

City of Denton
Contract # 5906

Household Chemical Collections Facility
Design Services

EXHIBIT 1

CONTRACT #5906

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECT OR ENGINEER

THIS AGREEMENT is made and entered into as of the 6th day of November, 2015, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "Owner" and Nelson+Morgan Architects, Inc., with its corporate office at 2717 Wind River Lane, Ste 230, Denton, Texas 76210 hereinafter called "Design Professional," or "Architect" acting herein, by and through their duly authorized representatives.

In consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

SECTION 1 EMPLOYMENT OF DESIGN PROFESSIONAL

Basic Services: The Design Professional's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

The Owner hereby contracts with the Design Professional, a licensed Texas architect or engineer, as an independent contractor. The Design Professional hereby agrees to perform the services as described herein and in the Proposal, the General Conditions, and other attachments to this Agreement that are referenced in Section 3, in connection with the Project. The Project shall include, without limitation, professional architectural, structural, mechanical, and electrical design services in support of the design for the **City of Denton Household Chemical Collections Building**. The existing building will be relocated to a new location at the City of Denton site at 1527 S. Mayhill Road. The building is anticipated to be approximately 15,000 square feet, and shall be submitted for LEED certification – Silver level. The project shall be completed in five (5) separate phases: Phase 1 – Schematic Design Phase, Phase 2 – Design Development Phase, Phase 3 – Construction Documents Phase, Phase 4 – Bidding and Negotiations Phase, Phase 5 – Construction Administration Phase.

Phase I – Information Gathering and Schematic Design, shall include the following:

1. **Zoning/Platting Research** – Design Professional will meet with the City of Denton to understand the constraints and parameters affecting the proposed sites.
2. **Programming** – Design Professional will meet with all appropriate parties to determine a preliminary program. The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.

EXHIBIT 1

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. **Schematic Design** – Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. Design Professional will continue to refine the Project components until they met the Owner's requirements. Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. All services to be accomplished in this phase are outlined in AIA Document B101SP-2007, items 3.2.1.1-3.2.1.7.
4. **Preliminary Budget:** The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.
5. The Architect shall submit the Schematic Design Documents, and the Sustainability Plan prepared in accordance with AIA B101SP-2007 Section 3.2.1.1-3.2.1.7 and 3.3.1-3. 3.4.3 to the Owner, and shall request the Owner's approval.
6. **Pre-Design application Submission** – Design Professional will submit to the City of Denton planning department a conceptual site plan and questions to the City. These plans and questions will be reviewed by the Owner in advance of the Pre-application Conference.

After approval from the Owner, Design Development Phase will commence.

With the following deliverables:

- D1. Code and Zoning Research Report
- D2. Schematic Design Package
- D3. Pre-application Package

Estimated completion time: 30 days from notice of award.

Phase 2 – Design Development, shall include the following:

2.a. Based on the Owner's approval of the Schematic Design Documents and the Sustainability Plan, 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 Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

EXHIBIT 1

2.b. Construction Cost Estimate – The Architect shall will send the Design Development Package to a third party cost estimator for a construction cost estimate. In preparing estimates of the Cost of Work, 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.

2.c. The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work or the Sustainability Plan, and request the Owner's approval.

With the following deliverables:

D4. Design Development Package

Estimated completion time: 30 days from approval of Schematic Design Phase

Phase 3 – Construction Documents, shall include the following:

3.a. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements, the budget for the Cost of the Work and the Sustainability Plan, the Architect shall prepare Construction Documents for 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with item 5b (submittals).

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

3.c. During the development of the Construction Documents the Architect may assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) the Sustainability Plan. The Architect shall compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

3.d. The Architect shall update the estimate for the Cost of the Work. The Architect will send the 75% CD Package to a third party cost estimator for an updated construction cost estimate.

3.e. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work or the Sustainability Plan, take any

EXHIBIT 1

action required, and request the Owner's approval. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, 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.

3.f. Upon the Owner approval the Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Owner is hereby informed that governmental authorities may issue interpretations of applicable codes, statutes, and ordinances and other applicable governmental agency requirements during the term of this agreement, the timing of which are beyond the control of the architect and which may cause owner to incur additional unforeseen project costs and/or delays. Architect shall not be responsible for such unforeseen costs and/or delays. The Architect shall submit the construction set for permit. All fees and costs associated with the permit application process will be paid by the Owner.

With the following deliverables:

- D5. 50% Progress Set
- D6. 90 % Progress Set
- D7. Construction Cost Estimate
- D8. Construction Documents Package
- D9. Building Permit Approval

Estimated completion time: 120 days from approval of Design Development Phase.

Phase 4 – Bidding and Negotiations shall include the following:

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in the following:

4.a. Distribution of Documents – Design Professional will aid in the distribution of documents to potential bidders in electronic format.

