

Task Order No. 16-004-B

In accordance with AIA Prime Agreement between City of Deer Park, Texas (“Owner”) and Halff Associates (“Architect”) for Professional Services –dated February 16, 2016 ("Agreement"), Owner and Architect agree as follows:

1. Specific Project Data

- A. Title: Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction Phase
- B. Description: The Architect's design services consist of preliminary design of proposed improvements, design survey of affected site area necessary to perform design of proposed improvements, construction design services necessary for bidding and construction of proposed improvements which includes: (a) design of renovation to existing building with minimal impact to existing floor plan and structure, (b) design of addition to building, (c) parking lot improvements (d) on-site utility improvements, (e) erosion and sedimentation controls, (f) site grading and drainage. Architect will also submit the final design for an independent RAS review and submittals to the City of Deer Park for the required development approvals and issue construction plans for bid. Additionally, Architect will prepare estimates of probable construction costs and perform limited construction phase services.
- C. City of Deer Park Project Number: 16-004-B

D. Prime Agreement, Contract Number: PR-16-410-001

2. Services of Architect

See Attachment A: Proposed Scope of Professional Services for Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction dated August 02, 2016.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: See Attachment A: Proposed Scope of Professional Services for Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction dated August 02, 2016.

4. Times for Rendering Services

| <u>Phase</u> | <u>Completion Date</u> |
|-------------------------|------------------------|
| <u>See Attachment C</u> | |
| | |

TASK ORDER

5. **Payments to Architect**

A. Owner shall pay Landscape Architect for services rendered as follows:

| <i>Category of Services</i> | <i>Compensation Method</i> | <i>Lump Sum or Not to Exceed Amount of Compensation for Services</i> |
|-----------------------------|---|--|
| Basic Services | Lump Sum per Task (See Attachment B – Fee Schedule & Reimbursable Expenses) | \$225,500.00 |

B. The terms of payment are set forth in the AIA Prime Agreement unless modified in this Task Order.

6. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

7. **Attachments:** *Attachment A – Scope of Services* *Attachment B – Fee Schedule & Reimbursable Expenses* *Attachment C – Schedule of Work*

8. **Documents Incorporated By Reference:** The Agreement effective August 2, 2016.

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Architect shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Architect is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 02, 2016.

OWNER:

ARCHITECT :

By: _____

By: _____

Name: Jerry Mouton, Jr.

Name: Tim Bargainer, PLA, ASLA, CLARB

Title: Mayor, City of Deer Park, Texas

Title: Vice President

Date: _____

Date: _____

ATTEST:

Sandra Watkins, City Secretary

STATE OF TEXAS

} CORPORATE

COUNTY OF HARRIS

} ACKNOWLEDGEMENT

On this ____ day of _____, 2016, Tim Bargainer personally appeared before me and proved to me through satisfactory evidence of identification to be the person who signed this document in my presence.

[SEAL]

Notary Public

My Commission Expires: _____

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Scott Swigert

Name: Tim Bargainer, PLA, ASLA, CLARB

Title: Director, Parks and Recreation

Title: Director of Landscape Architecture

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Attachment “A”

Scope of Professional Services for

Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction

City of Deer Park, Texas

SERVICES TO BE PERFORMED BY CITY

Design Studies, Criteria, Data

- As-built plans for existing facilities and facilities adjacent to this project, if available.
- Existing geotechnical reports and data for existing facilities recently completed within the property and adjacent to the site, if available for reference only.
- Utility information (plans, maps, etc.) both current and archived within the CITY of Deer Park, if available.
- All available current CITY of Deer Park GIS, aerials and available survey information to date.

Public Involvement

- Provide guidance on selecting appropriate stakeholders for public meetings(s).
- Sponsor and conduct public meetings.

Field Surveying and Photogrammetry

- Provide all available survey and photogrammetry information to date.

Drainage

- Provide available information and studies on existing drainage areas on and off-site.
- Provide hydraulic design criteria for project design.
- Provide standard details and specifications as necessary to assist design CONSULTANT.

Miscellaneous

- Provide direction necessary for aesthetic treatment of proposed structures, amenities, parking and landscaping.
- Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay all filing; permit review, application and inspection fees.
- Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
- It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
- Provide any other pertinent information to assist design CONSULTANT.

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

The purpose of the services proposed herein is to provide professional consulting services consisting of but not limited to architecture, civil engineering, structural engineering, MEP engineering, landscape architecture, and hydraulic/hydrologic engineering necessary for the development of the Deer Park Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction (the project). The project is entirely within the City of Deer Park with access from Center Street and 12th Street. The CONSULTANT intends to work in effective cooperation with the CITY and provide all necessary plans and specifications needed for permitting/approval from regulatory entities to achieve an efficient and acceptable implementation of the project.

