

CONTRACT MODIFICATION

FIRE ADMINISTRATION AND STATION ONE RENOVATIONS AND IMPROVEMENTS PROJECT NO. 6406

PURCHASE ORDER NO. 104753
CIP NO. 10201

This shall serve as a Sixth Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Brown Reynolds Watford Architects, Inc., (hereinafter "Consultant"), dated May 30, 2014, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract for additional services as described in the attached proposal dated October 24, 2016.

Restart suspended design; add new requirements including IT/AV/security, bay door changes, exhaust system addition, hardened storm shelter addition; change to Construction Manager at Risk, and more.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$121,750. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$ 358,930.00
Contract Amount (Including Previous Modifications)	\$ 496,630.00
Amount, Modification No. 6	\$ 121,750.00
Revised Contract Amount	\$ 618,380.00
Total Percent Increase Including Previous Modifications	72.28%

Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

CITY OF PLANO

**BROWN REYNOLDS WATFORD
ARCHITECTS, INC.**

OWNER

CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: Bruce D. Glasscock

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Name: Gary DeVries

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Title: City Manager

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Title: Principal

Date: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **GARY DEVRIES, PRINCIPAL** of **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2016, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



October 24, 2016

Mr. Jim Razinha
Facilities Manager
1520 K Avenue, Suite 250
Plano, Texas 75074

**ADDITONAL SERVICES PROPOSAL FOR THE
CITY OF PLANO FIRE STATION NO. 1
CONTRACT AMENDMENT NO. 6**

Brown Reynolds Watford Architects are pleased to submit this additional services proposal for the City of Plano Fire Station No. 1. The scope of additional services, project team, and compensation are described below.

SCOPE OF ADDITONAL SERVICES

Our services shall include design, construction documents, bidding assistance and construction administration (CA) services.

- 95% CD Owner review meeting of current design.
- Review the current architectural finishes with the Owner and make adjustments as desired. Renovate all Administration area interior finishes.
- Replace existing front apparatus bay overhead doors with new 4-fold bay doors. Provide structural support as required.
- Add an apparatus bay Plymovent vehicle exhaust system.
- Re-evaluate and probably increase the new generator size to serve the entire building.
- Provide utilities for Owner-provided temporary office and firefighter trailer facilities near the rear apparatus bay doors.
- Revise the roofing construction documents to accommodate the additional roof penetrations.
- Landscape planting and irrigation plan submittal and revisions per final city comments.
- Structurally hardened new Day Room in the fire station building addition to meet 2015 IBC Storm Shelter requirements.
- One (1) construction cost estimate to establish an initial budget based on the previous 95% CD project scope, plus narratives of the additional project scope. The CMaR shall provide all further pre-construction cost estimating.
- Design work shall conform to the 2012 IBC requirements (under the previously submitted permit application).
- Evaluate the CM qualifications, participate in the CM interviews and provide recommendations.

- Review the current IT, AV and security systems design with the Owner and provide the following changes to the IT, access control and video surveillance systems.
 - Design and specify new IT (IDF) room with structured cabling and a separate air conditioning unit.
 - Design and specify new card reader locations and the replacement of existing card reader locations.
 - Design and specify a new local server/storage unit.
 - Design and specify the replacement of the existing access control head-end control panel with a newer version by Honeywell.
 - Design and specify the replacement of security video surveillance cameras with new IP-based cameras in their current locations.
- Furniture Bid Package (in conjunction with a furniture vendor)
 - BRW to survey the existing furniture and create an existing furniture plan for the fire station and administration offices.
 - BRW to meet with the Fire Department and city-designated furniture vendor (such as Texas Furniture Source) to determine existing furniture to remain versus new furniture. (Meeting #1)
 - BRW to create a proposed generic furniture plan.
 - Furniture vendor shall provide recommendations for new furniture based on BRW generic furniture plan. BRW to select furniture finishes.
 - BRW to meet with the Fire Department to review the furniture vendor's new furniture recommendations. (Meeting #2)
 - Upon the Owner's concurrence, BRW will prepare a furniture bid package containing drawings, specifications and finishes. BRW to coordinate the furniture locations with electrical power and communications outlets.
 - BRW to meet with the Fire Department to review the final furniture bid package. (Meeting #3)
 - Plano Purchasing Department will prepare the bid solicitation, bid the furniture package and award the furniture contract. BRW will address bidding questions in the form of Addendum.
 - The city will coordinate the delivery and installation of the new furniture and coordinate all existing furniture and equipment moving.
 - BRW will prepare a punch list of the new furniture at the installation completion.

The term "furniture" includes systems furniture, desks, tables, sofas, chairs, file cabinets, book cases and chairs. It excludes office equipment and miscellaneous furniture items, such as printers, copiers and waste paper baskets, etc. The city will select and procure the fire station dining room table and beds separately from this scope.

PROJECT TEAM

The existing project team will provide all the services in this fee proposal.

COST OF THE WORK

We understand the Owner intends to employ a Construction Manager at Risk (CMaR) to construct the project and provide pre-construction cost estimating services. The Architect shall also provide one (1) cost estimate based on the previous 95% CD project scope and narratives of the additional project scope. The Architect shall then reconcile the cost estimate with the CMaR's cost estimate and the Owner shall approval the budget before completing the Construction Documents. If the Owner requests additional cost estimating services, the Architect shall provide such services as an Additional Service.

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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

If at any time the Cost of the Work exceeds the Owner's budget before the completion of Construction Documents, the Architect 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. The Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

If the CMaR's Guaranteed Maximum Price exceeds the Owner's budget for the Cost of the Work after the completion of the Construction Documents, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate the contract;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

If the Owner chooses to proceed with Action 4 above to revise the Project program, scope or quality to align with the budget and such action necessitates modifications to the Construction Documents, the Owner shall negotiate additional services with the Architect so the project may comply with the Owner's budget for the Cost of the Work.

COMPENSATION

Based on the scope of additional services described above, Brown Reynolds Watford Architects proposes lump sum fees, plus reimbursable expenses, as described below.

Basic Services Fees

• Architectural	\$33,800
• Structural	\$5,000
• Mechanical, Electrical, Plumbing	\$16,500
• Landscape and Irrigation	\$1,700
• Roofing	\$2,800
• Storm Shelter Design	\$14,000
• Cost Estimating	\$10,000
• IT, AV and Security Design	\$12,450
• Furniture Bid Package	\$23,500

Total Basic Services Fee	\$119,750
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• Additional Reimbursable Expenses	\$2,000
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Total Fee and Reimbursable Expenses	\$121,750
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We hope this proposal meets your expectations. Please contact us with any questions or if acceptable, please prepare a Contract Modification. We look forward to continuing our work with the City of Plano.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.



GARY DeVRIES, AIA
PRINCIPAL