4.b. Pre-Bid Conference and Tour – Design Professional will assist in administering a conference and tour of the site for prospective bidders.

4.c. Addenda – Design Professional will respond to questions to potential bidders and provide clarification if necessary in the form of Addenda.

4.d. Evaluation of Bids - Once bids are received and opened by the City, Design Professional will aid in the evaluation of the bidders.

Estimated completion time: 90 days from submission of Construction Documents.

Phase 5 – Construction Administration shall include the following:

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007 SP, General Conditions of the Contract for Construction, for use on a Sustainable Project. If the Owner and Contractor modify

EXHIBIT 1

AIA Document A201–2007 SP, or use a different form, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

5.b. Construction Administration – Design Professional will attend weekly meetings during construction, produce Field Observation reports, review submittals, produce responses to Requests for Information, and respond in a professional manner as needed during the construction process. Services in this phase are defined in AIA Document B101SP-2007 3.2.5 and in AIA Document A201SP-2007.

Estimated completion time for construction is anticipated to take approximately 12 months: The Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

LEED Certification Consultant Services

Sustainability Services: The City of Denton desires to have this facility rated at a “silver” level or better under the USGBC LEED Building Design and Construction criteria (NC 2009). LEED NC 2009 requires a minimum of 50 points for Silver level certification. The project will be submitted for LEED certification – Silver level. Assuming that the final USGBC review yields a minimum of 50 points, City of Denton can expect receive a LEED 2009 NC Silver level certification for the Household Chemical Collections Facility. The Architect will retain the services of a LEED Certified sub-consultant to provide services necessary help the project achieve a “silver” level or better under the USGBC LEED Building Design and Construction criteria (NC 2009). The architect and it’s sub consultants do not guarantee LEED certification or a particular level of certification. Although the architect and it’s sub-consultants have determined the likelihood of achieving certain credits and final certification, conditions beyond the control the architect and sub-consultants may prohibit the final acceptance by the USBGC

Sustainability Certification Agreements: The anticipated Sustainable Objective set forth above includes a Sustainability Certification. The Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under Section 3.3. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation

EXHIBIT 1

required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing the Sustainability Certification.

The Design Professional will furnish the services of a professional LEED consultant to manage the execution of the LEED certification for the project. Fees for services are outlined below:

| | |
|--------------------------------------|---------------------|
| LEED Project Administration Services | <u>\$ 25,920.00</u> |
| USGBC Project Registration Fee | <u>\$ 1,440.00</u> |
| USGBC Review Fee | <u>\$ 3,600.00</u> |
| LEED Energy Modeling Services | <u>\$ 9,840.00</u> |
| LEED Commissioning Services | <u>\$ 15,360.00</u> |

Estimated completion time: The final application and accreditation shall be completed as expeditiously as possible upon project completion.

Reimbursable Expenses – Projected not to Exceed Amount

Reimbursable Expenses are expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project (includes the third party cost estimate for the project) as defined in the General Conditions but not to exceed the stated total without the prior written approval of the Owner.

Scope of Work Provided by the Client

1. Topographical and Boundary surveys
2. Geotechnical Investigation and Report
3. Soil Investigation if required
4. Texas Accessibility Standard Plan Review and Post-construction Inspection
5. Construction Observation and Materials Testing
6. Platting services

Items Outside of Scope of Work or Requiring Additional Services

1. Re-designs, new designs, meetings and other costs related to significant changes in scope of work or significant changes to approved designs. This includes work and meetings required to incorporate value engineering items.
2. Work in or adjacent to an existing FEMA flood plain, design services necessary to establish a base flood elevation (BFE), flood plain permitting or flood plain mapping.
3. Non-gravity storm sewer or sanitary sewer systems (systems requiring pump design, i.e. lift stations).
4. Public water or sewer system improvements beyond service connections and any off-site work.
5. SWPPP permits application preparation or drawings
6. Traffic Impact Studies
7. TxDOT Permits
8. Zoning change requests
9. Retaining wall design
10. Environmental site assessments

EXHIBIT 1

11. Site features and amenities outside of building footprint and not directly attached to the Building.
12. Currently unidentified specialty electrical, lighting or communication systems, including voice and data, audio/visual, security, or other low voltage electronic systems
13. Design of franchise utilities (gas, electric, telephone, and cable television)

EXHIBIT 1

SECTION 2 COMPENSATION

The Owner shall compensate the Design Professional as follows:

2.1 BASIC SERVICES

Professional fees for items identified above in Section I, Basic Services is currently calculated at a **total fee of SEVEN and ONE HALF percent (7.5%)** of the final Construction Cost of the Project. Progress payments for Basic Services shall be paid upon satisfactory completion of tasks for the Project. The fee paid to the Architect for these services is currently calculated as at rate of 7.5% of the cost of construction, plus reimbursable expenses. Provided the actual construction costs ***exceed or are lower*** than the original estimated amount, the contract sum shall be adjusted to the final total cost of construction of the project ~~the Architect and Owner shall negotiate a mutually agreeable change to the~~ and process a duly executed amendment to the contract and change order to the purchase order .