Program

CONSULTANT shall provide design services for the following general program elements (refer Project Area Map):

- Renovation to existing building based on programming and concept plan informed by public input process and approved by City. Concept plan based on minimal impact to existing floor plan and structure.
- Addition to existing building based on programming and concept plan informed by public input process and approved by City.
- Controlled Entry System
- On-site Utility improvements in support of improvements
- Parking improvements
- On-site drainage and storm conveyance
- Landscape and irrigation

NOTE: The list of general program elements is not all-inclusive. Additional program items may result from site reconnoitering and design development.

Construction Development Budget

A construction development budget for general program items is generally established at \$2 million dollars including professional fees and a 10% contingency.

Given the above stated general project information CONSULTANT will provide the following scope of basic services per task listed once the CITY has issued and executed this Task Order.

BASIC SERVICES

The proposed basic services, which are outlined below, shall include: project management| coordination, preliminary design, construction documents | regulatory entitlement, bidding assistance and construction phase services, design survey, geotechnical services, and materials testing.

PHASE 1: PROJECT MANAGEMENT | COORDINATION

This task will include the following activities:

- Coordinate a kick-off meeting with the design team and City to identify project goals, schedules and projected milestones. (1 meeting)

- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, subconsultant management and coordination, and preparation & processing of invoices.
- Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
- Perform Quality Control | Quality Assurance reviews.
- Attend Preliminary site visit/meeting, pre-development meeting, parks board presentation, DPCDC and City Council.
- Review all modifications and comments requested by jurisdictional and regulatory agencies with the City. (1 meeting)
- Coordinate and oversee revisions to drawings and assist City in submitting final documents to the appropriate agency(s) for final processing, approvals and permits.

*Meetings with Regulatory Entities other than the City to review construction documents are not included.

* All filing, permit review and application fees to be paid by City.

*Deliverable quantities for permitting to be determined by City; plans, specification, reports, etc. to be billed as reimbursable expenses.

PHASE 2: DESIGN DEVELOPMENT (9 weeks)

This phase will include the following:

- Prepare overall project base plan of existing conditions from available CITY provided data and concept plan prepared during programming phase to be used for project kick-off.
- Facilitate kick-off meeting with the design team and CITY to identify project goals, schedules and projected milestones from schematic design through construction. Identify additional participants and stakeholders to be included in design process (1 meeting).
- Conduct team site assessment to identify site opportunities and constraints (meeting combined with kick-off).
- Prepare preliminary design development drawings and updated OPCC including appropriate escalation factors and contingencies.
- Review preliminary design development drawings with OWNER (1 meeting)
- Prepare final preliminary design drawings and updated OPCC including appropriate escalation factors and contingencies.
- Present final design development drawings and OPCC to DPCDC (1 meeting).
- Present design development drawings and OPCC to CITY Council for approval to proceed with Construction Documents and Regulatory Approval (1 meeting).

PHASE 3: CONSTRUCTION DOCUMENTS AND PERMITTING (28 weeks)

Upon CITY's approval of the Preliminary Design and OPCC, the CONSULTANT will develop working/construction drawings and technical specifications necessary to construct the work. Construction drawings may include, but not be limited to the following information: general construction and project specific notes, demolition plan, architectural plans and details, structural and mechanical, electrical, plumbing, lighting plan, site construction details, grading, drainage, erosion/sedimentation/tree protection, and landscape and irrigation plans. CONSULTANT shall

compliment drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. CONSULTANT shall coordinate any utility needs and adjustment with the CITY and utility service provider(s). CONSULTANT shall assist CITY in submitting plans to regulatory entities for approval and permitting to be used for bidding and implementation of the project. This phase will include the following:

- Coordinate construction drawings with other team members.
- Prepare thirty percent (30%) renovation and/or construction drawings and OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments. (6 weeks)
- Review 30% renovation and/or construction drawings and OPCC with CITY (1 meeting).
- Prepare sixty percent (60%) renovation and/or construction drawings and OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments. (6 weeks)
- Review 60% renovation and/or construction drawings and OPCC with CITY (1 meeting).
- Prepare ninety percent (90%) renovation and/or construction drawings, specifications/project manual and OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments. (3 weeks)
- Review 90% renovation and/or construction drawings, specifications/project manual and OPCC with CITY and (1 meeting).
- Prepare final renovation and/or construction drawings, specifications, reports, permit applications, SWPPP and other documents required for permitting and construction; update OPCC including appropriate escalation factors and contingencies. Submit to CITY for review and comments. (5 weeks).
- Assist the OWNER in filing the appropriate plans and documents with Texas Department of Licensing and Regulation (TDLR) for accessibility compliance with the 2012 Texas Accessibility Standards (with review by independent Texas Registered Accessibility Specialist RAS).
- Review and address all comments requested by regulatory agencies, the CITY and city development review. (4 weeks)
- Revise drawings and submit documents to the appropriate agency(s) for final processing, approvals and permits (1 meeting).

