-20210707 User:		208.52	83,565.46	CR
1800	07/08/2021	CH, Ach, Online, Rec, PW 7/08/21	UB20210708-20210708 User:		113.00	83,678.46	CR
1809	07/09/2021	CH, REC, PW, ONLINE 07/09/21	UB20210709-20210709 User:		235.00	83,913.46	CR
1811	07/10/2021	ANIMAL, ONLINE, REC 07/10/21	UB20210710-20210710 User:		105.84	84,019.40	CR
1810	07/11/2021	ONLINE, COURT 07/11/21	UB20210711-20210711 User:		56.00	84,075.40	CR
1814	07/12/2021	CH, Online & Ach 07/12/2021	UB20210712-20210712 User:		267.00	84,342.40	CR
1819	07/13/2021	CH, Online & Ach 07/13/2021	UB20210713-20210713 User:		144.00	84,486.40	CR
1821	07/14/2021	AP Posting 07/14/2021	UB20210714-20210714 User:		(1,228.20)	83,258.20	AP
1825	07/15/2021	CH, Online & Ach 07/15/2021	UB20210715-20210715 User:		267.25	83,525.45	CR
1799	07/15/2021	UB Billing Cycle 2 07/15/2021	UB20210715-20210715 User:		97.76	83,593.21	UB
1842	07/15/2021	UB Manual Refund 07/15/2021	UB20210715-20210715 User:		(1.00)	83,592.21	UB
1844	07/15/2021	UB Posting 07/15/2021	UB20210715-20210715 User:		688.00	84,280.21	UB
1845	07/16/2021	CH, Online & Ach 07/16/2021	UB20210716-20210716 User:		422.00	84,702.21	CR
1849	07/16/2021	CH, Online & Ach 07/16/2021	UB20210716-20210716 User:		237.37	84,949.58	CR
1850	07/17/2021	CH, Online & Ach 07/17/2021	UB20210717-20210717 User:		83.00	85,032.58	CR
1851	07/18/2021	CH & Online 07/18/2021	UB20210718-20210718 User:		85.00	85,117.58	CR
1860	07/19/2021	CH, Online & Ach 07/19/2021	UB20210719-20210719 User:		178.00	85,295.58	CR
1864	07/20/2021	CH, Online & Ach 07/20/2021	UB20210720-20210720 User:		205.00	85,500.58	CR
1869	07/21/2021	CH, Online & Ach 07/21/2021	UB20210721-20210721 User:		247.52	85,748.20	CR
1872	07/22/2021	CH, Online & Ach 07/22/2021	UB20210722-20210722 User:		138.25	85,886.45	CR
1886	07/23/2021	CH, Online & Ach 07/23/2021	UB20210723-20210723 User:		224.00	86,110.45	CR
1887	07/24/2021	CH, Online & Ach 07/24/2021	UB20210724-20210724 User:		78.00	86,188.45	CR
1888	07/25/2021	CH & Online 07/25/2021	UB20210725-20210725 User:		43.00	86,231.45	CR
1891	07/26/2021	CH, Online & Ach 07/26/2021	UB20210726-20210726 User:		181.66	86,413.11	CR
1905	07/27/2021	CH, Online & Ach 07/27/2021	UB20210727-20210727 User:		195.00	86,608.11	CR
1911	07/28/2021	CH, Online & Ach 07/28/2021	UB20210728-20210728 User:		220.65	86,828.76	CR
1915	07/29/2021	CH, REC, PW, ONLINE 07/29/21	UB20210729-20210729 User:		254.80	87,083.56	CR
1918	07/30/2021	UB Posting 07/30/2021	UB20210730-20210730 User:		853.00	87,936.56	UB
1919	07/30/2021	CH, Online & Ach 07/30/2021	UB20210730-20210730 User:		365.99	88,302.55	CR
1899	07/30/2021	UB Billing Cycle 1 07/30/21	UB20210730-20210730 User:		52.81	88,355.36	UB
1922	07/31/2021	CH & Online 07/31/2021	UB20210731-20210731 User:		143.00	88,498.36	CR
1928	07/31/2021	TEXPOOL INTEREST 7-2021			1.14	88,499.50	GL
Account: 20-1063-00-90					6,127.59	88,499.50	**
BEAUTIFICATION CASH & INVEST				Totals:			
.00 Budgeted				(88,499.50) Remaining	0 % Used		

City of Saginaw
YTD Detailed Individual Account Trial Balance

14:18 08/04/21
Fund: 20 DONATIONS FUND

Period Ending: 7/2021

JE Number	JE Date	JE Description	JE Detail Description	Beginning Balance	Transaction Detail	Running Total (SUBTOTAL)	Vendor Name	Check Source Number
1869	07/21/2021	CH, Online & Ach 07/21/2021	UB20210721-20210721 User:		274.17	154,377.72		UB
1872	07/22/2021	CH, Online & Ach 07/22/2021	UB20210722-20210722 User:		139.00	154,516.72		UB
1886	07/23/2021	CH, Online & Ach 07/23/2021	UB20210723-20210723 User:		222.00	154,738.72		UB
1887	07/24/2021	CH, ONLINE & Ach 07/24/2021	UB20210724-20210724 User:		78.00	154,816.72		UB
1888	07/25/2021	CE & Online 07/25/2021	UB20210725-20210725 User:		43.00	154,859.72		UB
1891	07/26/2021	CH, Online & Ach 07/26/2021	UB20210726-20210726 User:		169.13	155,028.85		UB
1905	07/27/2021	CH, Online & Ach 07/27/2021	UB20210727-20210727 User:		191.00	155,219.85		UB
1911	07/28/2021	CH, Online & Ach 07/28/2021	UB20210728-20210728 User:		215.50	155,435.35		UB
1915	07/29/2021	CH, REC, PW, ONLINE 07/29/21	UB20210729-20210729 User:		255.36	155,690.71		UB
1899	07/30/2021	UB Billing Cycle 1 07/30/21	UB20210730-20210730 User:		49.00	155,739.71		UB
1918	07/30/2021	CH, Posting 07/30/2021	UB20210730-20210730 User:		841.00	156,580.71		UB
1919	07/30/2021	CH, Online & Ach 07/30/2021	UB20210730-20210730 User:		354.00	156,934.71		UB
1922	07/31/2021	CH & Online 07/31/2021	UB20210731-20210731 User:		138.00	157,072.71		UB
1928	07/31/2021	TEAPOL INTEREST 7-2021			2.02	157,074.73		GL

JULY Totals: (258.60) *

Account 20-1061-00-00 FARES CASH & INVEST Totals: 157,074.73 **

Grand Totals: 157,074.73 *****

***** End of Report *****

ARNETT MARKETING, LLC

2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
8/10/2021	12172

Name / Address
City of Saginaw Mr. Randy Newsom P.O. Box 79070 Saginaw, Texas 76179 rnewsom@ci.saginaw.tx.us

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Saginaw Mr. Randy Newsom 205 Brenda Lane Saginaw, Texas 76179 817-230-0448

		P.O. No.	Terms
			Due On Receipt
QTY	DESCRIPTION	PRICE EACH	TOTAL
1	REVISED 8-11-21 - Delete Santa and Peace Globe BUY BOARD VENDOR Holiday Lighting & Decorations # 643-21 64' W x 47' H - Festive Trumpet W/Stars and Happy Holidays Animated, (Star and Notes Are All Sequencing), C7 LED Bulbs, Silhouette, Steel Structure Frame Shipping Charges Not Included 50% Deposit Required	55,231.20	55,231.20
Please Review, Approve by Signing and return by email.		Total	\$55,231.20

Signature _____

**MINUTES OF SPECIAL CALLED MEETING
OF THE CITY OF SAGINAW
RECREATION AND PARKS ADVISORY BOARD
HELD AT THE CITY OF SAGINAW CITY HALL
333 W MCLEROY BOULEVARD
6 P.M. – Monday, August 23, 2021**

Present at the Meeting:

Chairman	Place No. 5	Brack St. Clair
Vice Chairman	Place No. 6	Ronda Nyberg
Member	Place No. 7	Thomas Weaver
Alternate Member	Alt. No. 1	Kathryn Johnson
Dir. of Public Works/Community Development		Rick Trice
Assistant Public Works/Operations Director		Randy Newsom
Recording Secretary		Mary Ragle

Absent from the Meeting:

Member	Place No. 1	Charity Deville
Member	Place No. 2	Janelle Young
Member	Place No. 3	Brandi Coble
Member	Place No. 4	Russell Jolly
Alternate Member	Alt. No. 2	Wayne Giles

Visitors at the Meeting:

None

The quorum for tonight's meeting consists of Chairman St. Clair, Vice Chairman Nyberg, Members Weaver, and Alternate Member Johnson.

(1) Call to Order

Chairman St. Clair called the meeting to order and recessed into a workshop at 6:00 p.m.

(2) Audience Participation

This item was bypassed.

(3) Consideration and Action: Funding for 2021 Christmas Displays for Willow Creek Park

ADPW Randy advised that the number 1 choice for both committees was the "Festive Trumpet W/Stars and Happy Holidays" at a total cost of \$55,231.20. The Parks Advisory Board funding for this display is \$27,615.60.

A motion was made by Vice Chairman Nyberg with a second by Member Weaver to recommend that the City Council approve funding \$27,615.60 to purchase the “Festive Trumpet W/Stars and Happy Holidays” Christmas display.

Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Member Weaver, Alternate Member Johnson

Against: None

Absent: Members Deville, Young, Coble, Jolly and Alternate Member Giles

(4) Adjournment

Motion was made by Member Weaver with a second by Alternate Member Johnson to adjourn the meeting. Motion carried.

For: Chairman St. Clair, Vice Chairman Nyberg
Member Weaver, Alternate Member Johnson

Against: None

Absent: Members Deville, Young, Coble, Jolly and Alternate Member Giles

Chairman St. Clair declared the meeting of August 23, 2021 closed at 6:05 p.m.

APPROVED:

Brack St. Clair, Chairman

ATTEST:

Mary Ragle
Acting Recording Secretary



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(d)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding Resolution No. 2021-21, Annual Approval of Investment Policy

BACKGROUND/DISCUSSION:

Chapter 2256 of the Government Code, also known as the "Public Funds Investment Act" requires the City to have a written investment policy that must be reviewed annually by the governing body. Attached is a copy of the City of Saginaw Investment Policy which was last revised September 3, 2019. The investment policy has been reviewed by the Investment Committee, which is comprised of the Mayor, the City Manager, the Assistant City Manager, and the Finance Director. The committee has made one revision to the policy by removing the Assistant City Manager and adding the Financial Analyst to the Investment Committee. The Investment Committee recommends approval of the resolution approving the revised investment policy.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

The Investment Committee recommends approval of Resolution No. 2021-21, annual approval of the Investment Policy.

ATTACHMENTS:

Description

Investment Policy with edits

Resolution 2021-21

CITY OF SAGINAW, TEXAS INVESTMENT POLICY



City of Saginaw

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CITY OF SAGINAW RESOLUTION NO. 2021-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW,
TEXAS, ADOPTING AND APPROVING A REVISED CITY OF SAGINAW,
TEXAS, INVESTMENT POLICY

WHEREAS, the City Staff has prepared revisions to the City of Saginaw, Texas Investment Policy as adopted on January 26, 1988, and as heretofore revised on September 6, 1988, February 6, 1990, March 5, 1996, September 18, 2001, December 7, 2010, October 3, 2017, and September 3, 2019;

WHEREAS, the Investment Committee has heretofore studied and made its changes to such proposed revised policies, and there is attached to this Resolution a complete copy of the City of Saginaw, Texas Investment Policy, as revised on the date of adoption of this Resolution; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

1. That the City Council of the City of Saginaw, Texas, does hereby formally approve and adopt the REVISED CITY OF SAGINAW, TEXAS INVESTMENT POLICY, as a copy is attached to this Resolution and as revised and amended on the 7th day of September, 2021.

2. That henceforth the Revised Investment Policy hereby adopted shall be in full force and effect and shall supersede and amend any prior such policy and provisions thereof.

ADOPTED AND APPROVED this 7th day of September, 2021.

APPROVED:

Todd Flippo, Mayor
of the City of Saginaw, Texas

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Saginaw in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The policy and strategy shall be reviewed annually by the Investment Committee and any modifications must be approved by the Investment Committee and forwarded to the City Council for final approval. This Investment Policy, as approved, is in compliance with Chapter 2256 of the Government Code, also known as “The Public Funds Investment Act”.

INVESTMENT STRATEGY

The City of Saginaw maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in laddered or barbell maturity structure. The dollar weighted average maturity of these funds will remain within the six to nine month range.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date that exceeds the debt service payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Such securities will tend to hold their value during economic cycles. The stated final maturity dates of securities held should not exceed two years.
- D. Investment strategies for capital improvement projects or special purpose funds should allow for flexibility and unanticipated project outlays by having a portion of their investments in highly liquid securities. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Saginaw. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- * General Fund
- * Special Revenue Funds
- * Debt Service Funds
- * Capital Projects Funds
- * Enterprise Fund
- * Trust and Agency Funds

These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of these policies. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

II. OBJECTIVES

The City of Saginaw shall manage and invest its cash with four objectives, listed in order of priority: safety, liquidity, yield, and public trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The city shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses.

Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction, which might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Investment Committee

An Investment Committee, consisting of the Mayor, the City Manager, the ~~Assistant City Manager~~, and the Finance Director, ~~and the Financial Analyst~~ shall meet as needed to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio. The Investment Committee shall be authorized to invite advisors to the meetings as needed including, but not limited to, the City Attorney, the City Council, or outside advisors. The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Finance Director is designated as investment officer of the City and is responsible for investment decisions and activities. The Finance Director shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall attend at least one training session containing at least ten hours of instruction relating to the officer's responsibility under the Act within twelve months after assuming duties and attend an investment training session not less than once in a two year period and receive not less than ten hours of instruction relating to the investment responsibilities. Approved independent training sources include the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, and the University of North Texas Center for Public Management.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

Prudence

The standard of prudence to be applied by the investment officer shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City’s control, over which the officer has responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Officers and employees shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City’s portfolio. Officers and employees shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

- A. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
- B. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year; or
- C. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account.

IV. REPORTING

Quarterly Reporting

The Finance Director shall submit not less than quarterly a signed investment report that summarizes current market conditions economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter. The report shall be in compliance with the Public Fund Investment Act.

V. AUTHORIZED AND SUITABLE INVESTMENT SECURITIES

Active Portfolio Management

The City intends to pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

Authorized Investments

Assets of the City of Saginaw may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

- A. Obligations issued, guaranteed, or insured by the United States or its agencies and instrumentalities.
- B. Deposits in financial institutions with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or collateralized as defined in the Safekeeping and Custody section of this Policy. In addition, Certificates of Deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 256.010(b) of the Act are authorized investments.
- C. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its Agencies and Instrumentalities, pledged to the City, held in the City's name, and deposited with a third party, selected by the Finance Director, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas.
- D. Local government investment pools organized in conformity with Chapter 2256 (Public Funds Investment Act) of the Government Code that:
 - 1. Have a dollar-weighted average stated maturity of 90 days or fewer
 - 2. Seek to maintain a stable net asset value of \$1 per share
 - 3. Are rated not less than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
 - 4. Have provided the City with an offering circular and other information required by the Public Funds Investment Act.

To become eligible, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended; and be approved by a City Council action. Investments will be made in a local government pool only after a thorough investigation of the pool and approval by the Investment Committee which shall, at least annually, review, revise, and adopt a list of approved pools.

Holding Period

The City of Saginaw intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed two years.

Risk and Diversification

The City of Saginaw recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limited investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds instruments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of securities as described herein.

VI. SELECTION OF BANKS AND DEALERS

Depository

Periodically, a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Finance Director shall conduct a comprehensive review of prospective depositories credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Finance Director.

Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the “Primary Government Security Dealer”, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the City’s investment policy signed by a registered principal of the organization
- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director.

VII. SAFEKEEPING AND CUSTODY

Insurance of Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Finance Director or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining

access to the collateral should the City of Saginaw determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Saginaw, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Saginaw shall accept the following securities as collateral:

- A. FDIC and FSLIC insurance coverage.
- B. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- D. A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Saginaw investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council.

**INVESTMENT POLICY FOR THE
CITY OF SAGINAW, TEXAS**

**TEXAS PUBLIC FUNDS INVESTMENT ACT
DEALER CERTIFICATION**

This certification is executed on behalf of the City of Saginaw (the Investor) and _____ (the Dealer) pursuant to the Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act) in connection with investment transactions conducted between the Investor and Dealer.