| | |
|-----------------------------------|--|
| 2.1.1 PHASE 1 - | For Basic Services the total compensation shall be \$ 34,947.75 |
| 2.1.2 PHASE 2 - | For Basic Services the total compensation shall be \$ 41,937.30 |
| 2.1.3 PHASE 3 - | For Basic Services the total compensation shall be \$ 34,947.75 |
| 2.1.4 PHASE 4 - | For Basic Services the total compensation shall be \$ 6,989.55 |
| 2.1.5 PHASE 5 - | For Basic Services the total compensation shall be \$ 20,968.65 |
| SUB-TOTAL – BASIC SERVICES | <u>\$ 139,791.00</u> |

2.2 SUSTAINABILITY SERVICES

Compensation for the Sustainability Services described in Section One is based on a stipulated sum. The Sustainability Services shall be compensated in accordance with the schedule set forth below:

| | |
|---|----------------------------|
| LEED Project Administration Services | \$ 25,920.00 |
| USGBC Project Registration Fee | \$ 1,440.00 |
| USGBC Review Fee | \$ 3,600.00 |
| LEED Energy Modeling Services | \$ 9,840.00 |
| LEED Commissioning Services | \$ 15,360.00 |
| SUB-TOTAL: | <u>\$ 56,160.00</u> |

2.3 Civil Engineering:

For the Civil Engineering services, the Owner shall compensate the Architect a total of Thirty Thousand Ninety Dollars (\$30,090.00). Compensation is based on a stipulated sum. The Civil Engineering Services shall be compensated in accordance with the schedule set forth below:

| | |
|--------------------------------------|----------------------------|
| Concept Site Plan Development | \$ 4,200.00 |
| Pre-Application Submittal | \$ 690.00 |
| Site Civil Plans | \$19,800.00 |
| Construction Period Services | \$ 5,400.00 |
| SUB-TOTAL | <u>\$ 30,090.00</u> |

EXHIBIT 1

2.4 Cost Consultant:

For the Cost Consulting services, the Owner shall compensate the Architect a total of Eight-Thousand, Eight Hundred and Ninety Four Dollars (\$8,894.00). Compensation is based on a stipulated sum. The services shall be compensated in accordance with the schedule set forth below:

| | |
|------------------------------|---------------------------|
| Design Development Phase | \$ 4,284.00 |
| Construction Documents Phase | \$ 4,610.00 |
| SUB-Total | <u>\$ 8,894.00</u> |

2.5 REIMBURSABLE EXPENSES Reimbursable Expenses are expenses incurred by the Design Professional, the Design Professional's employees and consultants in the interest of the Project as defined in the General Conditions but not to exceed the stated total without the prior written approval of the Owner.g

| | |
|--|---------------------------|
| SUB-Total - Reimbursable Expenses | <u>\$ 5,000.00</u> |
|--|---------------------------|

| | |
|-----------------------------|-----------------------------|
| <u>Project Total</u> | <u>\$ 239,935.00</u> |
|-----------------------------|-----------------------------|

2.6 ADDITIONAL SERVICES

Compensation for Additional Services is stated below. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

| | |
|---|---------------|
| Architect: Principal | \$150.00/hour |
| Project Manager | \$87.50/hour |
| Registered Architect | \$87.50/hour |
| Expert Testimony | \$400/hour |
| Associates | \$85.00 /hour |
| Staff /Intern Architect /CAD-Drafter | \$77.50/hour |
| Secretarial/Word Processing | \$42.50/hour |
| Consultants: Cost plus 20%. Exact rates to be determined as needed. | |

Compensation for Additional Services of outside consultants, including additional engineering services shall be negotiated prior to delivery of the actual service. All additional services shall receive a 20% mark-up for handling and coordination.

EXHIBIT 1

SECTION 3
ENTIRE AGREEMENT

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

1. City of Denton General Conditions to Agreement for Architectural or Engineering Services.
2. Attachment A -The Design Professional's Proposal, Project Schedule, and Pricing
3. Attachments B – Awarded Contractor's documentation, including W-9 form, and Conflict of Interest documentation.
4. Attachment C – Awarded Contractor's certificate of insurance documentation.

This Agreement is signed by the parties hereto effective as of the date first above written.