NOTE: 1) *All filing, permit review, application and inspection fees to be paid by the CITY.*
2) *Deliverable quantities for permitting required by the CITY and/or regulatory entities; plans, specification, reports, etc. to be billed as reimbursable expenses.*

PHASE 4: BIDDING ASSISTANCE

Upon CITY's approval and permitting of Construction Documents, CONSULTANT shall assist CITY during the bidding process. This phase will include the following services:

- Coordinate the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the CITY's requirements.

- Attend and assist the CITY with a pre-bid conference (1 meeting).
- Address contractor RFI's, prepare and issue addenda as required.
- Attend and assist the CITY with bid opening, review/evaluate bids including alternates (1 meeting).
- Provide written recommendation to CITY. Contingent upon project construction delivery method.
- Once approved by CITY Staff, attend CITY Council meeting for award of construction contract as required (1 meeting).

PHASE 5: CONSTRUCTION PHASE SERVICES

CONSULTANT shall assist CITY during the construction process. CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and CONSULTANT shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. CITY will provide and pay for construction inspection and materials testing services. This phase will include the following:

- Assist CITY with Issuing the Notice to Proceed and assisting with acquiring executed contracts, bonds and insurance from the contractor.
- Attend and assist the CITY in conducting and overseeing a pre-construction meeting (1 meeting).
- Construction observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups (as required).
- Conduct and oversee monthly progress meetings. Estimate construction time 8 months (8 meetings). Consultant will be responsible for recording and keeping minutes of all meetings with City staff and distributing within 48 hours of the meeting date.
- Review and approve contractor's monthly Application and Certification for Payment.
- Attend and assist CITY with substantial completion inspection(s) and walk-thru including TAS inspection; issue punch list and letter of substantial completion for incomplete items including time for completion (1 meeting).
- Attend and assist CITY with final inspection for acceptance of project and issue letter of concurrence (1 meeting).
- Assist CITY in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Review and approve contractor's final Application and Certification for Payment including retainage.

PHASE 6: PROJECT DESIGN SURVEY (4 weeks)

This phase will include the following:

- Conduct preliminary survey meeting with design team and CITY staff to confirm limits of survey work for the project area.
- Conduct horizontal and vertical control survey on State Plane Grid and North American Vertical Datum of 1988, NAVD88. Establish a minimum of four (4) bench marks.
- Boundary verification survey.
- Topographic survey with one-foot contours, locations of above-ground and visible improvements and utilities, overhead utility locations, and hardwood trees 3" and up, existing walks, structures, light standards, and misc. appurtenances with the project area.
- Underground utility locates identified through Texas 811.
- Contact Deer Park Utilities for locates related to wet and dry utilities within the property.
- Contact Parks and Recreation Department for identification of irrigation and other utilities as needed.
- Drainage appurtenance including culvert pipe or opening sizes and flowlines.
- The graphical location of the property lines, right-of-way lines, and easements for the project area.
- The graphical location of water, wastewater, utilities including manholes, flowlines and invert elevations.
- Design survey of all available and identified information above to be provided in AutoCAD format.

PHASE 7: GEOTECHNICAL SERVICES (4 Weeks)

CONSULTANT will perform geotechnical investigation for determination of structural foundation and pavement design needs. A report documenting the findings and recommendations of the geotechnical investigation, including all boring logs and other test results will be submitted to the CITY upon completion of the investigation. The facilities being considered in this study are a building expansion, shaded entry ramp, parking lot, and internal driveway. The proposed structures are anticipated to create relatively light structural loads to be carried by the foundation systems. Floor systems consisting of slabs-on-fill or piers are expected to be preferred, provided expansive, soil-related movements will not cause structural performance concerns.

The scope of work efforts proposed herein will include identification of location(s), investigative drill testing, sampling and assessment and analysis of the potential for subgrade structural needs as necessary to ensure proper design for facilities. Based on the general program elements defined, the following bores will be provide: two (2) borings within the building expansion area to approximate depth of 20 ft. and two (2) parking lot borings within parking areas to approx. depth of 5 ft. The geotechnical engineering report shall include but not be limited to general site conditions, bore location plan, foundation design considerations and recommendations, foundation construction considerations, and general pavement thickness design and construction recommendations for parking areas.

PHASE 8: CONSTRUCTION MATERIALS TESTING (6 months)

Refer Exhibit B for construction materials testing estimate. Note that CME has made various assumptions regarding the types of tests that will be required for the project and the frequency of tests based on available information. CME should be contracted once the construction plans have been finalized and a general contractor has been selected for the project in order to determine if any changes should be made with respect to the assumptions used to develop this proposal.