The undersigned Qualified Representative of the Dealer hereby certifies on behalf of the Dealer that:

1. The Dealer Qualified Representative is duly authorized to execute this Certification on behalf of the Dealer, and
2. The Dealer Qualified Representative has received and reviewed the Investment Policy furnished by the Investor, and
3. The Dealer has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Dealer and the Investor that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Dealer Qualified Representative

Signature

Name (Printed)

Title

Date

GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BARBELL MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are concentrated in both the short and long ends of the maturity spectrum.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination (over \$100,000) CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Saginaw. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities

with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

FACE VALUE: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$300,000 per depositor (\$100,000 for non-interest bearing demand deposits, \$100,000 for interest bearing demand, savings or time deposits and a separate \$100,000 for interest and sinking funds)

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking service to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related asset of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owner corporation. The

corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market and as means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INVESTMENT POOL: An entity created under the Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

LADDERED MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are equally spaced.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds its face value.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument, exclusive of the accrued interest.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

QUALIFIED REPRESENTATIVE: A person who holds a position with and is authorized to act on behalf of a business organization (as defined by the Public Funds Investment Act)

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

- a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security.
- b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF SAGINAW RESOLUTION NO. 2021-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAGINAW,
TEXAS, ADOPTING AND APPROVING A REVISED CITY OF SAGINAW,
TEXAS, INVESTMENT POLICY

WHEREAS, the City Staff has prepared revisions to the City of Saginaw, Texas Investment Policy as adopted on January 26, 1988, and as heretofore revised on September 6, 1988, February 6, 1990, March 5, 1996, September 18, 2001, December 7, 2010, October 3, 2017, and September 3, 2019;

WHEREAS, the Investment Committee has heretofore studied and made its changes to such proposed revised policies, and there is attached to this Resolution a complete copy of the City of Saginaw, Texas Investment Policy, as revised on the date of adoption of this Resolution; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

1. That the City Council of the City of Saginaw, Texas, does hereby formally approve and adopt the REVISED CITY OF SAGINAW, TEXAS INVESTMENT POLICY, as a copy is attached to this Resolution and as revised and amended on the 7th day of September, 2021.
2. That henceforth the Revised Investment Policy hereby adopted shall be in full force and effect and shall supersede and amend any prior such policy and provisions thereof.

ADOPTED AND APPROVED this 7th day of September, 2021.

APPROVED:

Todd Flippo, Mayor
of the City of Saginaw, Texas

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (4)(e)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

Action regarding Approval of the purchase of new hardware/software for check payment processing

BACKGROUND/DISCUSSION:

During a forensic audit and evaluation of the finance system, an area of vulnerability identified was at the connection from the check processing software to the utility billing application. When the weakness was identified, the City discontinued use of the current check processing software. Since that time City staff has been entering check payments into the system manually and sending checks to the bank with the daily deposit. This request is to purchase a new check processing system that will be secure, not vulnerable to the same weaknesses as the former system, and much more efficient than the current manual entry process.

FINANCIAL IMPACT:

The initial cost of the hardware and software is \$12,964 with an annual, recurring cost of \$1,644. Funding is available in the Enterprise Fund.

RECOMMENDATION:

Approve purchase of check processing hardware and software.

ATTACHMENTS:

Description

Jaguar Agreement

Desktop Remit



DesktopRemit - from Jaguar Software was designed for the government or commercial customer processing a small to medium volume of payments. DesktopRemit is a full featured remittance processing system design to be used at the desktop with a standard desktop check scanner and a basic PC.

Do you handle a stack of mail like this everyday?

Do you want to automate the process?

Then you need **DesktopRemit** - software designed to handle this right from your desk.

- CAR/LAR to read the hand written amounts on the checks.
- OCR or Bar Code to read the coupon or statement.

1234567801252009002345



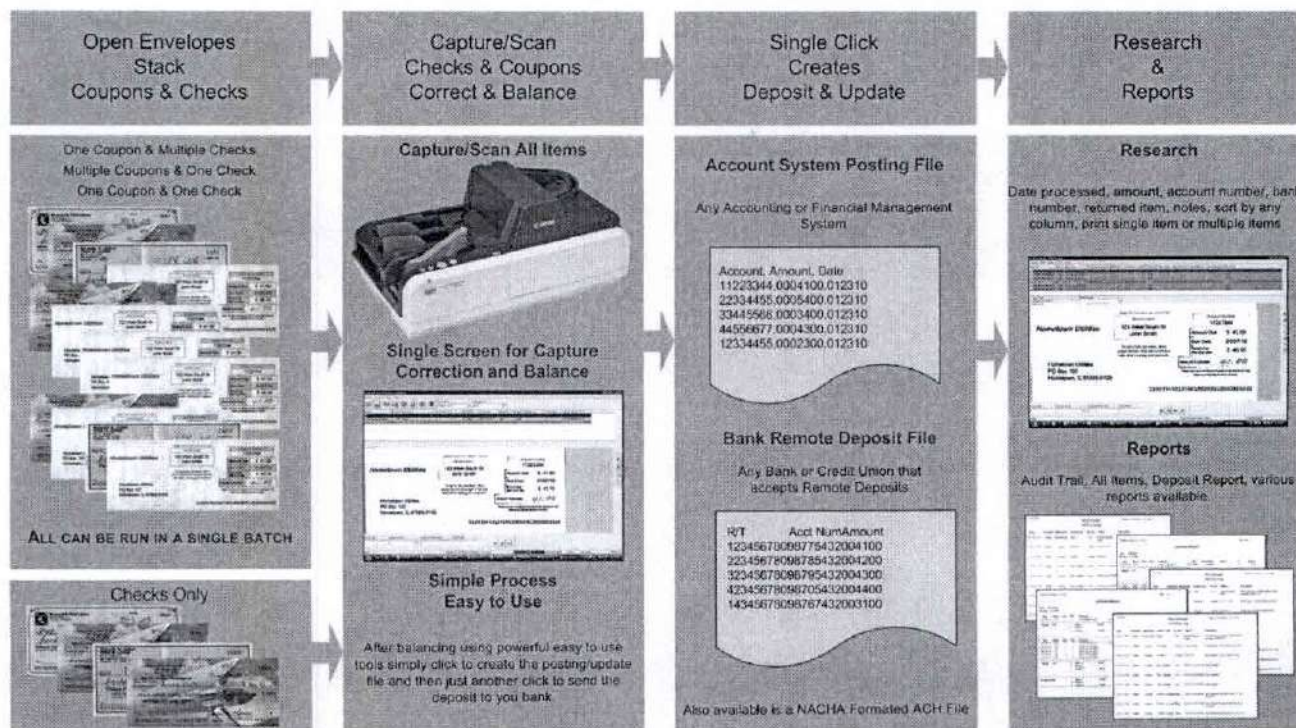
High speed scanning with an industry standard check scanner.

- Quick and Easy Install
- Automatic Posting
- Electronic Deposit
- IntelligentFields




Jaguar
SOFTWARE

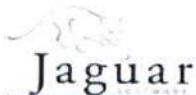
Desktop Remit



Desktop Remit

- **CAR/LAR**—Courtesy Amount and Legal Amount Recognition for reading dollar values from checks.
- **OCR**—Optical Character Recognition to read OCR Line and other information from coupon or statement.
- **Barcode**—Barcode recognition can also be used to read information from coupon or statement.
- **IQA**—Image Quality Assurance to verify the usability of the image.
- **Duplicate Item Detection**, assurances for you and the bank.
- **User defined fields** for customer specific data.
- **Customizable coupon configuration** allows reading of any coupon.
- **Archive**—Front and rear of all checks and coupons are stored in database.
- **Scan just a batch of checks for deposit.**
- **Intelligent Fields** - Allows users to configure intelligently populated fields based on previously entered data
- **High speed scanning** compatible with numerous industry standard check scanners—Canon, Digital Check, Panini just to name a few.
- **Scan mixed transactions** in a single batch. Single coupon and check or multiple coupons and a single check or single coupon and multiple checks.
- **Deposit**—created automatically can be sent to any financial institution that accepts remote deposits.
- **ACH file** can be created for eligible checks.
- **Posting file or update file** is created automatically to import into accounting or financial system.
- **Easy to use balancing tools** to speed correction of misread items.
- **Smart balancing based comparison** of either "amount due" or "past due"
- **Research**—find the image and data associated with the image based on many variables - date, amount, item type, account number, unique id, returned checks plus many more.
- **Linked**—Each check and coupon in a transaction are linked, find either and automatically find the other.
- **Notes**—Research allows user to place notes on stored images.
- **Print a single image or print multiple images.**
- **Reports**—various standard and custom reports are available.
- **Reports can be printed or saved as a PDF, text, or Excel.**
- **System maintains a comprehensive audit trail.**
- **CD/DVD Archive application** for backup and long term storage.

Contact your local Jaguar Software reseller:



Desktop Remit System



Customer Information	
Customer: Saginaw Water District	Accounting System: STW / OpenGov
Contact: Karen Cromwell	Transactions Per Month (avg): 9000
Address: 333 West McLeroy Boulevard	Bank: Frost bank
City, State, ZIP: Saginaw, TX 76179	
Phone: 817-232-4640	
Email: kcromwell@saginawtx.org	Web Site Address: http://www.ci.saginaw.tx.us/353/Water-AccountsBill

Software Module	Reseller Cost	Quantity	Extended Price	Annual Maintenance
Desktop Remit System less than 150,000 total items	\$4,600.00	1	\$4,600.00	\$945.00
Accounting Interface(other than standard CSV file format)	\$1,235.00	1	\$1,235.00	\$300.00
Software Subtotal:			\$5,735.00	\$1,245.00

Hardware

	Unit Cost	Quantity	Extended Price	Annual Mtc.
Canon CR-190III Check / Coupon Scanner	\$ 2,650.00	1	\$ 2,650.00	\$ 399.00
Syntron Check Jogger	\$ 385.00	1	\$ 385.00	-
Hardware Subtotal:			\$ 3,035.00	\$ 399.00

Professional Services

	Daily Rate	Days	Extended Price
Installation Single Coupon & Bank & Training - Remote and On Site	\$ 1,700.00	1.5	\$ 2,550.00
Professional Services Subtotal:			\$ 2,550.00

Investment Summary

Software =	\$ 5,735.00
Hardware =	\$ 3,035.00
Professional Services =	\$ 2,550.00
Total Hardware and Software Investment =	\$ 11,320.00
Annual Software and Hardware Maintenance =	\$ 1,644.00 Due 30 days after installation
Total First Year Cost=	\$ 12,964.00

Accepted by: _____

Accepted Date: _____

Scott Milliken
General Manager
Technique Data Systems, Inc.
972-849-7051 Direct
972-772-5040 Office
smilliken@techdatasystems.com





City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Gabe Reaume
City Manager

Agenda Items: (6)

E-mail: greaume@saginawtx.org

Phone: 817-230-0324

SUBJECT:

Farmer's Market/Christmas Market Update

BACKGROUND/DISCUSSION:

Trey Harper, Director of Development at Community Link Mission, will be present to give an update on the Farmer's Market and plans for a Christmas Market.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Lee Howell
Chief of Police

Agenda Items: (7)

E-mail: lhowell@saginawpolice.org

Phone: (817) 232-0311

SUBJECT:

Consideration and Action Regarding Authorization of Contract with PGAL Architects for Library/Senior Citizens Center Design.

BACKGROUND/DISCUSSION:

Four architectural firms were invited to respond to a Request For Qualifications (RFQ) for architectural design services for a new Library and Senior Citizens Center. The firms responding were Komatsu, BRW, BSW, and PGAL. All four firms submitted portfolios meeting the specified qualifications and experience.

Presentation interviews with each firm were conducted on June 10-11, 2021, by a selection committee. Committee members were Council Members Charles Beasley and Patrick Farr, Library Board Members Rick Russell and Belinda Henson, and staff members Ellen Ritchie, Keith Rinehart, Lee Howell.

Committee members scored and ranked each firm according to evaluation criteria outlined in the RFQ. Member's scores were totaled and PGAL ranked number #1. Follow up site visits and reference checks on current and past PGAL projects were very positive.

City Management reviewed the scope of services with PGAL and negotiated a fair and reasonable compensation. PGAL submitted a final contract proposal. The contract has been approved as to form and content by City Attorney's office.

FINANCIAL IMPACT:

Funds are available from the 2021 C.O. bond sale. The cost of professional services for this project will total approximately \$1,946,075.

RECOMMENDATION:

The project selection committee recommends approval.

ATTACHMENTS:

Description

B133-2019 - Saginaw-PGAL Agreement - Final.pdf

Amendments to AIA A201-2017 Public Library - Senior Center - Copy.pdf

PGAL 2021-2022 Endts.PDF

certificate.pdf

Form 1295 Certificate.pdf

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Seventh day of September in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

and the Architect:
(Name, legal status, address, and other information)

PGAL, Inc.
14135 Midway Rd., Suite G-200
Addison, TX 75001

for the following Project:
(Name, location, and detailed description)

Saginaw Public Library + Senior Citizens Center

The Construction Manager (if known):
(Name, legal status, address, and other information)

Undetermined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project scope is a public library and senior citizens center with associated site work including parking, a possible plaza and other amenities, collocated on one site.

The total Project Budget is set at \$25,900,000 (\$18,700,000 for the library and \$7,200,000 for the senior citizens center).

The City has adopted the 2018 ICC Codes, including the International Building Code (IBC), International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and International Fire Code, in addition to the 2018 National Electrical Code.

The City intends to employ a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The 5.3-acre site is located at the north side of West McLeroy Boulevard, diagonally across the street from the existing City Hall. The current scope is to provide two separate facilities, possible connected by a breezeway or similar feature. The library is anticipated to be two-stories and approximately 30,000 square feet. The senior citizens center will be a single-story and approximately 10,000 square feet.

(Paragraphs deleted)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The budget for the Cost of the Work for the library is approximately \$12,875,000, plus an FFE budget of \$1,050,000 and an IT/Data/AV/Security budget of \$750,000.

The budget for the Cost of the Work for the senior center is \$5,000,000, plus an FFE budget of \$300,000 and an IT/Data/AV/Security budget of \$200,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

(Paragraphs deleted)

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Lee Howell
Chief of Police
City of Saginaw
505 West McLeroy Boulevard

Saginaw, TX 76179
howell@saginawpolice.org
Phone: 817-232-0311

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Lee Howell
Chief of Police
City of Saginaw
505 West McLeroy Boulevard
Saginaw, TX 76179
howell@saginawpolice.org

(Paragraphs deleted)

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Geotechnical Engineer:

Owner' vendor, anticipated to be CMJ Engineering.

.3 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing / inspections during construction.
- 2018 International Energy Conservation Code, Section C408 required building commissioning. MEP Systems to be commissioned include:
 - o Lighting controls and daylighting controls.
 - o Plumbing service hot water systems.
 - o HVAC system components, if the IECC 2018 threshold for requiring commissioning is met.
- Site environmental surveys, assessments and remediation.
- Equipment selection, procurement and installation for computer, telephone and UPS systems.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Jeff D. Bulla, AIA, LEED AP
Principal

Init.

PGAL, Inc.
14135 Midway Rd., Suite G-200
Dallas, TX 75001

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
JQ Engineering
100 Glass Street
Dallas, TX 75207
Contact: John Hoenig, PE, Partner
- .2 Mechanical Engineer:
M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal
- .3 Electrical Engineer:
M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under Additional Services:

- .1 Civil Engineer:
Teague Nall & Perkins (TNP)
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
Contact: Michael Wilson, PE, Associate Principal
- .2 Landscape Architects
Teague Nall & Perkins (TNP)
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
Contact: Bill Smith, RLA, Director of Landscape Architecture
- .3 Library Programming Specialist
720 Design
9003 Oakpath Lane
Dallas, Texas 75243
Contact: Maureen Arndt, Principal
- .4 AV, IT, Security & Acoustics Consultant
NV5 Engineering & Technology
2650 18th Street, Suite 202
Denver CO 80211
Contact: Mary Cook, Senior Consultant

§ 1.1.13 Other Initial Information on which the Agreement is based:

Scope of Basic Services

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Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:

- Interior design, including all interior finishes and lighting, along with generic shelving and furniture plans to assist with locating electrical and communication outlets.
- Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
- Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design. Cold-formed framing shall be a performance specification.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power, emergency generator, interior and exterior lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system, along with performance specifications for HVAC test and balance requirements.
- Anticipated design team submittals and Owner review meetings:
 - 50% Schematic Design
 - 100% Schematic Design
 - 50% Design Development
 - 100% Design Development
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents (no Owner review meeting or CMAA pricing update)
- Other basic services design phase meetings shall include the following, as required:
 - Meeting with Owner Facilities and I.T. departments for coordination of standards
 - Attendance at City Council meetings to answer questions, as may be required for the Owner's standard approval processes is included.
- Compliance with applicable codes and ordinances, including a pre-development meeting with Owner departments related to site and building development.
- Building Information Modeling: The building will be designed utilizing using Autodesk Revit® Architecture Building Information Modeling (BIM) software to a 300 Level of Development. BIM shall be limited to overall building massing indicative of area, height, orientation and materials modeled in three dimensions or represented by other data and its use is restricted to the Architect and its Consultants for the purposes of internal coordination and conceptual presentation to the Owner. No other party may rely on the accuracy of the 3D Model for purposes beyond conceptual representation. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. PGAL will provide the Contractor with the Revit model (upon execution of PGAL's waiver form) for their use in preparing shop drawing submittals, and PGAL's consultants may release their drawings or Revit model upon their similar conditions.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees paid by PGAL shall be a reimbursable expense.
- The design team has included the below average number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.