CITY OF DENTON

BY: 
GEORGE C. CAMPBELL
CITY MANAGER

ATTEST:

JENNIFER WALTERS, CITY SECRETARY


BY: 

APPROVED AS TO LEGAL FORM:

ANITA BURGESS, CITY ATTORNEY

BY: 

NELSON + MORGAN ARCHITECTS, INC.
DENTON, TEXAS

BY: 
ALAN NELSON, ARCHITECT
(SIGNATURE)

WITNESS:

BY: _____

Attachment A

Contract # 5906
General Conditions

EXHIBIT 1
CITY OF DENTON
GENERAL CONDITIONS
TO
AGREEMENT FOR ARCHITECTURAL OR ENGINEERING SERVICES

ARTICLE 1. ARCHITECT OR ENGINEER'S RESPONSIBILITIES

1.1 The Architect or Engineer's services consist of those services for the Project (as defined in the agreement (the "Agreement") and proposal (the "Proposal") to which these General Conditions are attached) performed by the Architect or Engineer (hereinafter called the "Design Professional") or Design Professional's employees and consultants as enumerated in Articles 2 and 3 of these General Conditions as modified by the Agreement and Proposal (the "Services").

1.2 The Design Professional will perform all Services as an independent contractor to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions (the "Degree of Care"). The Services shall be performed as expeditiously as is consistent with the Degree of Care necessary for the orderly progress of the Project. Upon request of the Owner, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner, and any adjustments to this schedule shall be mutually acceptable to both parties.

ARTICLE 2 SCOPE OF BASIC SERVICES

2.1 BASIC SERVICES DEFINED The Design Professional's Basic Services consist of those described in Sections 2.2 through 2.6 of these General Conditions and include without limitation normal structural, civil, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4. The Basic Services may be modified by the Agreement.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Design Professional, in consultation with the Owner, shall develop a written program for the Project to ascertain Owner's needs and to establish the requirements for the Project.

2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's program, construction schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subsection 5.2.1.

2.2.3 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Schematic Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations.

2.2.5 The Design Professional shall submit to the Owner a preliminary detailed estimate of Construction Cost based on current area, volume or other unit costs and which indicates the cost of each category of work involved in constructing the Project and establishes an elapsed time factor for the period of time from the commencement to the completion of construction.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, which shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Owner's approval of the documents, Design Professional represents that the Documents and specifications will be sufficient and adequate to fulfill the purposes of the Project.

2.3.2 The Design Professional shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost in a further Detailed Statement as described in Section 2.2.5.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes and regulations.

2.4.2 The Design Professional shall assist the Owner in the preparation of the necessary bidding or procurement information, bidding or procurement forms, the Conditions of the contract, and the form of Agreement between the Owner and contractor.

2.4.3 The Design Professional shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

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

2.5 CONSTRUCTION CONTRACT PROCUREMENT

2.5.1 The Design Professional, following the Owner's approval of the Construction Documents and of the latest preliminary detailed estimate of Construction Cost, shall assist the Owner in procuring a construction contract for the Project through any procurement method that is legally applicable to the Project including without

EXHIBIT 1

limitation, the competitive sealed bidding process. Although the Owner will consider the advice of the Design Professional, the award of the construction contract is in the sole discretion of the Owner.

2.5.2 If the construction contract amount for the Project exceeds the total construction cost of the Project as set forth in the approved Detailed Statement of Probable Construction Costs of the Project submitted by the Design Professional, then the Design Professional, at its sole cost and expense, will revise the Construction Documents as may be required by the Owner to reduce or modify the quantity or quality of the work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Statement of Probable Construction Costs.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment, unless extended under the terms of Subsection 8.3.2.

2.6.2 The Design Professional shall provide detailed administration of the Contract for Construction as set forth below. For design professionals the administration shall also be in accordance with AIA document A201, General Conditions of the Contract for Construction, current as of the date of the Agreement as may be amended by the City of Denton special conditions, unless otherwise provided in the Agreement. For engineers the administration shall also be in accordance with the Standard Specifications for Public Works Construction by the North Central Texas Council of Governments, current as of the date of the Agreement, unless otherwise provided in the Agreement.

2.6.3 Construction Phase duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written agreement of the Owner and Design Professional.

2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner (1) during construction, and (2) at the Owner's direction from time to time during the correction, or warranty period described in the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Agreement and these General Conditions, unless otherwise modified by written instrument.

2.6.5 The Design Professional shall observe the construction site at least one time a week, while construction is in progress, and as reasonably necessary while construction is not in progress, to become familiar with the progress and quality of the work completed and to determine if the work is being performed in a manner indicating that the work when completed will be in substantial accordance with the Contract Documents. Design Professional shall provide Owner a written report subsequent to each on-site visit. On the basis of on-site observations the Design Professional shall keep the Owner informed of the progress and quality of the work, and shall exercise the Degree of Care and diligence in discovering and promptly reporting to the Owner any observable defects or deficiencies in the work of Contractor or any subcontractors. The Design Professional represents that he will follow Degree of Care in performing all Services under the Agreement. The Design Professional shall promptly correct any defective designs or specifications furnished by the Design Professional at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Design Professional's Services hereunder or of the Project itself shall in no way alter the Design Professional's obligations or the Owner's rights hereunder.