PHASE 9: PRELIMINARY DRAINAGE INVESTIGATION (4 weeks)

This phase will include the following:

- Attend and assist the CITY in conducting and overseeing a pre-construction meeting (1 meeting).
- Obtain and evaluate the existing site conditions.
- Prepare an Existing Condition hydrologic simulation to evaluate the potential impacts of the proposed enhancements. This task includes delineating drainage basins, computing hydrologic parameters and developing a HEC-HMS simulation.
- Prepare an Ultimate hydrologic simulation to evaluate the potential impacts of the proposed enhancements. This task includes adding the proposed ultimate build out features and evaluating the detention requirements.
- Compute (tabular format) proposed volume that may require mitigation.
- Conceptually identify potential locations to mitigate potential impacts.
- Prepare brief drainage memorandum describing methodologies, assumptions and results.

Excluded Items:

- *Floodplain Hydraulic Analysis (Current Effective FEMA information will be used to define the limits of the floodplain)*
- *Environmental Analysis*

Opinion of Probable Construction Costs (OPCC) Disclaimer

Opinion of probable construction costs provided by the CONSULTANT are based on the CONSULTANTS's familiarity with the construction industry and are provided only to assist the CITY throughout the design process; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of the opinion of probable construction costs. Throughout the design process the CONSULTANT will assist the CITY in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

ADDITIONAL SERVICES

The following services are not included within the scope of basic services unless previously discussed above. Should CONSULTANT be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the CITY.

Additional Services may include, but not be limited to, the following:

- Increase in construction documentation, regulatory entitlement, bidding assistance and construction phase services resulting from increase development budget of more than 10%.

- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications not included as part of phase 1 development.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Traffic Impact Analysis.
- Traffic Control Plans.
- Design for site elements other than pre-engineered structures.
- Gas, Telephone/Communication design.
- Design of utility extension(s) to the project site.
- Services required after final acceptance of construction work.
- Preparation of record documents from contractors as-built drawings.
- Detailed Flood Plain Analysis.
- Hydrologic Analysis.
- CLOMR and/or LOMR
- Permitting through Army Corp of Engineers (USACE).
- Geotechnical investigation for structures not accounted for in basic scope of services.
- Environmental services.
- Geological Assessment
- Archeological Assessment.
- Hazardous Site Assessments.
- Construction Staking.
- Property Title Research
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Easement acquisition or vacation including preparation of easement documents.
- Preparation and processing of Waivers, Variances or Exceptions.
- Land Acquisition services.
- Any services related to ROW acquisition.
- Any design work that will require work in the ROW or impact traffic entering and exiting the public and private ROW.
- ROW mapping exhibits and meets and bounds documentation required for ROW acquisition. City Land Acquisition/ROW mapping requirements to be used.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Providing services other than those outlined in scope of services.

PROJECT AREA MAP



ATTACHMENT “B”

Fee Schedule & Reimbursable Expenses for

Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction

City of Deer Park, Texas

For the basic services stated previously, the lump sum fee shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period including any deliverables associated with such phase, subject to Owner review and approval. Reimbursable Expense will be performed on a maximum not to exceed manner.

| BASE SERVICE TASK | FEES |
|--|-----------------|
| PHASE 1: Project Management Coordination | \$ 6,000 |
| PHASE 2: Design Development | \$ 62,000 |
| PHASE 3: Construction Documents and Permitting | \$ 82,500 |
| PHASE 4: Bidding Assistance | \$ 8,750 |
| PHASE 5: Construction Phase Services | \$ 30,750 |
| PHASE 6: Project Design Survey | \$ 4,000 |
| PHASE 7: Geotechnical Services | \$ 9,000 |
| PHASE 8: Construction Materials Testing | \$ 13,000 |
| <u>PHASE 9: Preliminary Drainage Investigation</u> | <u>\$ 9,500</u> |
| TOTAL FOR BASIC SERVICES | \$225,500 |
| Reimbursable Expenses | \$ 2,500 |

ATTACHMENT “C”

Fee Schedule & Reimbursable Expenses for

Maxwell Center Expansion and Parking Lot Improvement – Phase 1 Design and Construction

City of Deer Park, Texas

ARCHITECT is prepared to begin services necessary for completion of the work identified within Attachment “A” Scope of Work upon execution of the Task Order and it is the intent of the ARCHITECT to work with the OWNER to meet the reasonable expectations for delivery of basic services. It is anticipated to take approximately nine (9) months upon Notice to Proceed to complete design through bidding phases. It is anticipated to take approximately eight (8) to twelve (12) months upon completion of bidding phase to complete construction contingent on contractor’s availability and schedule. ARCHITECT is not responsible for delays incurred by regulatory or reviewing entities.