○ Architect	2 times per month up to a total of 36 visits
○ Civil Engineer	up to 14 times total
○ Landscape Architect	Included in Civil Engineer's 14 total
○ Structural Engineer	up to 5 times total
○ MEP Engineer	up to 6 times total (counted per engineer-visit)
- Digital conformance drawings reflecting contract changes from accepted contingency expenditures or change orders. Excludes as-built record documents to incorporate the Contractor's field changes into the digital documents. Incorporating the Contractor's field changes into the contract documents is an Additional Service.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Five Million Dollars (\$ 5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to reasonably rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall consult with Owner on matters relating to aesthetic effect and Owner's decision shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

(Paragraph deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate 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 construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Additional Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Included in Basic Services
§ 4.1.1.2 Discovery and Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Included in Basic Services
§ 4.1.1.8 Development of Building Information Models for post construction use	CM At Risk
§ 4.1.1.9 Civil engineering	Architect – Section 4.1.2.1
§ 4.1.1.10 Landscape design	Architect – Section 4.1.2.1
§ 4.1.1.11 Architectural interior design	Included in Basic Services
§ 4.1.1.12 Value analysis	CM At Risk
§ 4.1.1.13 Cost estimating	CM At Risk
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	CM At Risk
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect – Section 4.1.2.1
§ 4.1.1.23 Security evaluation and planning	Architect – Section 4.1.2.1
§ 4.1.1.24 Commissioning	Owner (Or Architect Optional Service)
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect – Section 4.1.2.1
§ 4.1.1.28 Signage and graphics design	Included in Basic Services
<i>(Row deleted)</i>	
§ 4.1.1.29 Audio-Visual systems design	Architect – Section 4.1.2.1
§ 4.1.1.30 Acoustical consulting	Architect – Section 4.1.2.1

(Paragraphs deleted)

§ 4.1.2 Description of Additional and Optional Services

§ 4.1.2.1A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Scope of Additional Services:

The Architect will provide the following Additional Services as required to complete the project.

- Discovery, Programming and Conceptual Design:
 - Program information gathering and analysis

- Staff questionnaire
- Kick-off Meeting
- Stakeholder interviews as needed
- Community Input Meetings, (0) for library and (1) for senior citizens' center
- Programming Development Meetings (2 each facility)
- Site Design Charrette
- Adjacency Design Charrette for library
- FFE Test Fit Meeting
- Issuance of Room Data Worksheets to staff for each facility
- Coordinate with Technology Programming
- Draft and final program reports
- Civil Engineering and Landscape Architecture consulting will be provided in accordance with the attached Teague Nall Perkins Professional Services Proposal, dated August 25, 2021.
- Audio-Visual Systems, IT/Telecom, Security and Acoustics consulting will be provided in accordance with attached NV5 Professional Services Proposal, dated August 24, 2021.
- FF&E Design & Procurement Assistance – The Architect and Interior Designer will provide the following services for the design and procurement of the furniture and shelving:
 - Refine selected furniture layout.
 - Provide chair and fabric samples for owner selection.
 - Furniture showroom tours for office/workroom furniture.
 - Provide furniture and equipment specification and schedules for bidding and/or state contract purchasing.
 - Power/data/technology coordination
 - Provide drawings and specifications for custom end panels
 - Provide bid documents, answer questions and review bid and contract proposals
 - Review shop drawings and answer questions during CA.
 - Provide thematic design services for teen and/or children's areas.
 - Coordinate installation schedule of furniture with general contractor and vendors.
 - Participate in (2) punch list for FFE.
 - Furniture specifications divided into appropriate bid/government contract schedules and coordinated with FFE specialist.
 - Deliverables
 - Furniture floor plans
 - Specification binder
 - Binder with fabric and finish selections
 - Cost estimates by area and schedule
 - Bid documents and/or proposals

Optional Design Services:

The following services may be included upon Owner's authorization:

- Discovery Tours with stakeholders of pertinent projects. This will include the Architect's design team and Library Consultant.
- IECC Minimum Commissioning: Optional service, if allowed by local Authorities Having Jurisdiction, for MEP Consulting Engineers to provide basic commissioning services to comply with the requirements of the 2018 International Energy Conservation Code. Exclusion: Third party energy code inspection.
- Design of structurally supported first floor slab if required by the geotechnical report.
- Electronic Security Systems Design for the DD/CD/CA phases so this may be bid. The basic services include programming and schematic design for this scope, but assumes a City-provided vendor will provide design-build services to complete this work.
- Cultural Resources Survey if required by the Texas Historic Commission. Refer to Exhibit A – TNP Proposal.

Exclusions from Architect's Services:

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Any services excluded in the attached consultant Exhibits A or B

- Off-site engineering.
- Planning and Zoning Submissions and process for re-zoning or SUP / PD.
- ALTA Surveys.
- TxDOT coordination / permitting (not anticipated to be required for this site).
- Separate instrument exhibits for utility and other on-site easements.
- Storm Water Pollution Prevention Plan. (to be provided by Contractor)
- Storm Water Quality Management Plan / Design (including bio-swale and other filtration systems).
- Subsurface utility engineering (SUE).
- Traffic analysis and/or traffic signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high. (such walls are not anticipated to be needed).
- Leadership in Energy and Environmental Design (LEED) design, registration, and certification.
- Coordination with a public Art program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews.
- Food service / commercial kitchen consulting and design services.
- Fountain or water feature design.
- Distributed Antenna System (DAS) Design
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, virtual reality, animations, etc. beyond PGAL's typical renderings produced in-house.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and public presentation specifically authorized as additional services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Supplemental Services Provided by Owner:

- **CMAA Selection:** The Owner will write the CMAA selection Request for Proposals (RFP) and conduct the CMAA selection process. PGAL will, at Owner's request, participate in the evaluation process as part of basic services in an advisory role which may include attending (1) CMAA proposal evaluation meeting and interviews of short listed proposers on (1) day.
- **Commissioning:** Unless authorized as an additional service, Owner will provide commissioning as may be required by the 2018 International Energy Conservation Code.
- **Geotechnical, Plat, Survey, and adjacent property development coordination:** Except where authorized as an additional service, all Services necessary for completion of the project shall be provided by Owner through separate vendors.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in

- the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
 - .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect;
 - .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
 - .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two(2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) times monthly visits to the site by the Architect during construction

- 3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One(1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty(30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants

consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraph deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant

to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ []

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 The Agreement shall be governed by the laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including such amendments attached hereto, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the above, Architect understands that Owner is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Owner shall give Architect prompt written notice of such request, Architect shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Owner will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Architect to timely respond to the notice provided by Owner may result in the disclosure of the requested information pursuant to the Act.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 10.11 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof or of the Contract Documents, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 10.12 The Architect may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Architect from engaging subcontractors to perform various phases of the Project, but Architect shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors.

§ 10.13 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 10.14 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 10.15 This Agreement and the Architect are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 10.18 Notwithstanding any other provisions herein, the parties acknowledge that the Architect, as the Owner's representative, works on behalf of the Owner and in the best interests of the Owner on the Project.

§ 10.19 By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents or the Architect's Instruments of Service. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to the design.

§ 10.20 Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as defined in article 1.1.13 and article 3.6 to observe the site to evaluate and determine whether the Contractor's work is on track with the Project schedule and calendar and to determine for the Owner's benefit, that the work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect and/or the Architect's consulting engineer(s) shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The number of site visits included in basic services shall be as defined in Article 1.1.13. Additional site visits may be provided as requested by Owner at hourly rates or as a negotiated additional service. The Architect shall provide the Owner with

written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the work is not in conformity with the Contract Documents.

§ 10.21 Where the Work does not conform to the Contract Documents or the Architect's Instruments of Service, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

§ 10.22 The Architect, rather than the Owner, has the primary responsibility to interpret and evaluate matters relating to the performance of the Contractor in the construction process.

§ 10.23 Notwithstanding any other provisions herein, the Architect shall review the Contractor's applications for payment and shall certify, to the best of the Architect's knowledge, information, and belief, that the amounts claimed to be due are valid and correct. Such certification constitutes a representation by the Architect to the Owner, based on the Architect's observations at the site, that the Work has progressed to the point indicated by the Contractor and that the quality of the work is in substantial accordance with the Contract Documents.

§ 10.24 Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

§ 10.25 It is distinctly agreed that by virtue of this Agreement, that the Architect and the Architect's consultants shall not ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$1,519,375

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

The above fees are based on a \$17,875,000 construction contract (GMP) amount. Should the Owner's final approved GMP exceed the \$17,875,000, the Architect's basic services fee shall be increased by an amount commensurate with the additional scope and budget that was added to the design contract, not to exceed 8.50% of the difference between the original budget and the approved GMP amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

§ 11.2 For the Architect's Additional and Optional Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services	Subtotal
Discovery, Programming and Conceptual Design	\$93,850
Civil Engineering and Landscape Architecture	\$127,000
Technology & Acoustical Consulting	\$97,850
FF&E Design & Procurement Assistance	\$108,000
Total Additional Services Fees	\$426,700
Optional Design Services	Subtotal
Discovery Tours by Architect's Design Team (3 persons)	\$4,080
Discovery Tours to include Library Consultant	\$1,680
IECC Req'd Basic Commissioning	\$20,000
Design of structurally supported first floor slab	\$9,000
Electronic Security Systems Design - DD/CD/CA phases	\$15,750
Cultural Resources Survey	\$5,000
Total Optional Fees	\$55,510

Reimbursable Expenses Allowance (per Article 11.8)	\$30,000
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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As negotiated lump sum fee, or hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent(10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:
(Row deleted)

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Thirty-Five	percent (	35	%)
Bidding and Negotiation	Five	percent (	5	%)
Construction Administration	Twenty	percent (	20	%)
(Rows deleted)				
Total Basic Compensation	One hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C - PGAL Hourly Rate Schedule 2021

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero(\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

(Insert rate of monthly or annual interest agreed upon.)

Prevailing rate%

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

- .2 Exhibits:

(Paragraphs deleted)

Exhibit A - Teague Nall Perkins Professional Services Proposal for Civil Engineering and Landscape Architecture, dated August 25, 2021.

(Paragraphs deleted)

Exhibit B - NV5 Professional Services Proposal for AV, IT/Telecom, Security and Acoustics, dated August 24, 2021.

Exhibit C - PGAL Hourly Rate Schedule 2021

- .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

Agreed Amendments to AIA Document A201-2017 – General Conditions of the Contract for Construction.

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

OWNER(Signature)

City of Saginaw
(Printed name and title)

JEFF D. BULLA

ARCHITECT (Signature)

Jeff D. Bulla, AIA, Principal
PGAL, Inc.

(Printed name, title, and license number, if required)

Init.

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Saginaw Library & Senior Center
Surveying, Civil Engineering & Landscape Architecture
Saginaw, Texas

TNP PROJECT NUMBER: TBD

CLIENT: PGAL
Attention: Jeff Bulla, Principal

ADDRESS: 14135 Midway Road
Suite G-200
Addison, Texas 75001
Office: (972) 871.2225

PGAL (Client) hereby requests and authorizes Teague Nall and Perkins, Inc., (TNP) to perform the following services:

Article I

SCOPE OF BASIC SERVICES: TNP proposes to provide Surveying, Civil Engineering and Landscape Architecture services for a new Library and Senior Center on an approximate 5.3-acre site in Saginaw, Texas. A detailed scope of services is included in Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the TNP **a fixed fee as follows:**

A. Surveying_____	\$ 18,000
a. Topographic Survey:	\$ 7,000
b. Boundary Survey/Final Plat:	\$ 9,000
c. Easement Preparation (1):	\$ 2,000
B. Site Programming_____	\$ 8,000
a. Site Programming:	\$ 8,000
C. Onsite Civil Engineering (SD thru CD)_____	\$ 44,000
a. Site Engineering:	\$ 36,000
b. Detention Pond Design:	\$ 8,000
D. Required City Services_____	\$ 10,000
a. Preliminary Plat:	\$ 5,000
b. Site Plan:	\$ 5,000
E. Landscape Architecture and Irrigation (SD thru CD)_____	\$ 32,000
a. Landscape/Hardscape & Irrigation Design:	\$ 28,000
b. Tree Preservation/Mitigation Plan:	\$ 4,000
F. Construction Administration_____	\$ 15,000
a. Onsite Civil Improvements:	\$ 10,000
b. Landscape and Irrigation:	\$ 5,000

2. **SPECIALIZED SERVICES:** The CLIENT agrees to pay the TNP **a fixed fee as follows:**

A. Jurisdictional Regulations_____	\$ 5,000
a. Cultural Resources Desktop Survey:	\$ 5,000

3. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by TNP which is not specifically included in **BASIC SERVICES** as defined. **ADDITIONAL SERVICES** shall include, but shall not be limited to:

- a.) Subcontract charges not described in BASIC SERVICES or Attachment 'A';
- b.) Environmental Site Assessments (ESA);
- c.) Property Re-Zoning; Zoning applications, Zoning exhibits;
- d.) Preparation of real property transfer documents or exhibits;
- e.) Participation in real property acquisition;
- f.) Abstract, Easement and Land Title research;
- g.) Preparation of Encroachment or Access Agreement;
- h.) Geotechnical Engineering;
- i.) Subsurface Utility Exploration (SUE);
- j.) Franchise Utility Extensions or Relocations;
- k.) Water or Sanitary Sewer Study;
- l.) Traffic Impact Analysis (TIA);

- m.) LEED Certification Design;
- n.) Construction Staking;
- o.) Street Illumination;
- p.) Streetscape Design;
- q.) Trips and meetings beyond a 50-mile radius of Fort Worth;
- r.) Engineering study/services not described in **BASIC SERVICES** or Attachment 'A';
- s.) Public Offsite Improvements or Extensions;
- t.) Preparation of exhibits or materials other than those listed in Basic Services;
- u.) Hardscape plans other than those listed in Basic Services;
- v.) Signage or Water Feature Design;
- w.) Electrical engineering for building or site improvements;
- x.) Site Improvements beyond those represented in the attached concept site plan (see Concept Site Plan)

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

ADDITIONAL SERVICES shall not be performed unless written authorization has been received from CLIENT. Any Additional Service performed without prior written authorization shall be viewed as a Basic Service for which no additional compensation shall be received.

4. **PAYMENT TERMS:** CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to TNP more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: TNP will develop the schedule based on the highest priorities set forth by the Client.

Article IV

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. No work shall commence on the project until an executed copy of this contract or purchase order is received by TNP. By signing below or on a purchase order, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

PGAL

Submitted by TNP:

Teague Nall and Perkins, Inc.

By:

Jeff Bulla

Title: _____
Principal

Date: _____

By:

Michael Wilson

Michael Wilson

Title: _____
Associate Principal

Date: _____
August 25, 2021

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

BASIC SERVICES

SURVEYING

Topographic Survey

Provide a topographic survey for the site. The survey scope will include the following:

1. Establish horizontal control points as needed throughout the project.
2. Establish vertical benchmarks as needed throughout the project.
3. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
4. Elevations obtained 50 feet outside of property lines where accessible.
5. Visible utilities such as power poles, manholes, valves, etc. will be located.
6. The property lines identified by the land title surveys will be incorporated into the topo.
7. Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.
8. Topographic drawing in digital format showing 1-foot contour intervals and the items listed above for design purposes.
9. The topographic survey will be generated in AutoCAD 2020 or later version.
10. Locate all trees within project area in order to prepare the tree mitigation plan per City standards.