2.6.6 The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents except insofar as such failure may result from Design Professional's negligent acts or omissions. The Design Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.6.7 The Design Professional shall at all times have access to the work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

2.6.9 Based on the Design Professional's observations at the site of the work and evaluations of the Contractor's Applications for Payment, the Design Professional shall review and certify the amounts due the Contractor.

2.6.10 The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's observations at the site as provided in Subsection 2.6.5 and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Design Professional shall have the responsibility and authority to reject work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

2.6.12 The Design Professional shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of (1) determining compliance with applicable laws, statutes, ordinances and codes; and (2) determining whether or not the work, when completed, will be in compliance with the requirements of the Contract Documents. The Design Professional shall act with such reasonable promptness to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics

EXHIBIT 1

of materials, systems or equipment is required by the Contract Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in Subsections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 On behalf of the Owner, the Design Professional shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and if requested by the Owner shall issue Certificates of Substantial and Final Completion. The Design Professional will receive and review written guarantees and related documents required by the Contract for Construction to be assembled by the Contractor and shall issue a final certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Design Professional shall interpret and provide recommendations on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Design Professional 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 initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results or interpretations or decisions so rendered in good faith in accordance with all the provisions of this Agreement and in the absence of negligence.

2.6.17 The Design Professional shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.

2.6.18 The Design Professional (1) shall render services under the Agreement in accordance with the Degree of Care; (2) will reimburse the Owner for all damages caused by the defective designs the Design Professional prepares; and (3) by acknowledging payment by the Owner of any fees due, shall not be released from any rights the Owner may have under the Agreement or diminish any of the Design Professional's obligations thereunder.

2.6.19 The Design Professional shall provide the Owner with one set of Instruments of Service issued for construction to the Owner in electronic form, called Electronic Drawings Files (PDF Format), for purposes of reference, coordination, and/or facility management only. These files will be updated showing any significant documented changes received from the General Contractor to the Construction Documents during the Construction Phase.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in the Agreement or Proposal, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner in writing and shall not commence such additional services until it receives written approval from the Owner to proceed. If the Owner indicates in writing that all or part of such Contingent Additional Services is not required, the Design Professional shall have no obligation to provide those services. Owner will be responsible for compensating the Design Professional for Contingent Additional Services only if they are not required due to the negligence or fault of Design Professional.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subsection 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making material revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or
3. due to changes required as a result of the Owner's failure to render decision in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the Owner's schedule, except for services required under Subsection 2.5.2.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

EXHIBIT 1

3.3.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.6 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the work.

3.3.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto.

3.3.8 Providing services in addition to those required by Article 2 for preparing documents for alternate, separate or sequential bids or providing services in connection with bidding or construction prior to the completion of the Construction Documents Phase.

3.3.9 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.3.9.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4 Providing services relative to future facilities, systems and equipment.

3.4.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.6 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.7 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.9 Providing analyses of operating and maintenance costs.

3.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

3.4.13 Providing interior design and similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services other than as provided in Section 2.6.4, after issuance to the Owner of the final Certificate for Payment and expiration of the Warranty period of the Contract for Construction.

3.4.15 Providing services of consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.16 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.4.17 Preparing a set of reproducible record drawings in addition to those required by Subsection 2.6.19, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Design Professional.

3.4.18 Notwithstanding anything contained in the Agreement, Proposal or these General Conditions to the contrary, all services described in this Article 3 that are caused or necessitated in whole or in part due to the negligent act or omission of the Design Professional shall be performed by the Design Professional as a part of the Basic Services under the Agreement with no additional compensation above and beyond the compensation due the Design Professional for the Basic Services. The intervening or concurrent negligence of the Owner shall not limit the Design Professional's obligations under this Subsection 3.4.18.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall consult with the Design Professional regarding requirements for the Project, including (1) the Owner's objectives, (2) schedule and design constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, as more specifically described in Subsection 2.2.1.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Design Professional, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

EXHIBIT 1

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

4.5 Where applicable, the Owner shall furnish surveys describing 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining 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.

4.6 Where applicable, the Owner shall furnish the services of geotechnical engineers when such services are requested by the Design Professional. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Design Professional and are not retained by the Design Professional as part of its Basic Services or Additional Services.

4.7 When not a part of the Additional Services, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests of hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Owner under Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof in the absence of any negligence on the part of the Design Professional.

4.10 The Owner shall give prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 Design Professional shall propose language for certificates or certifications to be requested of the Design Professional or Design Professional's consultants and shall submit such to the Owner for review and approval at least fourteen (14) days prior to execution. The Owner agrees not to request certifications that would require knowledge or services beyond the scope of the Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 CONSTRUCTION COST DEFINED

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the Design Professional and Design Professional's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or cost proposals will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties thereto. If such a fixed limit has been established, the Design Professional 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 scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Procurement Phase has not commenced within 90 days after the Design Professional submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Design Professional for this Project are instruments of the Design Professional's service and shall become the property of the Owner upon termination or completion of the Agreement. The Design Professional is entitled to retain copies of all such documents. Such documents are intended only be applicable to this Project, and Owner's use of such documents in other projects shall be at Owner's sole risk and expense. In the event the

EXHIBIT 1

Owner uses any of the information or materials developed pursuant to the Agreement in another project or for other purposes than are specified in the Agreement, the Design Professional is released from any and all liability relating to their use in that project

6.2 Submission or distribution of documents 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 Design Professional's reserved rights.

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

7.1 The Design Professional may terminate the Agreement upon not less than thirty days written notice should the Owner fail substantially to perform in accordance with the terms of the Agreement through no fault of the Design Professional. Owner may terminate the Agreement or any phase thereof with or without cause upon thirty (30) days prior written notice to the Design Professional. All work and labor being performed under the Agreement shall cease immediately upon Design Professional's receipt of such notice. Before the end of the thirty (30) day period, Design Professional shall invoice the Owner for all work it satisfactorily performed prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of the Owner upon termination of the Agreement and shall be promptly delivered to the Owner in a reasonably organized form. Should Owner subsequently contract with a new Design Professional for continuation of services on the Project, Design Professional shall cooperate in providing information.

7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services satisfactorily performed prior to notice of such suspension. When the Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Design Professional's services.

7.3 The Agreement may be terminated by the Owner upon not less than seven days written notice to the Design Professional in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Design Professional or the Owner may terminate the Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Design Professional for work satisfactorily completed in accordance with the Agreement shall be considered substantial non-performance and cause for termination.

7.5 If the Owner fails to make payment to Design Professional within thirty (30) days of receipt of a statement for services properly and satisfactorily performed, the Design Professional may, upon seven days written notice to the Owner, suspend performance of services under the Agreement.

7.6 In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services properly and satisfactorily performed prior to termination.

ARTICLE 8 PAYMENTS TO THE DESIGN PROFESSIONAL

8.1 DIRECT PERSONNEL EXPENSE

8.1.1 Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants in the interest of the Project, as identified in the following Clauses.

8.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

8.2.1.2 Expense of reproductions (except the reproduction of the sets of documents referenced in Subsection 2.6.19), postage and handling of Drawings, Specifications and other documents.

8.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

8.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

8.2.1.5 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

8.2.1.6 Other expenses that are approved in advance in writing by the Owner.

8.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

8.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 2 of the Agreement and the schedule of work.

8.3.2 If and to the extent that the time initially established in the Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 2 of the Agreement.

8.3.3 When compensation is based on a percentage of Construction Cost 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, in accordance with the schedule set forth in Section 2 of the Agreement based on (1) the lowest bona fide bid or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

8.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

EXHIBIT 1

8.4.1 Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made monthly within 30 days after the presentation to the Owner of the Design Professional's statement of services rendered or expenses incurred.

8.5 PAYMENTS WITHHELD No deductions shall be made from the Design Professional's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Design Professional is responsible.

8.6 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS Design Professional shall make available to Owner or Owner's authorized representative records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense for inspection and copying during regular business hours for three years after the date of the final Certificate of Payment, or until any litigation related to the Project is final, whichever date is later.

ARTICLE 9 INDEMNITY

9.1 The Design Professional shall indemnify and save and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the Owner, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the Design Professional or its officers, shareholders, agents, or employees in the performance of the Agreement.

9.2 Nothing herein shall be construed to create a liability to any person who is not a party to the Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to the Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 10 INSURANCE During the performance of the Services under the Agreement, Design Professional shall maintain the following insurance with an insurance company licensed or authorized to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

10.1 Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$250,000 in the aggregate.

10.2 Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.

10.3 Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident including occupational disease.

10.4 Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.

10.5 The Design Professional shall furnish insurance certificates or insurance policies to the Owner evidencing insurance in compliance with this Article 10 at the time of the execution of the Agreement. The General Liability and Automobile Liability insurance policies shall name the Owner as an additional insured, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the Owner, and each policy shall contain a provision that such insurance shall not be canceled without thirty (30) days' prior written notice to Owner. Design Professional shall provide Owner thirty (30) days prior written notice of any material changes to the policies. In such event, the Design Professional shall, prior to the effective date of the change or cancellation, furnish Owner with substitute certificates of insurance meeting the requirements of this Article 10.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The Agreement shall be governed by the laws of the State of Texas. Venue of any suit or cause of action under the Agreement shall lie exclusively in Denton County, Texas.