Boundary Survey

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
5. A final Property base will be prepared to incorporate into the Topographic Survey.
6. Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

Final Plat

1. Provide all office and field work necessary to prepare a Final Plat for the approximate 5.3-acre tract. The Final Plat will be prepared in accordance with the City of Saginaw subdivision regulations and will delineate proposed easements, dedications and existing easements that the Surveyor has been advised of. A current Title Report or Commitment shall be provided to the Surveyor to ensure all easements and/or encumbrances are identified on the plats. The Final Plat will be signed and sealed by a Texas Registered Professional Land Surveyor.
2. TNP will complete the required application, and assemble other information required for submittal with the Final Plat. TNP will submit the Final Plat application to the City for review

and comment.

3. TNP will coordinate with City staff to address comments and pursue approval of this subdivision application. TNP has assumed that the Final Plat will require approval by the Planning Commission. TNP will attend the Planning and Zoning Commission meeting as required for approval.
4. After Final Plat is filed of record and at the completion of construction, TNP will set all lot corners with a 5/8-inch iron rod and cap stamped "TNP" where necessary.

Easement Preparation

Scope includes preparing the necessary easements for electric service to the site. It is anticipated that one (1) easement will be necessary for the electric service. TNP will coordinate with the Owner/Architect/Contractor and the utility company to determine the exact alignment and size of the required easement. The exhibits will be included with the necessary front-end easement documents and submitted to the Owner for signatures. TNP will coordinate delivery of the executed easement to the utility company for filing.

ONSITE CIVIL ENGINEERING (PRIVATE IMPROVEMENTS)

Overall scope includes a new Library and Senior Center on approximately 5.3 acres (see attached Concept Site Plan). Site engineering will include all grading, drainage, water, sewer and paving to support the new buildings. A detention pond will be required for the proposed improvements. There are no anticipated offsite improvements for the project. If offsite improvements are required, these will be considered additional services.

Scope of work shall include the following documents:

Project Deliverables

- Demo Plan
- Site Plan
- Dimensional Control Plan
- Grading Plan
- Paving Plan
- Site Water and Sewer Plan
- Site Drainage Plan
- Detention Pond
- Erosion Control Plan
- Civil Details
- Project Specifications

CITY SERVICES

Preliminary Plat

TNP will prepare a formal Preliminary Plat package for submittal to the City of Saginaw. In general, the Preliminary Plat will illustrate the property boundary, existing easements, and adjacent property information.

Processing: The application will be prepared and submitted with the Preliminary Plat to the City. We will coordinate processing the Preliminary Plat with the City staff. TNP will assist the Architect with the presentation of the Preliminary Plat to the Planning & Zoning Commission for consideration for approval, as needed.

Site Plan

TNP will prepare a formal Site Plan package for submittal to the City of Saginaw. In general, the Site Plan will illustrate in detail the location and size of buildings, parking, ingress/egress, adjacent uses, tree survey, façade plan, existing utilities, proposed utilities, existing and proposed drainage and existing topography.

Processing: The application will be prepared and submitted with the Site Plan to the City. TNP will coordinate processing the Site Plan with the City staff. TNP will assist the Architect with the presentation of the Site Plan to the Planning & Zoning Commission and City Council for consideration of approval.

LANDSCAPE ARCHITECTURE & IRRIGATION

Schematic Design and Design Development (30% Schematic, 50% DD, and 100% DD)

1. Prepare the following:
 - a. Attend a kick-off meeting with the Client to visit the site and discuss programming
 - b. Develop a site plan and landscape concept rendering that conforms to Saginaw's Codes and shows public plaza, gardens and/ or other outdoor spaces for the site.
 - c. Further develop the plans in CAD to define the design elements.
2. Attend up to three meetings with Client and design team to review drawings

Construction Documents (50% CD, 90% CD, and 100% CD)

1. Prepare the following:
 - a. Further develop the landscape concepts that conform to Saginaw Codes
 - b. Develop and finalize the landscape plans for the site. This will include a planting schedule, notes, and details.
 - c. Develop and finalize irrigation plans for that conform to Saginaw Codes. This will include an irrigation schedule, notes, and details
 - d. Develop and finalize hardscape plans for pedestrian areas of the site with layout, details, and notes.
 - e. Develop a site furnishing plan showing outdoor furnishings.
 - f. In accordance with City criteria, TNP will prepare a tree preservation/ mitigation plan and tree removal permit.
2. Deliver 100% construction documents to the Client, ready for bid.
3. Attend up to three meetings with Client and design team to review drawings

Project Deliverables

- Landscape Plans and Details
- Irrigation Plans and Details
- Hardscape Plans and Details
- Tree Survey and Tree Preservation/Mitigation Plan
- Project Specifications

CONSTRUCTION ADMINISTRATION

- Attend pre-con & pre-installation meetings (utilities, paving, landscape/irrigation) as necessary.
- Attend monthly OAC meetings during extensive civil/landscape installation (anticipated 6 meetings). Additional meeting can be attended virtually, if available.
- Review shop drawings and submittals related to site work construction.
- TNP is responsible for return delivery to Architect.
- Answer contractor requests for information (RFI's) during construction.
- Assist Architect in preparation of any required site work changes.
- Visit site to observe site work construction (anticipated 6 visits). These visits will occur immediately before or after the monthly OAC meetings.
- Upon substantial completion, prepare written punch list for noncompliant items.
- Prepare record drawings based on contractor record drawings.

SPECIALIZED SERVICES

JURISDICTIONAL REGULATIONS

Cultural Resources Desktop Survey

Title 9, Chapter 191, Section 191.0525(2) of the ACT requires advance project review only if the project affects a cumulative area larger than five (5) acres or disturbs a cumulative area of more than 5,000 cubic yards, or if the project is inside a designated historic district or recorded archeological site.

Perform a cultural resources desktop review/archival research of the proposed project area performing preliminary research into previously recorded archaeological or historic sites and previous cultural resources surveys in or adjacent to the area to determine the potential for encountering significant cultural resources within the project area. Analysis and information will include the following:

- Soils
- Topography and Geology
- Known Archeological Sites, National Register Properties and Districts, Historic-Aged Buildings and Structures, Cemeteries, and Historical Markers within the Project Area
- Previously Conducted Archeological Surveys within One-Mile of the Project Area
- Cultural Resources Probability Assessment
- Potential Permitting Issues and Regulations

The desktop analysis will be submitted to the Texas Historic Commission for review and concurrence that no historic properties will be affected.

August 24, 2021

Mr. Jeff Bulla AIA, LEED AP

Principal

PGAL

14135 Midway Road, Suite G-200

Addison, TX 75001

Re: City of Saginaw Library and Senior Citizens Center

Proposal for Audiovisual, IT/Telecom, Security, and Acoustics Consulting Services. 21-0003985. Rev. 1

Dear Jeff,

Thank you for inviting NV5 Engineering & Technology to submit this proposal for the Library and Senior Citizens Center on the campus of City of Saginaw.

This proposal is based on preliminary program documents we received dated January 31, 2019 (Library) and March 27, 2018 (Senior Center), the RFQ dated 2021, and our subsequent discussions and emails. The projects are envisioned to afford the city of Saginaw the opportunity to reconsider the manner in which patrons engage with their public library and how they rely on and use the technology within the library in a collaborative and interactive manner and well as provide a new environment for the seniors that will provide an expansion of services and programs.

We assume the following project information:

- ✦ Project size - Library: 30,000 SF across two stories
- ✦ Project size - Senior Center: 10,000 SF on one story
- ✦ Project Budget - Library: \$12.3M
- ✦ Project Budget - Senior Center: \$4.75M

Further, we understand the project requires audiovisual systems to support the following spaces and functions:

- | | |
|--|-------------------------------|
| ✦ Divisible Meeting Spaces | ✦ Gaming/Collaboration Spaces |
| ✦ Small, Medium and Large Meeting Spaces | ✦ Group Study Rooms |
| ✦ Lobby/Gathering/Lounge Spaces | ✦ Business Center |
| ✦ Café Spaces | ✦ Digital Signage throughout |
| ✦ Activity/Recreation Spaces | ✦ Room Scheduling Systems |

We propose the following design and consultation disciplines for the project:

- ✦ **Audiovisual Systems**, including audio, video, display, conferencing, collaboration, presentation, control, and related systems such as digital signage. Our scope of work includes all relevant spaces and systems in the facility.
- ✦ **Structured Cabling Systems and Outside Plant**, including inter-building to project telecommunications backbone and intra-building cabling, infrastructure, and telecom rooms to support voice, television, and data services. Our scope of work includes all relevant spaces and systems in the facility.
- ✦ **Electronic Security Systems**, including access control, intrusion detection, emergency phones, and interior/exterior video surveillance systems. Our scope of work limited to planning and schematic design phase and includes all relevant spaces.
- ✦ **Acoustics**, including architectural room acoustics, interior and envelope sound isolation, building system noise, and mechanical system noise/vibration control for occupant comfort. Our scope of work is limited to the following spaces: Meeting Spaces, Study/Collaboration Spaces, and Activity/Recreation Spaces. Environmental noise control, the impact of noise generated by this Building on the surrounding environment, is excluded. Construction administration services are excluded.

PROCESS: AUDIOVISUAL SYSTEMS

Planning and Schematic Design

1. Review existing documentation submitted by the Owner describing current audiovisual systems, standards, preferences, and future plans.
2. Meet with the Owner and Architect to ascertain the functional, aesthetic, sustainability and budgetary requirements and aspirations of the Audiovisual Systems.
 - a. Conduct a Technology workshop and present the emerging technologies in audio, video, displays, AR/VR/XR, computing, telecommunications, personal communications, and others that may impact the future of libraries and senior centers. Show photos, sketches, and other materials with similar program elements and facilitate a discussion about what attributes of the multiple spaces are desired (and not desired) for the project. Note: This is an excellent tool for gathering program information, allowing the Owner to give specific direction to the entire Design Team, since the technology systems significantly impact the design of many factors about the space.
3. Assist the Architect in the developing sightlines, room geometries, floor plans, seating plans, projection spaces, equipment locations, adjacencies, and ceiling heights to enable optimal use of the audiovisual systems.
4. Generate and submit Equipment Plan drawings for the Audiovisual Systems, illustrating recommended locations for projection screens, projectors, displays, cameras, loudspeakers, lecterns, equipment racks, technical furniture, and other architecturally significant items as needed.
5. Review the Equipment Plan drawings with the Owner and Architect via a web conference. Submit updated Equipment Plan drawings for approval by the Owner.
6. Submit to the Architect, for coordination with appropriate members of the Design Team, guidelines for the following elements as related to the audiovisual systems: AC power, HVAC, vibration, and structural needs, lighting performance, dimming, dimming control, window treatments, projection glazing, equipment security, telecommunications, interior finishes, specialty furnishings, and Intelligent Building Systems. Our input for these elements as related to audiovisual systems will be options to consider, not final designs or specifications.
7. Submit as part of an overall preliminary Technology Program:
 - a. Narrative descriptions of recommended audiovisual solutions for the relevant spaces and systems within the Library and Senior Center.
 - b. Sketches as needed to illustrate select design ideas and concepts
 - c. Relevant technology trends
 - d. Project approach, bidding schedule and sequencing recommendations
 - e. Impact on technology staffing levels
 - f. Technology Refresh recommendations
 - g. Space Planning considerations
 - h. Architectural integration considerations and opportunities
 - i. Approved Equipment Plans
 - j. Opinion of Probable Cost (OPC) for the installed systems

Note: The report is intended to be used as a decision-making tool for planning and budgeting purposes. The costs expressed are estimates per space or system type for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers. The report will be submitted in PDF format intended to be used as a stand-alone document or as an attachment to other project documentation prepared by the Architect.

8. Meet with the Owner and Architect via web conference to review the Technology Program.

9. Submit a final Technology Program based on the information provided at the meeting. Upon acceptance by the Owner, the final document is a guideline for planning and design efforts as the project progresses.

Infrastructure Design (Schematic Design, Design Development, Construction Documents)

1. Submit to the Architect, or contribute to the Revit model, for inclusion into the Construction Documents package, model elements and detailed drawings illustrating infrastructure required to support the Audiovisual Program. On-sheet specifications for audiovisual related infrastructure, floor plans, ceiling plans, select elevations, riser diagrams and associated details as needed comprise the set. Illustrated elements include those typically provided by the General Contractor and/or Electrical Contractor, such as cable pathways, conduit destinations and sizes, back boxes, floor boxes, power locations, equipment locations, blocking, backing, projection screens, architectural integration details, and other information conveying design intent. Note: this phase does not include complete audiovisual system equipment packages. We prepare the audiovisual systems bidding documents as a separate late bid package, released during construction
2. Submit to the Architect, for coordination with appropriate members of the Design Team, final guidelines for the following elements as related to the audiovisual systems: AC power, HVAC, vibration, and structural needs, lighting performance, dimming, dimming control, window treatments, projection glazing, equipment security, telecommunications, interior finishes, specialty furnishings, and Intelligent Building Systems. Our input for these elements as related to audiovisual systems will be options to consider, not final designs or specifications.
3. Provide an update to the Opinion of Probable cost two (2) times at milestones identified by the architect
4. Update the Audiovisual system portion of the Technology Program at 100% Design Development and 100% Construction Documents.

Systems Design and Bidding (Planned as a late bid package, for release during construction)

1. Meet with the Owner to review and reconfirm the Audiovisual Program and budget. We schedule this meeting at approximately 12 months before Owner intends to occupy building(s).
 - a. Update the Opinion of Probable Cost one (1) time for final budgeting purposes and approval.
2. Once the Owner has approved the Audiovisual Systems budget, submit to the Architect and Owner, for release to specialty audiovisual contractors, competitive bidding documents for the audiovisual systems. The documents will include:
 - ✦ General bidding terms and conditions as needed
 - ✦ Narrative system descriptions
 - ✦ Functional block diagrams showing major audiovisual components indicating signal flow and equipment interconnectivity
 - ✦ Connection points to related systems such as data networks, lighting dimming systems, window treatment controllers, Mass Notification Systems and Security Systems as needed
 - ✦ Control software descriptions
 - ✦ Detailed equipment lists with specific manufacturers, makes, and models numbers for all of the major components necessary for the successful implementation of the system's design
 - ✦ Specification detailing the technical performance, installation, warranty coverage, training, documentation, and project close-out procedures. Note: All information will be of sufficient detail as to allow the Owner or Architect to solicit competitive bids from qualified specialty contractors. Others provide duplication, advertising, distribution, receipt, award, and other administrative tasks related to the bid packages.
3. Meet with the Owner via web conference to review the audiovisual systems design documentation.
4. Generate one set of updates to the audiovisual systems design documentation, based on Owner feedback. Submit the final bid specification package, to be released either as a stand-alone package or as an attachment

to procurement administration documents, such as CSI Division 00 / 01 or a standard Terms & Conditions document, prepared by the Architect, Owner, or others.

5. Provide a list of qualified audiovisual bidders, if needed.
6. Participate in pre-bid meeting via web conference with prospective bidders.
7. Provide answers to technical questions from bidders during the bidding process.
8. Review bid responses for compliance to design and specification.
9. Conduct a bid review meeting via a web conference with up to three of the bidders.
10. Submit bid analysis and bid award recommendation.

Construction Administration

1. Provide clarifications to drawings and specifications if required.
2. Respond to relevant RFIs, Shop Drawings and other project submittals for compliance with design documentation, as related to our design scope and responsibilities.
3. Observe and report on the General, Electrical work-in-progress as related to our design scope and responsibilities. Submit a punch list report.
 - a. This review will occur when audiovisual system pre-bid meeting is held.
4. Meet with the Audiovisual Contractor and Owner via a web conference to review Shop Drawings submitted by the Audiovisual Contractor. Review the functional capabilities and characteristics of the system for compliance with Owner requirements.
5. Meet with the Audiovisual Contractor and Owner via a web conference to review Graphical User Interface designs and layouts for the Audiovisual Control System submitted by the Audiovisual Contractor. Review functional capabilities and characteristics of the system for compliance with Owner requirements.
6. Observe and report on the completed audiovisual systems and final documentation. Submit Punch List Report detailing results.