11.2 The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Design Professional shall not assign its interests in the Agreement without the written consent of the Owner.

11.3 The term Agreement as used herein includes the executed Agreement, the Proposal, these General Conditions and other attachments referenced in Section 3 of the Agreement which together represent the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Design Professional. When interpreting the Agreement the executed Agreement, Proposal, these General Conditions and the other attachments referenced in Section 3 of the Agreement shall to the extent that is reasonably possible be read so as to harmonize the provisions. However, should the provisions of these documents be in conflict so that they can not be reasonably harmonized, such documents shall be given priority in the following order:

1. The executed Agreement
2. Attachments referenced in Section 3 of the Agreement other than the Proposal
3. These General Provisions
4. The Proposal

11.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

11.5 Upon receipt of prior written approval of Owner, the Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

EXHIBIT 1

11.6 Approval by the Owner shall not constitute, nor be deemed a release of the responsibility and liability of the Design Professional, its employees, associates, agents, subcontractors, and sub consultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the design or other work prepared by the Design Professional, its employees, subcontractors, agents, and consultants.

11.7 All notices, communications, and reports required or permitted under the Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below signature block on the Agreement, certified mail, return receipt requested, unless otherwise specified herein. All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

11.8 If any provision of the Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform the Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

11.9 The Design Professional shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended during the term of this Agreement.

11.10 In performing the Services required hereunder, the Design Professional shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

11.11 The captions of the Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of the Agreement.

Adopted 06/29/2007

Attachment B
Contract # 5906
Contractor Proposal



June 29, 2015

Mr. Craig Waggoner
Home Chemical Collection Supervisor
1527 South Mayhill Road
Denton, Texas 76208

RE: Household Chemical Collections Facility
Professional Services Proposal

I. PROJECT SCOPE:

Nelson + Morgan, Architects are pleased to provide the following proposal for providing Professional Services relating to the referenced project. It is our intent to provide normal architectural, structural, mechanical and electrical design services specific to the project requirements. Our understanding of the general scope of work is as follows:

1. Development of the construction documents to relocate the current HCC Facility to a new location at the City of Denton site at 1527 S. Mayhill Road.
 - The project consists of 1 tract of land containing approximately 3.213 acres. Zoning is IC-G.
 - The tract currently houses the Fleet Fueling & Truck Wash Facility.
 - The site is platted as Lot 1, Block 1 of the Fleet Fueling & Truck Wash Addition.
 - The site is surrounded on 4 sides by property owned by the City of Denton and this property may be incorporated into the project as needed.
 - Total project size is undetermined at this time, but anticipated to include a building of approximately 15,000 sf.
 - Administrative and Resell/Retail spaces will be similar in function to existing HCC facility spaces. Two (2) auto drive thru lanes will be provided between the Administrative/Resell area and the materials processing and bulk storage area. Each drive lane will be provided with a 14'x14' overhead rolling door at each end. Total width of drop-off lanes will be 44'.
 - Material processing and bulk storage area will consist of an enclosed 6,000 s.f. to the north side of the drive thru lanes.
 - Primary exterior walls will be precast concrete panels with a painted elastomeric finish.
 - Roof will be a sloped, Galvalume finished standing seam metal panels to match SW Admin Bldg.
 - Electrical power systems will be designed to incorporate solar electric panels.
 - Administrative offices and Resale areas will be fully conditioned spaces. The drop-off and bulk storage areas will be heated with radiant natural gas heating and natural ventilation for passive cooling.
 - All existing exposed roof structure and deck (interior) will be galvanized finished.
 - Loading docks will be located adjacent to the bulk storage area on the east side to accommodate a minimum of 4 full size tractor/trailers plus separate recycle and bulk trash container areas. Docks will be equipped with all necessary safety equipment. One door position (to be determined) will be equipped with a hydraulic dock lever. Dock area will be covered with a cantilevered roof overhead.
 - A 4'x4' coiling door will be provided with a chute to loading the trash compactor/container.
 - Primary access to the site will be via the Spencer Road/Mayhill road from the west. Public vehicle parking will be provided along the east side of the Admin/Resale area. A new larger

EXHIBIT 1

vehicle and truck circulation area will be located on the north/east side at the drive thru lane exits and loading docks.

- Concrete paving and site work will adjoin existing flatwork from fueling and vehicle wash station to the south.
- All existing storm water and site drainage will be directed back into existing site retention structure for contribution into existing water recycling.
- LEED Certification:
 - The City of Denton desires to have this facility rated at a “silver” level or better under the USGBC LEED Building Design and Construction criteria (NC 2009). LEED-NC 2009 requires a minimum of 50 points for Silver level certification. [40-49 = certified, 50-59=Silver, 60-79=Gold, 80 and above= Platinum].
 - C1S Group will be our LEED specialist/sub-consultant. They will manage the execution of the LEED certification project.