PROCESS: STRUCTURED CABLING SYSTEMS

Planning and Schematic Design

1. Review existing documentation submitted by the Owner describing current telecommunications systems, standards, preferences, and future plans.
2. Meet with the Owner and Architect via web conference to ascertain the Structured Cabling Systems' functional, aesthetic, sustainability and budgetary requirements and aspirations.
3. Assist the Architect in the developing Outside plant entrance location, Telecommunication Room quantities, sizes, and locations based on building size, room layout, equipment layout, anticipated levels of connectivity and future expansion plans.
4. Submit to the Architect, for coordination with appropriate members of the Design Team, guidelines for the Telecommunications Rooms' design, including the Building's Entrance Facility. Guidelines will include lighting and electrical recommendations, floor, wall, ceiling finishes, and criteria regarding cooling and humidity. Our input for these elements as related to structured cabling systems will be options to consider, not final designs or specifications
5. Illustrate the Outside Plant Telecommunications requirements including inter-building connections from this facility to the existing telecommunications backbone for services such as voice, data, and cable television. Added to our drawing sets and on-sheet specifications are inter-building routing pathways, duct banks, maintenance holes, and pull boxes. Coordinate with the project Civil Engineer and other disciplines as required to establish final locations and details for incorporation into the civil engineering documents.

6. Submit as part of an overall preliminary Technology Program:
 - a. Narrative descriptions and graphical representation of the relevant structured cabling and outside plant spaces and systems
 - b. Relevant technology trends that impact structure cabling and outside plant
 - c. An Opinion of Probable Cost for the installed systems.
 - i. This exercise will exclude items that typically are provided by Owner such as network electronics (switches, wireless access points, firewall, management software), PCs and laptops, voice/telephonic equipment, printers, and distributed antenna systems (public and first responder)

Note: This report is a decision-making tool for planning and budgeting purposes. The costs expressed are estimates per space or system-type for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers. Submit the report in PDF format intended to be used as a stand-alone document or attach it to other project documentation prepared by the Architect.

7. Meet with the Owner and Architect via web conference to review the Technology Program.
8. Submit a final Technology Program based on the information provided at the meeting. Upon acceptance by the Owner, the final document is a guideline for planning and design efforts as the project progresses.

Infrastructure, Systems Design, and Bidding (DD / CD)

1. Finalize with the Architect the Telecommunication Room quantities, sizes, and locations based on building size,
2. Submit to the Architect, for coordination with appropriate members of the Design Team, guidelines for the Telecommunications Rooms' design, including the Building's Entrance Facility. Guidelines will include lighting and electrical recommendations, floor, wall, ceiling finishes, and criteria regarding cooling and humidity. Our input for these elements as related to structured cabling systems will be options to consider, not final designs or specifications.
3. Receive connectivity requirements and locations from the Owner and Design Team during Design Development in order to document copper, fiber, and wireless network for specialty systems that will be connected to the Owner's network including but not limited to Audiovisual, Electronic Security, Food Service, Point of Sale, Lighting, Shades, and other Building Systems as needed.
4. Submit to the Architect, for inclusion into the Construction Documents package, drawings illustrating Structured Cabling Systems, Outside Plant and associated infrastructure to the existing telecommunications backbone for services such as voice, data, and cable television. On-sheet specifications for structured cabling and outside plant systems, floor plans, ceiling plans, telecommunication room enlarged plans, building riser diagrams, and related details as needed comprise the drawing set. Illustrate outlet locations, types, faceplates, conduit, junction box types, floor boxes, horizontal cabling requirements per outlet type, cable tray layouts and sizes, vertical pathways and backbone cabling, cable pathways, conduit destinations and sizes, power locations, architectural integration details, and other information conveying design intent.
5. Coordinate with the project Civil Engineer and other disciplines as required to establish final locations and details for incorporation of Outside Plant infrastructure into the civil engineering documents.
6. Provide answers to technical questions from bidders during the bidding process.
7. Review bid responses for compliance to design and specification.

Construction Administration

1. Provide clarifications to drawings and specifications if required.

2. Respond to relevant RFIs, Shop Drawings and other project submittals for compliance with design documentation, as related to our design scope and responsibilities.
3. Observe and report on the completed structured cabling systems and final documentation. Submit Punch List Report detailing results.

PROCESS: ELECTRONIC SECURITY SYSTEMS

Planning and Schematic Design

1. Meet with the Owner and Architect via web conference to ascertain the functional, aesthetic, sustainability and budgetary requirements and aspirations of the Building security. Tour existing facilities as needed to complete the discovery process.
2. Generate and submit Equipment Plan drawings for the Electronic Security Systems, illustrating recommended locations for surveillance cameras, card access, intrusion detection, and emergency telephone (often referred to as "Blue Phones").
3. Review the Equipment Plan drawings with the Owner and Architect via a web conference. Submit one (1) revised Equipment Plan drawing.
4. Submit as part of the overall Technology Program:
 - a. Approved Equipment Plans
 - b. An Opinion of Probable Cost for the installed systems

PROCESS: ACOUSTICS

Planning and Schematic Design

1. Meet with the Owner and Architect via web conference to ascertain the functional, aesthetic, sustainability and budgetary requirements and aspirations of the acoustic environment. Provide initial guidance to room adjacencies and shaping, mechanical system equipment locations, arrangements as they relate to the Meeting Spaces, Study/Collaboration Spaces, and Activity/Recreation Spaces.
2. Submit to the Architect, for distribution to the Design Team, an Acoustical Design Report presenting initial acoustic considerations and guidelines for the Meeting Spaces, Study/Collaboration Spaces, and Activity/Recreation Spaces. Included will be:
 - + Acoustical finishes and room shaping to achieve the project's speech intelligibility criteria and aesthetic goals
 - + Sound isolation solutions including wall, floor/ceiling, door, and window constructions to achieve the desired level of sound isolation, speech privacy and impact isolation
 - + Envelope enhancements and options to control intrusive environmental noise entering these spaces
 - + Sketches of acoustic constructions and wall types
 - + Preliminary guidelines for mechanical system noise/vibration control that may impact these spaces

Design and Bidding (DD / CD)

1. Perform two (2) complete reviews of each of the project's building's drawings and specifications as they relate to the Meeting Spaces, Study/Collaboration Spaces, and Activity/Recreation Spaces. These reviews will occur at 95% Design Development and 75% Construction Documents. Review the implementation of acoustic finish materials, sound isolation solutions, envelope enhancements, and building system noise control solutions as described in the Acoustical Design Report.
2. Provide one (1) update to the Acoustical Design Report as part of the 95% Design Development review.
3. Perform one (1) analysis of mechanical system noise at 75% Construction Documents when the mechanical systems are substantially developed. Submit a review report with any acoustical recommendations.

4. Participate in two (2) web conferences with the Architect and/or Owner for the purpose of coordination and review as needed.

ANTICIPATED MEETING SCHEDULE

We anticipate a total of 31 meetings, currently allocated as follows:

Phase	Qty	Location	Discipline	Meeting Purpose
Pre-Design	1	Web Conference	All	Project Kickoff; Consultant Coordination meeting
Planning/SD	1	Site	Technology	Technology Workshop, user interviews to ascertain functional requirements; tour relevant facilities
Planning/SD	1	Web Conference	Acoustics	Meeting with Owner and Architect to ascertain functional requirements and acoustic criteria
Planning/SD	1	Web Conference	Technology	Review of the Technology Program
DD / CD Design	4	Web Conference	Technology	Technology Drawing coordination
DD / CD Design	4	Web Conference	Acoustics	Acoustic Design coordination
Audiovisual Systems Bid	1	Site	Audiovisual Technology	Audiovisual System Equipment Design Kick-Off/Technology Infrastructure Punch List
Audiovisual Systems Bid	2	Web Conference	Audiovisual	Review of system designs and specifications
Audiovisual Systems Bid	1	Web Conference	Audiovisual	Pre-Bid Meeting. Progress review of the Technology infrastructure
Construction Administration	1	Web Conference	Audiovisual	Review of Audiovisual Shop Drawings with the Audiovisual Contractor and Owner before approval
Construction Administration	1	Web Conference	Audiovisual	Review of Graphical User Interface designs and layouts for the Audiovisual Control System with the Audiovisual Contractor and Owner before approval
Construction Administration	1	Site	Technology	Final Technology System Punch Listing
Various	12	Web Conference	As needed	Project Coordination and Communication

SCOPE OF WORK ASSUMPTIONS

This scope of work makes the following assumptions:

- a) We will adhere to the Owner's standards and preferences as applicable.
- b) Site meetings will be conducted in accordance with local health and safety recommendations. Participation for certain participants may be conducted via a web conference.
- c) Schedule & Budget:
 - + We expect to receive relevant AutoCAD drawings or Revit models a minimum of ten working days before the due date of our initial deliverable and three working days before due dates of subsequent deliverables. Our infrastructure drawings will be submitted for incorporation into the final Construction Document set by the Architect or others.
 - + Construction Documents are scheduled for completion approximately in late 2022. Any significant extension of this project timetable that requires our continued involvement may result in a negotiated additional fee.
 - + We understand the Library and Senior Center will be designed simultaneously, as a single design effort, with a single set of Owner representatives, schedule, and process.
 - + Our Construction Administration services assume that construction will not be phased, with a single opening date planned.
 - + We anticipate the Structured Cabling Systems and Electronic Security Systems will bid with the base building and the Audiovisual Systems will bid separately during construction.
 - + If the project is placed on hold for longer than six months, we may request a remobilization fee upon the project's restart.
 - + Unless otherwise stated, our engagement concludes ten working days after issuance of our punch list report(s).
- d) Revit Deliverables:
 - + We anticipate delivering official drawing submissions on a total of seven occasions to include preliminary DD, final DD, preliminary CD, final CD progress set for coordination, CD final set for review, CD bid set and CD conformed set for construction, or similar milestones as determined by the Architect. Deliver drawings in PDF and Revit format. In addition, we anticipate updating the Revit model every two weeks during the Construction Document phase for team coordination purposes.
 - + If the Architect determines the project will use a cloud-based Revit collaboration tool (e.g., BIM 360 Team/Collaboration for Revit or "C4R"), we have this tool available, and we anticipate that the Architect will coordinate the project team BIM 360 requirements.
 - + Our Revit families are developed to a level of LOD 200, with select items to LOD 300, as defined in AIA E202 but are not of render quality. Expected contributions to the technology infrastructure drawings are items such as floor penetrations, floor boxes, technology junction boxes, security cameras, access card readers, emergency phones, conduits 2" diameter or larger, cable trays and baskets. Coordination of these infrastructure elements with technology components are shown in detail drawings and elevations where relevant.
 - + For the purposes of coordination with other trades and to facilitate clash detection by the Architect, our Revit input includes architecturally significant elements such as projectors, optical beam paths, projector lifts, flat panel displays, lecterns or presenter workstations, video camera sightlines and locations, large loudspeaker arrays, and equipment racks as needed.
 - + Items not illustrated in the Revit model include conduit below 2" diameter, mounting hardware, bracing, fire-stopping, cabling, and other items that do not influence the architecture or other Design Team contributions.

These items may be illustrated in detail drawings and elevations or addressed in the specifications as needed.

- ✦ Select elements may be represented in the Revit model during design to facilitate coordination with the Design Team but removed from the final construction documents to clarify the specialty technology contractors' scope.
- e) Audiovisual Systems:
 - ✦ Any planned audiovisual components will be specified in an independent bid package to be issued to qualified specialty contractors as a late bid package timed appropriately for the Building's opening.
- f) IT / Structured Cabling:
 - ✦ The Owner or others will specify and procure the active network electronics, such as voice/data routers and switches, PCs, servers, printers, copiers, Wi-Fi® antennae and management software, telephone system and telephone handsets. This is an available optional service.
 - ✦ We assume that cellular carrier reception in the Building will be adequate to support cellular phones and other mobile telephony devices. A Cellular Service Distributed Antenna System is excluded. This is an available optional service.
- g) Electronic Security Systems:
 - ✦ Electronic Security Systems design services include systems such as access control, intrusion detection, emergency telephones and video surveillance. Our services assume this system is an extension of the existing city standard system, with no dedicated monitoring/control room in the project.
 - ✦ It is assumed the owner and/or owner selected integrator will provide the infrastructure and equipment design and documentation including any required drawings and/or specifications for coordination with general contractor, electricians, and structured cabling installers.
 - ✦ It is assumed the owner and/or owner selected integrator will provide any construction administration services including RFI and submittal responses from the general contractor, electricians, and structured cabling installers.
- i) Acoustics Design and Consultation:
 - ✦ Our Acoustic service assumes the site is free from troublesome noise/vibration sources (such as railways, airports, major roadways and so on) and the project is not beholden to specific environmental noise criteria. Thus, acoustic measurement of existing noise levels on the site and analysis of environmental noise/vibration emitted by this project are excluded.
 - ✦ Our Acoustic service assumes detailed analysis of structural vibration will not be required.
 - ✦ If acoustic recommendations made during the design phases are not observed, any acoustic redesign/evaluation efforts may result in a request for additional fees and expenses.
 - ✦ Our Acoustic service process does not result in the development of specifications or official contract documents; design information and acoustic considerations are provided in reports for incorporation by the Architect or other design disciplines.
- j) "Maker Spaces" can potentially house a mix of tools and equipment such as mills, lathes, CNC, fabrication tools, electronics assembly & programming, modeling & prototyping, 3D printing, power tools, demonstration, and exhibition equipment. Our scope of work includes documenting the infrastructure requirements for these spaces but does not include the selection or specification of the specific tools and equipment listed above. If needed, audiovisual systems tools for the Maker Space are included.
- k) If required, a Registered Communications Distribution Designer (RCDD) will electronically stamp infrastructure drawings. If required, a Certified Technology Specialist – Design (CTS-D) will electronically stamp audiovisual

drawings. Each designation represents the highest level of certification available in the respective field. Stamping documents or drawings by an in-house Professional Engineer is an additional service.

- l) Submit all deliverables electronically. Our deliverables, which include drawings, specifications, reports, and other submittals are considered to be "Instruments of Service" as defined by the AIA (American Institute of Architects) contractual documents for use solely and exclusively for this project.
- m) All technology bid packages will be of sufficient detail to allow competitive bidding from qualified specialty contractors. The Owner or others will duplicate, distribute, award, and otherwise administrate all bids.
- n) During Construction Administration, we anticipate no more than two reviews per submittal type of Shop Drawings, product data, cut sheet packages, DSP signal flows, control system surfaces, test results and other documentation as submitted by the various Contractors.
- o) All reports, program documents and audiovisual specifications will be submitted in PDF format intended as stand-alone documents or attachments/appendices to documents prepared by the Architect, Owner, or others.
- p) Design revisions based on changes initiated by the Owner or Design Team out of sequence with proposed design phase activities or after submittal of 75% Construction Documents may result in additional coordination necessitating additional services and associated fees.
- q) This proposal includes modifying deliverables in accordance with requests from the Owner or Architect in the normal course of issuing the proposed project deliverables on a percent complete basis. This proposal does not include responding to significant Peer Review comments from a third-party Consultant, Contractor, or Owner's Representative.
- r) We exclude the following services from our base scope of work. Many of these design elements are available as additional services.
 - + Related to our Audiovisual Systems scope of work: Sound Masking, IPTV/TV head-end, Audio Video Content Development, AR/VR/XR Production and Playback Systems, Audiovisual Control System Software Development
 - + Related to our IT/Structured Cabling scope of work: Voice/Data System electronics, Data Center design, Cellular Distributed Antenna System (DAS), building-wide Li-Fi systems, building-wide PoE Lighting Systems, Telecommunications Transition plan, Master Clocks/Bell Systems, IPTV/TV head-end, Specialty Networks not on the Building LAN, CSI-format specifications.
 - + Related to our Electronic Security Systems scope of work: door hardware schedule review or creation, infrastructure design, CSI-format specifications, dedicated/staffed security monitoring center or room, Doors/Door Hardware, Area of Refuge, Gunshot Detection System, bidding and construction administration.
 - + Library-specific technologies such as Automatic Retrieval/Automatic Storage systems, RFID book/asset "checkout" systems, drive through window notification and material handling systems, digitization stations, specialized databases, library administrative software and so on.
 - + Related systems and elements: Cellular or First Responder Distributed Antenna Systems, Specialty Lighting, Architectural Lighting, Dimming, Window Treatments, Emergency Notification, Fire Alarm, Life Safety systems, Intelligent Building / IoT systems
 - + General: Technical Millwork construction details, creation of full "cut-sheet" packages, processing of vendor payment applications, cable ID/labeling on drawings, record drawings or as-built drawings, code compliance, demolition plans, swing space, pilot test spaces, tours of off-site facilities, PE/AIA stamping, LEED certification information, post-occupancy services
- s) If additional services are required, we will offer those services under a separate fixed fee proposal, or on a time and materials basis, based on rates current at the time of the assignment.
- t) We reserve the right to withdraw this proposal after 90 days.

Optional Services

The following services are listed for consideration. We welcome the opportunity to discuss each element as appropriate.

- ✦ AV Control System Software Development / Asset Management Portal
- ✦ AV System Tuning / Optimization / Commissioning
- ✦ AR/VR/XR Production and Playback Systems
- ✦ Predictive Heat Map (to optimize wireless network design)
- ✦ Voice/Data System Electronics / Distributed Antenna System (DAS) Design

FEES AND EXPENSES

	Audiovisual Systems	Structured Cabling Systems	Electronic Security Systems	Acoustics	SUBTOTALS
Planning/Schematic Design	\$ 7,200	\$4,300	\$2,100	\$1,900	\$15,500
Infrastructure Design (DD/CD)	\$36,450	\$ 19,950	\$0	\$10,300	\$66,700
Construction Administration	\$ 11,400	\$4,250	\$0	\$0	\$15,650
SUBTOTALS:	\$55,050	\$28,500	\$2,100	\$12,200	\$97,850
Estimated Expenses					\$7,800
TOTAL:					\$105,950
Optional Service: Electronic Security Systems DD through CA			\$15,750		\$15,750

The two buildings are proposed as a single project, assuming the efficiencies and benefits of a single programming, design, and construction administration effort. However, if the two buildings are planned as two separate projects, the above fees do not apply.

The scope of work and fees are proposed as a complete project. Costs are broken out above for convenience and administrative purposes only. If a subset of the disciplines or phases are accepted, the above fees may require a negotiated adjustment.

If this is acceptable, please have an officer of the firm sign and date this proposal or submit an AIA contract or similar contract instrument with this document as an attachment to Tech@NV5.com

If you wish to discuss this further, please contact me at Mary Cook at 404.419.1889 or Mary.Cook@NV5.com.

Thank you for your consideration, Jeff. We look forward to a highly successful project together.

Sincerely,

The Sextant Group Inc. dba NV5



John A. Cook
Vice President

Accepted by:

Print name

Date

STATEMENT OF IMPARTIALITY: The Sextant Group Inc. dba NV5 is an independent consulting firm and as such does not derive revenue from any representation, manufacture, sale, or installation of any product, and has no ongoing affiliation with any entity that sells or installs Audiovisual, Structured Cabling, IT, Telecom, Security, Lighting, or Acoustical products, or related systems or services.

EXHIBIT C

PGAL, INC.
HOURLY RATE SCHEDULE

DISCIPLINE	RATE
DIRECTOR	\$290.00
PRINCIPAL	\$250.00
PROJECT MANAGER VI	\$245.00
PROJECT MANAGER V	\$225.00
PROJECT MANAGER IV	\$215.00
PROJECT MANAGER III	\$205.00
PROJECT MANAGER II	\$190.00
PROJECT MANAGER I	\$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	\$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	\$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$90.00
BIM MANAGER IV	\$165.00
BIM MANAGER III	\$150.00
BIM MANAGER II	\$130.00
BIM MANAGER I	\$110.00
ENGINEER IN TRAINING III	\$135.00
ENGINEER IN TRAINING II	\$115.00
ENGINEER IN TRAINING I	\$105.00
CONSTRUCTION ADMINISTRATOR IV	\$240.00
CONSTRUCTION ADMINISTRATOR III	\$225.00
CONSTRUCTION ADMINISTRATOR II	\$200.00
CONSTRUCTION ADMINISTRATOR I	\$190.00
CONSTRUCTION INSPECTOR	\$170.00
PROJECT ADMINISTRATOR IV	\$140.00
PROJECT ADMINISTRATOR III	\$130.00
PROJECT ADMINISTRATOR II	\$110.00
PROJECT ADMINISTRATOR I	\$90.00
ADMINISTRATOR III	\$80.00
ADMINISTRATOR II	\$70.00
ADMINISTRATOR I	\$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN
EFFECT UNTIL DECEMBER 2021.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

Additions and Deletions Report for

AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:28:04 ET on 08/29/2021.

PAGE 1

AGREEMENT made as of the Seventh day of September in the year Two Thousand Twenty-One

...

City of Saginaw
333 West McLeroy Boulevard
Saginaw, TX 76179

...

PGAL, Inc.
14135 Midway Rd., Suite G-200
Addison, TX 75001

...

Saginaw Public Library + Senior Citizens Center

...

Undetermined
PAGE 2

The project scope is a public library and senior citizens center with associated site work including parking, a possible plaza and other amenities, collocated on one site.

The total Project Budget is set at \$25,900,000 (\$18,700,000 for the library and \$7,200,000 for the senior citizens center).

The City has adopted the 2018 ICC Codes, including the International Building Code (IBC), International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and International Fire Code, in addition to the 2018 National Electrical Code.

The City intends to employ a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

PAGE 3

The 5.3-acre site is located at the north side of West McLeroy Boulevard, diagonally across the street from the existing City Hall. The current scope is to provide two separate facilities, possible connected by a breezeway or

similar feature. The library is anticipated to be two-stories and approximately 30,000 square feet. The senior citizens center will be a single-story and approximately 10,000 square feet.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The budget for the Cost of the Work for the library is approximately \$12,875,000, plus an FFE budget of \$1,050,000 and an IT/Data/AV/Security budget of \$750,000.

The budget for the Cost of the Work for the senior center is \$5,000,000, plus an FFE budget of \$300,000 and an IT/Data/AV/Security budget of \$200,000.

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234 2019 is

incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None.

...

Lee Howell
Chief of Police
City of Saginaw
505 West McLeroy Boulevard
Saginaw, TX 76179

PAGE 4

Phone: 817-232-0311

...

Lee Howell
Chief of Police
City of Saginaw
505 West McLeroy Boulevard
Saginaw, TX 76179
howell@saginawpolice.org

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1— Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2— Land Surveyor:

.3— Geotechnical Engineer:

~~.4 Civil Engineer:~~

~~.5 Other consultants and contractors:~~

~~(List any other consultants and contractors retained by the Owner.)~~

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Geotechnical Engineer:

Owner' vendor, anticipated to be CMJ Engineering.

.3 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing / inspections during construction.
- 2018 International Energy Conservation Code. Section C408 required building commissioning. MEP Systems to be commissioned include:
 - o Lighting controls and daylighting controls.
 - o Plumbing service hot water systems.
 - o HVAC system components, if the IECC 2018 threshold for requiring commissioning is met.
- Site environmental surveys, assessments and remediation.
- Equipment selection, procurement and installation for computer, telephone and UPS systems.

...

Jeff D. Bulla, AIA, LEED AP
Principal
PGAL, Inc.
14135 Midway Rd., Suite G-200
Dallas, TX 75001

JQ Engineering
100 Glass Street
Dallas, TX 75207
Contact: John Hoenig, PE, Partner

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

...

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under Supplemental Services: ~~Additional Services:~~

- .1 Civil Engineer:
Teague Nall & Perkins (TNP)
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
Contact: Michael Wilson, PE, Associate Principal
- .2 Landscape Architects
Teague Nall & Perkins (TNP)
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
Contact: Bill Smith, RLA, Director of Landscape Architecture
- .3 Library Programming Specialist
720 Design
9003 Oakpath Lane
Dallas, Texas 75243
Contact: Maureen Arndt, Principal
- .4 AV, IT, Security & Acoustics Consultant
NV5 Engineering & Technology
2650 18th Street, Suite 202
Denver CO 80211
Contact: Mary Cook, Senior Consultant

...

Scope of Basic Services

Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:

- Interior design, including all interior finishes and lighting, along with generic shelving and furniture plans to assist with locating electrical and communication outlets.
- Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
- Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design. Cold-formed framing shall be a performance specification.

PAGE 7

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Five Million Dollars (\$ 5,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and (\$) in Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to reasonably rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, ~~(2) Documents,~~ (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions~~ Architect shall consult with Owner on matters relating to aesthetic effect and Owner's decision shall be final if consistent with the intent expressed in the Contract Documents.

...

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction~~

Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.6.2 The Architect's inspections Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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Supplemental/Additional Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Included in Basic Services</u>
§ 4.1.1.2 Discovery and Programming	<u>Architect</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Included in Basic Services</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>CM At Risk</u>
§ 4.1.1.9 Civil engineering	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.10 Landscape design	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.11 Architectural interior design	<u>Included in Basic Services</u>
§ 4.1.1.12 Value analysis	<u>CM At Risk</u>
§ 4.1.1.13 Cost estimating	<u>CM At Risk</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>CM At Risk</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22 Telecommunications/data design	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.23 Security evaluation and planning	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.24 Commissioning	<u>Owner (Or Architect Optional Service)</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.28 Signage and graphics design	<u>Included in Basic Services</u>
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Audio-Visual systems design	<u>Architect – Section 4.1.2.1</u>
§ 4.1.1.29 Other Supplemental Services § 4.1.1.30 Acoustical consulting	<u>Architect – Section 4.1.2.1</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2 Description of Additional and Optional Services

§ 4.1.2.1A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Scope of Additional Services:

The Architect will provide the following Additional Services as required to complete the project.

- Discovery, Programming and Conceptual Design:
 - Program information gathering and analysis
 - Staff questionnaire
 - Kick-off Meeting
 - Stakeholder interviews as needed
 - Community Input Meetings, (0) for library and (1) for senior citizens' center
 - Programming Development Meetings (2 each facility)
 - Site Design Charrette
 - Adjacency Design Charrette for library
 - FFE Test Fit Meeting
 - Issuance of Room Data Worksheets to staff for each facility
 - Coordinate with Technology Programming
 - Draft and final program reports
- Civil Engineering and Landscape Architecture consulting will be provided in accordance with the attached Teague Nall Perkins Professional Services Proposal, dated August 25, 2021.
- Audio-Visual Systems, IT/Telecom, Security and Acoustics consulting will be provided in accordance with attached NV5 Professional Services Proposal, dated August 24, 2021.
- FF&E Design & Procurement Assistance – The Architect and Interior Designer will provide the following services for the design and procurement of the furniture and shelving:
 - Refine selected furniture layout.
 - Provide chair and fabric samples for owner selection.
 - Furniture showroom tours for office/workroom furniture.
 - Provide furniture and equipment specification and schedules for bidding and/or state contract purchasing.
 - Power/data/technology coordination
 - Provide drawings and specifications for custom end panels
 - Provide bid documents, answer questions and review bid and contract proposals
 - Review shop drawings and answer questions during CA.
 - Provide thematic design services for teen and/or children's areas.
 - Coordinate installation schedule of furniture with general contractor and vendors.
 - Participate in (2) punch list for FFE.
 - Furniture specifications divided into appropriate bid/government contract schedules and coordinated with FFE specialist.
 - Deliverables
 - Furniture floor plans
 - Specification binder
 - Binder with fabric and finish selections
 - Cost estimates by area and schedule
 - Bid documents and/or proposals

Optional Design Services:

The following services may be included upon Owner's authorization:

- Discovery Tours with stakeholders of pertinent projects. This will include the Architect's design team and Library Consultant.
- IECC Minimum Commissioning: Optional service, if allowed by local Authorities Having Jurisdiction, for MEP Consulting Engineers to provide basic commissioning services to comply with the requirements of the 2018 International Energy Conservation Code. Exclusion: Third party energy code inspection.
- Design of structurally supported first floor slab if required by the geotechnical report.

- Electronic Security Systems Design for the DD/CD/CA phases so this may be bid. The basic services include programming and schematic design for this scope, but assumes a City-provided vendor will provide design-build services to complete this work.
- Cultural Resources Survey if required by the Texas Historic Commission. Refer to Exhibit A – TNP Proposal.

Exclusions from Architect's Services:

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Any services excluded in the attached consultant Exhibits A or B
- Off-site engineering.
- Planning and Zoning Submissions and process for re-zoning or SUP / PD.
- ALTA Surveys.
- TxDOT coordination / permitting (not anticipated to be required for this site).
- Separate instrument exhibits for utility and other on-site easements.
- Storm Water Pollution Prevention Plan. (to be provided by Contractor)
- Storm Water Quality Management Plan / Design (including bio-swale and other filtration systems).
- Subsurface utility engineering (SUE).
- Traffic analysis and/or traffic signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high. (such walls are not anticipated to be needed).
- Leadership in Energy and Environmental Design (LEED) design, registration, and certification.
- Coordination with a public Art program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews.
- Food service / commercial kitchen consulting and design services.
- Fountain or water feature design.
- Distributed Antenna System (DAS) Design
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, virtual reality, animations, etc. beyond PGAL's typical renderings produced in-house.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and public presentation specifically authorized as additional services.

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Supplemental Services Provided by Owner:

- CMAA Selection: The Owner will write the CMAA selection Request for Proposals (RFP) and conduct the CMAA selection process. PGAL will, at Owner's request, participate in the evaluation process as part of basic services in an advisory role which may include attending (1) CMAA proposal evaluation meeting and interviews of short listed proposers on (1) day.
- Commissioning: Unless authorized as an additional service, Owner will provide commissioning as may be required by the 2018 International Energy Conservation Code.
- Geotechnical, Plat, Survey, and adjacent property development coordination: Except where authorized as an additional service, all Services necessary for completion of the project shall be provided by Owner through separate vendors.

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- .1 (→)Two(2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 (→)Two (2) times monthly visits to the site by the Architect during construction
- .3 (→)One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (→)One(1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.

§ 4.2.5 If the services covered by this Agreement have not been completed within (~~Thirty~~(30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations ~~6.4.Evaluations~~ of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to reasonably rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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[] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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§ 10.1 ~~This~~ The Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including such amendments attached hereto, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the above, Architect understands that Owner is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Owner shall give Architect prompt written notice of such request, Architect shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Owner will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Architect to timely respond to the notice provided by Owner may result in the disclosure of the requested information pursuant to the Act.

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§ 10.10 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 10.11 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof or of the Contract Documents, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 10.12 The Architect may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Architect from engaging subcontractors to perform various phases of the Project, but Architect shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors.

§ 10.13 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 10.14 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents.

§ 10.15 This Agreement and the Architect are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 10.18 Notwithstanding any other provisions herein, the parties acknowledge that the Architect, as the Owner's representative, works on behalf of the Owner and in the best interests of the Owner on the Project.

§ 10.19 By approving the design documents, the Owner does not waive any claim against the Architect for any design defect reflected in the Contract Documents or the Architect's Instruments of Service. Architect acknowledges that the Owner is not a design professional, is not responsible for any design defects, and relies upon the professional judgment of the Architect as to the design.

§ 10.20 Notwithstanding any other provisions herein, the Architect is required to conduct regular visits to the construction site as defined in article 1.1.13 and article 3.6 to observe the site to evaluate and determine whether the Contractor's work is on track with the Project schedule and calendar and to determine for the Owner's benefit, that the work is proceeding in substantial accordance with the intent and the schedule set out in the Contract Documents. The Architect and/or the Architect's consulting engineer(s) shall visit the site prior to all critical stages, such as concrete pours, steps contributory to the integrity of the structures, and covering interior work, such as plumbing, wiring, and mechanical systems. The number of site visits included in basic services shall be as defined in Article 1.1.13. Additional site visits may be provided as requested by Owner at hourly rates or as a negotiated additional service. The Architect shall provide the Owner with written notice whenever the Architect determines that the Contractor is falling behind the Project schedule or that the work is not in conformity with the Contract Documents.

§ 10.21 Where the Work does not conform to the Contract Documents or the Architect's Instruments of Service, the Architect is required to promptly notify the Owner in writing of the Architect's intention to reject the Work unless the Owner excuses the Work in writing within 24 hours of being notified.

§ 10.22 The Architect, rather than the Owner, has the primary responsibility to interpret and evaluate matters relating to the performance of the Contractor in the construction process.

§ 10.23 Notwithstanding any other provisions herein, the Architect shall review the Contractor's applications for payment and shall certify, to the best of the Architect's knowledge, information, and belief, that the amounts claimed to be due are valid and correct. Such certification constitutes a representation by the Architect to the Owner, based on the Architect's observations at the site, that the Work has progressed to the point indicated by the Contractor and that the quality of the work is in substantial accordance with the Contract Documents.

§ 10.24 Notwithstanding any other provisions herein, Owner's City Council is the only representative of Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's City Council may designate one or more representatives with authority to sign documents after City Council approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

§ 10.25 It is distinctly agreed that by virtue of this Agreement, that the Architect and the Architect's consultants shall not ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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\$1,519,375

...