2. Project Budget for this Project is unknown at this time. For preliminary fee purposes, the following has been assumed:

- 15,000 sf x \$115/sf = \$1,725,000
- Site work: approx 15% of construction cost = \$258,000
- Site Paving for truck circulation: approx 30,000 sf x \$6/sf = \$180,000

3. Professional Services:

- NMA will develop a preliminary site plan and floor plan and submit drawings to the City of Denton Planning Department for a Pre-Design meeting prior to commencement of the entire construction and bidding package. NMA will provide plans and specifications to obtain construction bids and construction permits.
- NMA will provide professional assistance in preparing Bidding documents and Construction Administration.
- Project will be designed to meet the IBC 2012 (or current adopted versions) and related City of Denton codes and ordinances and Texas Accessibility Standards.

4. NMA proposes the following sub-consultants into the design team on this project:

- Structural and foundation: LA Fuess and Partners, Structural Engineers (LAFP)
- Mechanical and Electrical Engineering: Hergenrether Penner McGuire and Burkett Consulting Engineers, Inc. (HPMB)
- Jeff Gutknecht – TAS Registered Accessibility Specialist
- Cost Consultant: Construction Cost Management (CCM)
- Civil Engineering: Allison Engineering Group (AEG)
- LEED consulting services: C1S Group. (C1S)
- Surveying and site topography: Furnished by Owner.

5. Services not included are:

- Platting and rezoning. No services related to any re-zoning or re-platting are included.
- Geotechnical Investigation: Owner will furnish a soils report and geotechnical investigation.

Professional Services are more fully described below.

II. BASIC SERVICES

The following is a brief list of Professional Services that we anticipate will be required and propose to provide. This is not intended to limit our scope of service, but to generally define and explain our intent to provide professional services necessary for the successful completion of the project. Basic Services are those services outlined under

Attachment C
Contract # 5906

Contract Support
Documents

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243 | CONTACT NAME: Brian R Hadar PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Nelson + Morgan Architects Inc. 2717 Wind River Lane Denton TX 76210 | <table border="1"> <tr> <th data-bbox="771 451 1380 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 451 1508 483">NAIC #</th> </tr> <tr> <td data-bbox="771 483 1380 514">INSURER A: XL Specialty Insurance Company</td> <td data-bbox="1380 483 1508 514">37885</td> </tr> <tr> <td data-bbox="771 514 1380 546">INSURER B:</td> <td data-bbox="1380 514 1508 546"></td> </tr> <tr> <td data-bbox="771 546 1380 577">INSURER C:</td> <td data-bbox="1380 546 1508 577"></td> </tr> <tr> <td data-bbox="771 577 1380 609">INSURER D:</td> <td data-bbox="1380 577 1508 609"></td> </tr> <tr> <td data-bbox="771 609 1380 640">INSURER E:</td> <td data-bbox="1380 609 1508 640"></td> </tr> <tr> <td data-bbox="771 640 1380 653">INSURER F:</td> <td data-bbox="1380 640 1508 653"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: XL Specialty Insurance Company | 37885 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: XL Specialty Insurance Company | 37885 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: Cert ID 30430

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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | Y | DPR9727553 | 10/4/2015 | 10/4/2016 | Per Claim/Annual Aggregate \$ 1,000,000 \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

City of Denton, its Officials, Agents, Employees, and volunteers
 Material Mgmt. Department
 901B Texas Street
 Denton TX 76209

CANCELLATION

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

Brian R. Hadar

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



EXHIBIT 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Sanger Insurance 905 Chapman Drive P. O. Box 9 Sanger TX 76266 | CONTACT NAME: Janie Bill PHONE (A/C, No, Ext): (940) 458-7434 E-MAIL ADDRESS: janie@sangerinsurance.com FAX (A/C, No): (940) 458-3438 |
| INSURED Nelson+Morgan Architects, Inc. 2717 Wind River Lane Suite 230 Denton TX 76210 | INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company INSURER B: Mercury INSURER C: Valley Forge Insurance Company INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: CL161701040

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | | 4030949304 | 8/28/2015 | 8/28/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired and Non Owned Auto \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA420000006339 | 11/30/2015 | 11/30/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500 |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A | 594143371 | 6/18/2015 | 6/18/2016 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

The General Liability policy includes a blanket Additional Insured endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

CANCELLATION

City of Denton - Their Officials, Agents,
Employees and Volunteers
Material Management Department
901B Texas Street
Denton, TX 76209

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

Jeff Springer/JBILL

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT 1

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.****OFFICE USE ONLY**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Alan Nelson/Nelson+Morgan Architects, Inc.

2 ☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

None

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

D. Describe each affiliation or business relationship.

4

Signature of person doing business with the governmental entity

10-22-2015

Date