The above fees are based on a \$17,875,000 construction contract (GMP) amount. Should the Owner's final approved GMP exceed the \$17,875,000, the Architect's basic services fee shall be increased by an amount commensurate with the additional scope and budget that was added to the design contract, not to exceed 8.50% of the difference between the original budget and the approved GMP amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

§ 11.2 For the Architect's Supplemental, Additional and Optional Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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<u>Additional Services</u>	<u>Subtotal</u>
Discovery, Programming and Conceptual Design	\$93,850
Civil Engineering and Landscape Architecture	\$127,000
Technology & Acoustical Consulting	\$97,850
FF&E Design & Procurement Assistance	\$108,000
<u>Total Additional Services Fees</u>	<u>\$426,700</u>
 <u>Optional Design Services</u>	 <u>Subtotal</u>
Discovery Tours by Architect's Design Team (3 persons)	\$4,080
Discovery Tours to include Library Consultant	\$1,680
IECC Req'd Basic Commissioning	\$20,000
Design of structurally supported first floor slab	\$9,000
Electronic Security Systems Design - DD/CD/CA phases	\$15,750
Cultural Resources Survey	\$5,000
<u>Total Optional Fees</u>	<u>\$55,510</u>
 Reimbursable Expenses Allowance (per Article 11.8)	 \$30,000

...

As negotiated lump sum fee, or hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~—~~%), Ten percent (10%), or as follows:

...

Schematic Design Phase		percent (	%)
Schematic Design Phase	Twenty	percent (	20 %)
Design Development Phase	Twenty	percent (	20 %)
Construction Documents	Thirty-Five	percent (	35 %)

Bidding and Negotiation	Five	percent (	5	%)
Construction Administration	Twenty	percent (	20	%)
Construction Documents Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	~~one~~ One hundred	percent (	100	%)

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Exhibit C - PGAL Hourly Rate Schedule 2021

Employee or Category

Rate (\$0.00)

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~%) of zero percent (0%) of the expenses incurred.

...

Not Applicable.

...

§ 11.10.1.1 An initial payment of (\$ ~~—~~ zero (\$0)) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ~~—~~ zero (\$0)) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~ thirty (30)) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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%—Prevailing rate%

...

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)

P.O. Box 12337

Austin, Texas 78711

512.305.9000

...

- 2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following: Exhibits:
(Insert the date of the E203-2013 incorporated into this agreement.)

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below: Exhibit A - Teague Nall Perkins Professional Services Proposal for Civil Engineering and Landscape Architecture, dated August 25, 2021.
(Insert the date of the E234-2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.) Exhibit B - NV5 Professional Services Proposal for AV, IT/Telecom, Security and Acoustics, dated August 24, 2021.

Exhibit C - PGAL Hourly Rate Schedule 2021

- 4 3 Other documents:

...

Agreed Amendments to AIA Document A201-2017 - General Conditions of the Contract for Construction.

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OWNER (Signature) OWNER (Signature)

City of Saginaw

ARCHITECT (Signature)

Jeff D. Bulla, AIA, Principal
PGAL, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeff D. Bulla, AIA, LEED AP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:28:04 ET on 08/29/2021 under Order No. 9961241162 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

JEFF D BULLA

(Title)

PRINCIPAL

(Dated)

8/29/2021

**City of Saginaw, Texas
Amendments to AIA Document
A201-2017 Edition
(General Conditions of the Contract for Construction)**

Owner: City of Saginaw, Texas

Project: Saginaw Public Library + Senior Citizen Center

These Amendments to the standard form AIA Document A201-2017 are incorporated into the Agreement between PGAL, Inc. (“Architect”) and the CITY OF SAGINAW, TEXAS (“City” or “Owner”), dated September 7, 2021. The following amendments modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017 applicable to the Project.

§1.1.2 The Contract Add the following after the second sentence:

“As a material consideration for the making of the Contract Documents, modification to this Contract shall not be construed against the maker of said modifications.”

§1.2 Correlation and Intent of the Contract Documents Add new Sections 1.2.4 and 1.2.5 to read as follows:

“§1.2.4 In case of discrepancy between two or more drawings (Architectural, Structural, Mechanical, etc.) or drawings and specifications, the Architect shall be the sole judge as to which takes precedence, but in any case it shall be assumed that bids are based on the most expensive procedure shown.”

§1.2.5 Dimensions found in error should be submitted to the Architect for resolution before proceeding with the Work.

§1.5.2 Add the following at the end of the Section 1.5.2:

“Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner’s Scope of the Work.”

§1.9 Add the following new section:

“§1.9 Property of Political Subdivision It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.”

§2.1.1 Delete the remainder of §2.1.1 after the first sentence, and replace it with the following:

“The Owner shall designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the service or Work of the Contractor.”

§2.1.2 Delete this section in its entirety.

§2.2 Evidence of the Owner’s Financial Arrangements Delete this section in its entirety.

§2.3.4 Delete this section and replace it with the following:

“**§2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Owner does not guarantee the accuracy of the survey as describing the site of the Project and Contractor should determine the sufficiency of same before beginning the work. The Owner does not guarantee the utility lines to be in the exact locations as shown on plans and surveys. Contractor shall verify with the utilities the location of utility lines. Any water, gas or sewer line, telephone, telegraph or electric wire, or cable broken or cut which had been previously identified and known by the Contractor or any of his workmen or subcontractors, shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the cut or break of a previously identified line shall be solely attributed to the Contractor.”

§2.3.5 Add the following language at the end of the section:

“Absent such written request, any Claim based upon lack of such information or service shall be waived.”

§3.1.4 Add a new section to read as follows:

“**§3.1.4** The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations

under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly authorized powers.”

§3.3.4 Add a new section to read as follows:

“§3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.”

§3.4 Labor and Materials Add new Sections 3.4.4 and 3.4.5 to read as follows:

“§3.4.4 Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. No claims for additional compensation shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein.

§3.4.5 The Owner reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor’s Subcontractors, and of Sub-Subcontractors.”

§3.5 Warranty Add new Sections 3.5.3 and 3.5.4 to read as follows:

“§3.5.3 Except where otherwise stipulated in the Contract Documents, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under this Contract for a period of one (1) year after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time.

§3.5.4 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer’s or supplier’s approved forms at the time of Substantial Completion.”

§3.6 Taxes Add a new section to read as follows:

“§3.6.1 This Project is eligible for exemption from the State Sales Tax on materials incorporated in the Project, provided that Contractor fulfills the requirements of State Tax Laws. For the purpose of establishing exemption, it is understood and agreed that Contractor will be required to segregate materials and labor costs at the time a Contract is awarded, and will accept an exemption certificate from the Owner. The Contractor shall pay any taxes otherwise assessed because of the Contractor’s failure to comply with the requirements of State Law to qualify for that tax exemption.”

§3.12.10.1 In the second sentence add the word “reasonably” before the word “rely”.

§3.12.11 Add a new section to read as follows:

“§3.12.11 The Architect’s review of the Contractor’s submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.”

§3.16 Access to Work Add the following to the end of Section 3.16:

“The Contractor shall ensure that the Work, at all times, is performed in a manner that affords the Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. The Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy. The presence of the Owner, the Architect or their representatives does not constitute acceptance or approval of the Work.”

§3.17 Royalties, Patents and Copyrights Delete the last sentence and replace it with the following:

“However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or patent, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.”

§4.2.2.1 Add a new section to read as follows:

“§4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.”

§4.2.13 Delete existing section and replace it with the following:

“§4.2.13 The Owner’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect’s authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.”

§§5.3.1 and 5.3.2 Add the following new Sections 5.3.1 and 5.3.2:

“§5.3.1 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

§5.3.2 In the event of any termination of the Contract in accordance with Article 14, Owner shall not be liable to any subcontractor. Contractor shall be responsible for any claim of a subcontractor for Work executed under the Contract.”

§5.4.4 Add a new Section 5.4.4 as follows:

“§5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner’s written notice of acceptance.”

§7.4 Minor Changes in the Work In both the third and fourth sentences, add the words “and the Owner” after the word “Architect”.

§9.5.5 Add a new Section 9.5.5 to read as follows:

“§9.5.5 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Owner may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damage. The Owner shall not be deemed in default by reason of withholding such payment.”

§9.6.7 Delete this section in its entirety and replace with the following language:

“**§9.6.7** Payments received by the Contractor for Work properly performed by Subcontractors or materials properly provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed the Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.”

§9.6.8 Delete the phrase “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” from the beginning of this section.

§9.7.1 Add a new Section 9.7.1 to read as follows:

“**§9.7.1** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to the Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner’s sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to the Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.”

§9.8.3.1 Add a new Section 9.8.3.1 to read as follows:

“**§9.8.3.1** The Architect will perform no more than **one (1)** inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.”

§9.8.5.1 Add a new Section 9.8.5.1 to read as follows:

“**§9.8.5.1** The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.”

§9.8.6 Add a new Section 9.8.6 to read as follows:

“**§9.8.6** Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Owner may withhold any further payment to Contractor

to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.”

§9.10.1.1 Add a new Section 9.10.1.1 to read as follows:

“**§9.10.1.1** The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.”

§9.10.4 Delete this section in its entirety and replace it with the following language:

“**§9.10.4** The making of final payment shall not constitute a wavier of any Claims by the Owner.”

§9.11 Add a new Section 9.11 to read as follows:

“**§9.11** The time of completion is the essence of this Contract. Should the Contractor fail to reach Substantial Completion of the Project within the time required by the Contract Documents, plus any additional time allowed by the Owner, Contractor shall pay, or there shall be deducted from any amounts due and owing to Contractor, liquidated damages for each day that any Work shall remain uncompleted after the time for Substantial Completion of the Project, plus any additional time allowed by the Owner. The liquidated damages sum shall be \$ 500 per day. The liquidated damage sum for such delay, failure or non-completion is fixed and agreed upon between Owner and Contractor as the most reasonable estimate of Owner's actual damages because of the impracticability and extreme difficulty of fixing and ascertaining the Owner's true actual damages.”

§11.1 Contractor's Insurance and Bonds Add new Sections 11.1.5, 11.1.6 and 11.1.7 to read as follows:

“**§11.1.5** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor for administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.1.6 The Contractors' failure to comply with any of these provision is a breach of contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§11.1.7 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, or volunteers.”

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance Delete this section in its entirety and replace with the following:

“§11.4 Contractor’s Bonds

§11.4.1 With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner, the surety bonds specified in this Section. Without exception, the Owner's bond forms must be used, and exclusive venue for any lawsuit in connection with the bonds shall be Tarrant County. The surety bonds shall be in accordance with the provisions of Chapter 2253, Government Code, Vernon's Texas Codes Annotated. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract Sum with or without notice to the surety, but in no event shall a change which reduces the Contract Sum reduce the penal amount of such bonds.

§11.4.2 The Contractor shall provide a good and sufficient performance bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions, for the protection of the Owner. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the Owner or such lesser or greater period as may be designated in the Contract Documents.

§11.4.3 The Contractor shall provide a good and sufficient payment bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the execution of the Work provided for in this Contract and for the use of each claimant.

§11.4.4 No sureties shall be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Contractor and surety. Each surety shall designate an agent resident in the Owner's jurisdictional area acceptable to the Owner to

whom any requisite notices may be delivered and on whom service of process may be obtained in matters arising out of the suretyship.

§11.4.5 If at any time the Owner determines that the Contractor's surety has experienced financial losses such that the Owner's ability to enforce the bond obligations is substantially at risk, the Contractor shall within thirty (30) days after notice from the Owner to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor without recourse to the Owner. No further progress payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the Owner; however, in such event, final payment shall be due and payable as provided in this Contract whether or not such additional bonds are obtained, to the extent that the project is complete and the Owner is not exposed to liability for payment bond claims."

§12.2.2 Add a new Section 12.2.2.4 to read as follows:

"**§12.2.2.4** Upon request by the Owner or prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance."

§13.5 Interest Delete this section in its entirety and replace with the following:

"**§13.5 Interest** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code."

§13.6 Add a new Section 13.6 to read as follows:

"**§13.6 Equal Opportunity**

§13.6.1 The Contractor shall maintain policies of employment as follows:

§13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

§13.7 Add a new Section 13.7 to read as follows:

“§13.7 Immunities Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.”

§14.1.3 Delete the phrase “as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination” at the end of Section 14.1.3, and replace it with the phrase “through the date of termination.”.

§14.2.1 Add the following subsections to Section §14.2.1:

“.5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor’s ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner’s ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.”

§14.3.2 Delete “shall” and replace it with “may” after the words “Contract Time”.

§14.4.1 Delete this section in its entirety and replace with the following:

“14.4.1 The Owner may, at any time, terminate the Contract, or any part or portion thereof, for the Owner’s convenience and without cause.”

§14.4.3 Delete this section in its entirety and replace with the following:

“§14.4.3 In the case of such termination for the Owner’s convenience, the Contractor shall only be entitled to receive payment for work properly executed through the date of termination.”

§14.4.4 Add a new Section 14.4.4 to read as follows:

“§14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner’s convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work executed on the alternate component, if any, through the date of termination.”

§5.1.2 Time Limits on Claims Delete this section in its entirety.

§15.1.6 Claims for Additional Time Add new Sections 15.1.6.3, 15.1.6.4, and 15.1.6.5 to read as follows:

“**§15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§15.1.6.4 Extension of time for completion of the work on account of weather or other circumstances beyond the Contractor’s control will be subject to submission of verifiable data. Request for extension of time shall be submitted in writing with each Request for Payment. If the Contractor fails to submit a timely request, time extension will not be approved for the pay period.

§15.1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of the Contractor or the Contractor’s Subcontractors or under the Contractor’s control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of the Owner and/or under the Owner’s control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. City Council approval shall be required for any extension of time. No damages shall be paid for delays. The Contractor shall only be entitled to time extensions per the terms of the Contract Documents.”

§15.3.3 Delete this section in its entirety.

§15.4 Arbitration Delete this section in its entirety.

EXECUTED this _____ day of _____, 2021.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the written contract requires:**
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

General Liability Extension Endorsement

3. This Paragraph **J.** also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
- c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;
2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor
3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE





General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Designated Construction or Service Projects:
EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU.

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

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
- A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
- that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
- A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single designated project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,
- will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will



**General Aggregate Limit - Designated Projects Endorsement**

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



General Liability Extension Endorsement

not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

TRANSPORTATION INSURANCE COMPANY

Insured Name: PIERCE GOODWIN ALEXANDER & LINVILLE INC

Policy No: 6043241375

Endorsement No: 34

Effective Date: 08/12/2021



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PIERCE GOODWIN ALEXANDER & LINVILLE INC

Endorsement Effective Date: 08/12/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

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.

Form No: CA 20 48 10 13

Endorsement Effective Date: 08/12/2021

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6043241330

Policy Effective Date: 08/12/2021

Policy Page: 38 of 46



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date: 08/12/2021

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6043241330

Policy Effective Date: 08/12/2021

Policy Page: 40 of 46



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PIERCE GOODWIN ALEXANDER & LINVILLE INC

Endorsement Effective Date: 08/12/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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.

Form No: CA 04 44 10 13

Endorsement Effective Date: 08/12/2021

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6043241330

Policy Effective Date: 08/12/2021

Policy Page: 35 of 46



NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE	
1. Number of days advance notice:	
10 Days if we cancel for non-payment of premium.	
10 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.	
2. Person or Organization's Name and Address	
Name:	PER SCHEDULE MAINTAINED ON FILE
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)
Endorsement Effective Date: 08/12/2021
Endorsement No: 8; Page: 1 of 1
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6043241330
Policy Effective Date: 08/12/2021
Policy Page: 41 of 46



Workers Compensation And Employers Liability Insurance Policy Endorsement

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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date: 08/12/2021

Endorsement No: 6; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 6 43241344

Policy Effective Date: 08/12/2021

Policy Page: 92 of 143



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)
Endorsement Effective Date: 08/12/2021
Endorsement No: 2; Page: 1 of 1
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 43241358
Policy Effective Date: 08/12/2021
Policy Page: 33 of 48



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. suit; or



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Page 1 of 2
TRANSPORTATION INSURANCE COMPANY
Insured Name: PIERCE GOODWIN ALEXANDER & LINVILLE INC

Policy No:
Endorsement No: 17
Effective Date: 08/12/2021

2. The each **Claim** limit shown in Item 3A of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** arising out of any single **Claim**. Two or more **Claims** considered a single **Claim** shall collectively be subject to the each **Claim** limit of liability shown in Item 3A of the Declarations.
3. The each **Claim** limit is the most we will pay for the sum of all **Damages** and **Claim Expenses** arising out of any single **Claim** regardless of how many Insuring Agreements may apply to such **Claim**.
4. The **Policy Year** Aggregate limit shown in Item 3B of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** for all **Claims** made and reported during each **Policy Year**.
5. The payment of **Damages** and **Claim Expenses** will reduce the each **Claim** limit.

F. Deductible

You must pay the Deductible for **Claim Expenses** and **Damages** covered by this Policy before we are obligated to make any payment under the each **Claim** limit. The Deductible must be paid from your own account, and payments by other parties or insurers on your behalf shall not satisfy the Deductible. We have the right to determine the reasonableness of **Claim Expenses** that qualify to satisfy the Deductible. The Deductible for each **Claim** is set forth in Item 4A of the Declarations. The **Policy Year** Aggregate Deductible shown in Item 4B of the Declarations is the most the Named **Insured** must pay as a Deductible for the sum of all **Claims** made and reported during each **Policy Year**.

G. Deductible Credits

1. **Mediation Credit:** Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$15,000 if you agree with our decision to use **Mediation** and the **Claim** is fully and finally resolved by such **Mediation**.
2. **Risk Management Credit:** Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$25,000 if prior to the report date of a **Claim**, there is a signed, written and enforceable agreement for the **Professional Services** involved in the **Claim**, and it includes a clause limiting your liability to \$250,000 or less.
3. **First Claim Deductible Credit:** If the first **Claim** you ever report to us is made against you:
 - a. Greater than 24 months after the **Knowledge Date** shown on the Policy Declarations, then your Deductible obligation for that **Claim** may be reduced by 25%, subject to a maximum reduction of \$40,000; or
 - b. Greater than 36 months after the **Knowledge Date** shown on the Policy Declarations, then your Deductible obligation for that **Claim** may be reduced by 50%, subject to a maximum reduction of \$40,000.

If more than one Deductible Credit applies, your Deductible obligation will be reduced by 50%, subject to a maximum reduction of \$50,000.

H. Notice of Cancellation and Nonrenewal

This Policy may be canceled by the Named **Insured** identified in the Declarations, by surrender of the Policy to us or our authorized representative or by giving us written notice stating when, thereafter, such cancellation shall be effective. We will not cancel this Policy except for nonpayment of premium, fraud or material misrepresentation in procuring this insurance or in relation to any **Claim**, or changes in law affecting this Policy. If we cancel this Policy, we will mail or deliver to the first Named **Insured**, on behalf of all **Insureds**, written notice of cancellation. We will provide you at least ten (10) days-notice before the effective date of cancellation if we cancel for nonpayment of premium. If we cancel for any other reason, we will provide at least sixty (60) days-notice before the effective date of cancellation.

If this Policy is canceled, we will send the first Named **Insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this Policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

J. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization. You must do everything reasonably necessary to secure such rights and must do nothing after a **Claim** is made to jeopardize them. We hereby waive our subrogation rights against a client of yours to the extent that you had, prior to a **Claim** or **Circumstance**, entered into a written agreement to waive such rights. Any recovery shall first be paid to us up to the extent of any **Damages** or **Claim Expenses** paid by us and the balance shall be paid to you.

K. First Named **Insured** as Sole Agent

The first Named **Insured** in Item 1 of the Declarations will be the sole agent and will act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsements, notices or provisions of this Policy, giving or receiving notice of cancellation or nonrenewal, the payment of any Deductibles, and to exercise the rights provided in Section Q Extended Reporting Period Option.

L. Alteration and Assignment

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Jaye Reinertsen PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: Jaye Reinertsen@usi.com														
INSURED Pierce Goodwin Alexander & Linville Inc PGAL, Inc.; PGAL, LLC 3131 Briarpark Drive, Suite 200 Houston, TX 77042	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Continental Casualty Company</td> <td data-bbox="1433 453 1572 480">20443</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Continental Insurance Company</td> <td data-bbox="1433 480 1572 508">35289</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : National Fire Insurance Co. of Hartford</td> <td data-bbox="1433 508 1572 535">20478</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D : Berkley Insurance Company</td> <td data-bbox="1433 535 1572 562">32603</td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1572 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1572 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : National Fire Insurance Co. of Hartford	20478	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 33129121

REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6043241375	08/12/2021	08/12/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6043241330	08/12/2021	08/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10000			6043241361	08/12/2021	08/12/2022	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6043241344	08/12/2021	08/12/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC904682507	08/12/2021	08/12/2022	\$5,000,000 per claim \$5,000,000 annl aggr.

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

** Workers Comp Information **

A 6043241358 Eff Date: 08/12/2021 Exp Date: 08/12/2022

WC Each Accident Limit: \$1,000,000

WC Policy Limit: \$1,000,000

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Saginaw
 333 West McLeroy Boulevard
 Saginaw, TX 76179

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



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DESCRIPTIONS (Continued from Page 1)

WC Each Employee Limit: \$1,000,000

The Certificate Holder is included as an Additional Insured under the Blanket Additional Insured endorsement on the General Liability and Auto policies on a primary and non-contributory basis, when required by written contract.

The General Liability Blanket Additional Insured endorsement includes completed operations, as defined by the policy.

A Waiver of Subrogation in favor of the Certificate Holder is provided by the Blanket Waiver endorsement on the General Liability, Auto and Workers Compensation

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

The Umbrella Liability policy follows form to the underlying General, Automobile, and Employers Liability policies.

Insured does not own any autos.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

PGAL, Inc.
Dallas, TX United States

Certificate Number:
2021-796510

Date Filed:
08/30/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Saginaw

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ #: 2021-01
Architectural Services - Saginaw Public Library & Senior Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gerber, Jeffrey	Houston, TX United States	X	
	Brown, Kenneth	Alexandria, VA United States	X	
	Weiner, Jeffrey	Houston, TX United States	X	
	Nestler, Ian	Boca Raton, FL United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Jeff D. Bulla, and my date of birth is March 24, 1961.

My address is 14135 Midway Rd., Ste. G-200, Addison, TX, 75001, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 30th day of August, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Saginaw

Meeting Date: 9/7/2021

Staff Contact: Dolph Johnson
Assistant City Manager

Agenda Items: (8)

E-mail: djohnson@saginawtx.org

Phone: 8172300325

SUBJECT:

Consideration and Action on Proposal from Network Cabling Services to Upgrade A/V Equipment in the City Council Chambers

BACKGROUND/DISCUSSION:

The audio/visual system in the City Council chambers has had reliability and performance issues for several years include failed controllers, random disconnections, microphone outages and an inoperable voting system.

We have been working with Network Cabling Systems (NCS) to evaluate the current system and recommend system upgrades. The attached proposal outlines the recommended improvements and includes a new, easy to use electronic voting system. NCS is a vendor for the state purchasing cooperative Buy Board of which we are a member. They have also been working closely with Chief Spears on the design of the cabling and A/V systems for the new fire station

FINANCIAL IMPACT:

The total cost will be \$54,855.20. Funds are available in this year's General Fund budget through cost savings and increased sales tax revenue.

RECOMMENDATION:

Staff recommends approval of the agreement.

ATTACHMENTS:

Description

Project Agreement

Project Proposal

Customer: City of Saginaw

Project Name: City Council Chambers (AV)
NCS Job#: 9360 AV SYSTEM UPGRADES REV2

Date: August 30, 2021

Estimator: Joe Colley (M: 972-837-9845, E: jcolley@ncs-tx.com)



SCOPE OF WORK

This scope of work is designed to provide our customers with a thorough understanding of the nature and functionality of the system they will receive from Network Cabling Services (NCS), as well as defining necessary coordination and requirements from the customer and other trades in order to ensure a successful project. Please review the document carefully to ensure that the proposed system meets the needs of your organization.

Project Summary

Based on the time and materials service call NCS is recommending the following upgrades to the City of Saginaw Council Chambers AV Systems. The system and DSP has intermittent issues and inconsistencies in use of operation. If this proposal is accepted NCS will provide and install a new QSC Q-Sys DSP system which will consist of the primary Core 110f digital signal processor located at the existing equipment rack and (3) I/O-8 Flex expansion devices located in the council chambers to accommodate the council chambers existing microphone inputs. NCS will provide and install a new Crestron DM Video Switcher and output devices at the (4) council chambers displays. NCS will install (4) new Crestron DM-TX transmitters in the Council Chambers and (2) HDMI DM-TX-4K transmitters in the Conference Room to update the Video inputs from VGA to HDMI. NCS will install a new Crestron Control System Processor and Touch Panel interfaces. NCS will work directly with the City of Saginaw to determine best and most simple programming for ease of use. NCS will install new video I/O in the conference room and provide and install a new table-top touch panel. Also included in this is an updated streaming processor. NCS also includes in this proposal removal and handover of existing devices and wiring and wire management in existing equipment rack.

This Revised proposal includes the addition of a Meridia EZ-Vote 5 System which comes standard with 20 keypads, receiver, software and 1 year support and training.

AV System Upgrades Proposed Total: \$ 54,855.20

Owner Requirements

- Provide access to the facility during normal business hours.
- Provide all networking infrastructure and configuration information as required.
- Provide all electrical power and connections, conduit, junction boxes as required.

Houston ● Corpus ● DFW
1840 Hutton Dr. Ste 145 ● Carrollton, TX 75006
(972)664-0550

Project Notes, Assumptions and Exclusions

- The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic devices. Due to the rapidly changing conditions of the industry, NCS is only able to guarantee our pricing for fourteen (14) days. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.
- A 3.8% processing fee will be added to the price quoted if payment is made via a credit card or purchasing card.
- NCS shall perform the work described within by the use of non-union employees. If union employment is required, it must be agreed upon and specifically documented by the owner and NCS.
- The project schedule as agreed upon by the owner and NCS prior to purchase shall remain in place throughout the project. Changes to the project schedule resulting from delay by other trades, request by the owner, or in order to meet construction milestones may result in the issuance of a change order to address lost time or overtime incurred by NCS.
- Changes to the scope of work contained within may result in the issuance of a change order to address an increase or decrease in required materials or labor.
- Unless specifically requested and priced in the proposal, all work described herein will be performed during the normal business hours of 8 AM – 5 PM, Monday through Friday.
- On-site parking shall be provided when available. Parking permits where applicable shall be provided free of charge to NCS.
- All necessary building access shall be provided including but not limited to access through doors, elevators, stairwells, etc.
- All security badges, keys or personnel escorts shall be provided as required by the owner.
- The project site shall be ready for NCS to proceed with the work specified within this document upon our scheduled arrival to the site. This includes the site being clean and dust free, free from obstructions, free of other trades, and free of any scheduled events.
- All required infrastructure provided by the owner or other trades shall be complete prior to NCS commencing work on the project unless specifically authorized by NCS. This shall include all electrical power, conduits and junction boxes, and all data lines not being provided by NCS (including POTS, ISDN, and LAN).
- All owner or contractor supplied information regarding site conditions is accurate in detail. Information may include CAD drawings, blueprints, building plans and layouts, or other data types transmitted electronically or through print.
- All owner furnished equipment shall be provided at the start of the project unless otherwise agreed upon. All equipment must be presented in good, working order. No owner furnished equipment shall be covered under any warranty provided by NCS unless specifically requested and agreed upon by the owner and NCS.
- All necessary ceiling trim work, woodworking, millwork, drywall repair and painting shall be provided by the owner or owner furnished contractor. NCS shall not provide these services unless specifically agreed upon in advance and specifically documented.

- All equipment in the project shall become property of the owner once it is physically installed on the site. NCS shall not be liable for any damage or loss of the equipment once it is physically installed unless agreed upon in advance and specifically documented.
- This scope of work and project proposal contains specific proprietary information and intellectual property. It may not be distributed to other parties outside of appropriate owner representatives without prior written authorization by NCS. This paragraph is enforceable except to the extent disclosure is required pursuant to the Texas Public Information Act or other law.

The information contained in this scope of work is accurate and to the best of my knowledge represents my understanding of the work to be performed by NCS. I have read the Owner Requirements and agree to provide these items. Further, I agree to the assumptions and exclusions specified by NCS.

Owner Representative:

NCS Representative:

Signature

Joe Colley

Signature

Printed Name and Title

Joe Colley, Design Engineer

Printed Name and Title

Date

08/30/2021

Date



**** Proposal ****

August 27, 2021

Project Number: 9360

For :

Council Chambers AV System Upgrades

Network Cabling Services
12626 Fuqua Street
Houston, TX 77034
281-484-1777 Fx 281-484-1776

City of Saginaw
Dolph Johnson
Asst. City Manager
PO Box 79070

Saginaw, TX 76179
Tel: (817) 230-0325

Mfr-Part No.	Qty	Description	Unit Price	Extended
		CITY OF SAGINAW COUNCIL CHAMBERS AV UPGRADES		
		AUDIO SYSTEM UPGRADES		
		AUDIO DSP NETWORK		
QSC-CORE 110F	1	Unified Core with 24 local audio I/O channels, 128x128 total net		
QSC-SL-QSE-110-P	1	Q-SYS Core 110 Scripting Engine Software License, Perpetual		
QSC-SL-QUD-110-P	1	Q-SYS Core 110 UCI Deployment Software License, Perpetual		
QSC-SLDAN-64-P	1	Q-SYS Software-based Dante 64x64 Channel License, Perpetual		
QSC-I/O-8 FLEX	3	Q-SYS I/O peripheral providing 8 individual, software-switchable		
		VIDEO MATRIX		
CRESTRON-DM-MD 8X8-CPU3	1	8x8 DigitalMediaÖ Switcher		
CRESTRON-DMC-4K Z-C	6	DigitalMedia 8G+« 4K60 4:4:4 HDR Input Card for DM« Switchers, H		
CRESTRON-DMC-4K Z-HD	1	HDMI« 4K60 4:4:4 HDR Input Card for DM« Switchers		
CRESTRON-DMC-4K Z-CO-HD	2	2-Channel DigitalMedia 8G+« 4K60 4:4:4 HDR Output Card for DM« S		
CRESTRON-DMC-4K Z-HDO	2	2-Channel HDMI« 4K60 4:4:4 HDR Scaling Output Card for DM« Switc		
		VIDEO CAPTURE/STREAMING DEVICE		
EXTRON-60-1324-01	1	SMP 351 - 80 GB SSD		
		UPDATED CONTROL SYSTEM		
CRESTRON-CP4N	1	4-Series Control System		
CRESTRON-TSW-10 70-B-S	1	10.1 in. Wall Mount Touch Screen, Black Smooth		

Mfr-Part No.	Qty	Description	Unit Price	Extended
CRESTRON-TS-1070-B-S	3	10.1 in. Tabletop Touch Screen, Black Smooth		
		VIDEO OUTPUTS WITH CONTROL AT DISPLAYS		
CRESTRON-DM-RM-C-4K-100-C	3	4K DigitalMedia 8G+« Receiver & Room Controller 100		
		VIDEO INPUTS IN COUNCIL CHAMBERS		
CRESTRON-DM-TX-4KZ-100-C-1G-W-T	4	DigitalMedia 8G+« 4K60 4:4:4 HDR Wall Plate Transmitter, White		
		VIDEO AT CONFERENCE ROOM		
CRESTRON-DM-RM-C-4K-100-C	1	4K DigitalMedia 8G+« Receiver & Room Controller 100		
CRESTRON-DM-TX-4KZ-100-C-1G-W-T	2	DigitalMedia 8G+« 4K60 4:4:4 HDR Wall Plate Transmitter, White		
CRESTRON-TS-770-B-S	1	7 in. Tabletop Touch Screen, Black Smooth		
	1	LABOR FOR TESTING, WIRING MANAGEMENT & EQUIPMENT DEMO		
MERI-EZ-VOTE5	1	MERIDIA VOTING SYSTEM SOLUTION		
NCSA-HARDWARE	1	Hardware (Misc. Nuts, Bolts, Cable, Connectors)		
		Equipment Subtotal		39,906.56
		Installation Subtotal		13,735.59
		Equipment Subtotal		

The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic devices. Due to the rapidly changing conditions of the industry, NCS is only able to guarantee our pricing for fourteen (14) days. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.

No taxes or bond cost are included unless specifically itemized.

This ** Proposal ** is Valid for 14 Days.

Shipping & Handling: 1,213.05

Shipping & Handling: \$ 1,213.05

Tax: \$ -

Signature: _____ Date: _____

Project Total: \$ 54,855.20