

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the “City”, and **The LaBiche Architectural Group, Inc.**, hereinafter called “Company” , located in Beaumont, Texas in connection with the following project.

Re-roofing City Maintenance Facility, 3120 Church Street

The City desires that the Company perform certain professional architectural services in connection with the Project utilizing architects employed by the COMPANY; and the COMPANY represent that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein and in those documents, attached and incorporated for all purposes: Exhibits A, B, and D, identified as Responsive Proposal from COMPANY.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional architectural services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY’s basic services consist of the following and include the customary architectural services.
- b. The COMPANY shall manage the architectural services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City’s approval a schedule for the performance of the architectural services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and

- shall respond to applicable design requirements imposed by those authorities and entities.
- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work can be found on Exhibit A.
2. Time of Performance - The services as set forth in Exhibits A, B and D shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 40, 60, 100, and 110 days respectively from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
 3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
 4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
 6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
 7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this professional services shall not exceed **\$31,190.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
 - i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.

- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
- a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet at www.smartsheet.com* and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
- a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;

- Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Architect of Record, but someone with the technical knowledge and not directly related to the project.
 - c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable; Company is responsible for submitting the permit application and coordinating expeditiously with the respective agencies until permit approval, but is not responsible for agency delays beyond the Company's control.
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
- l. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Architect of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in *Smartsheet*;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

- c. Conduct a Pre-Bid Conference between the Architect, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Architect's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
- vii. Construction Phase:
- a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
- viii. Invoice Design Phase -- all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
- a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
8. The City will comply with Texas law in paying and/or disputing invoices.
9. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
10. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense

on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

11. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
 - a. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

14. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation
- Insurance coverage shall be on an "**occurrence basis**"
18. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
19. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
20. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
21. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.

22. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
23. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

The LaBiche Architectural Group, Inc.

BY: _____

BY:  _____

NAME: Brian Maxwell

NAME: Dohn H. Labiche, FAIA

TITLE: City Manager

TITLE: Principal

DATE: _____

DATE: _____

Approved As To Form

 City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

EXHIBIT A



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FALA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409)860-0197
Fax: (409)860-0198
www.labiche.com

March 25, 2019

Mr. Charles Kenworthy
City of Galveston - Facilities Department
823 Rosenberg
Galveston, Texas 77550

Re: Re-roofing City Maintenance Facility, 3120 Church Street

Dear Mr. Kenworthy,

We appreciate the opportunity to submit this proposal for Architectural Services to Re-roofing City Maintenance Facility, 3120 Church Street for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to the City of Galveston (hereinafter "Client") the services described below for the compensation described below.

ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

Assessment

1. Perform a visual survey and assessment of roof conditions at 3120 Church Street.

Assessment Procedures

The following procedures will be taken to obtain information required to accurately assess the condition of each facility.

1. Conduct a visual inspection of the metal roofs, rooftop equipment, associated flashings and all other roof related features and assemblies.
2. Photograph / document roof conditions and specific flashing conditions as appropriate for assessment.
3. Structural assessment of roof purlins for conformance to TDI Insurance Requirements.

Construction Documents

1. Provide Construction Documents for use by Client to obtain bids for roofing repairs and replacement.
2. Structural Design for additional structural members as required to conform to the TDI Windstorm Insurance requirements.

Bidding

1. Assist Client in obtaining and evaluating bids/proposals for roofing work.
2. Draft Owner Contractor agreement with successful bidder.

Construction Observation

1. Make bi-weekly inspections of completed work to verify compliance with Construction Documents.
2. Review and evaluate roofing submittals.
3. Review and evaluate contractor pay requests.

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Re-roofing City Maintenance Facility

4. Conduct final inspections and gather warranty documents for release of contractor retainage.
5. Yearend evaluation of work under warranty.

Compensation

The scope of work outlined above will be performed for Nine percent (9%) of the cost of construction plus reimbursable expenses. Probable Cost of Construction is estimated to be Three Hundred and Forty-Six Thousand, Five Hundred and Sixty Dollars (\$346,560.00). Estimated fee to be Thirty-One Thousand, One Hundred and Ninety-One Dollars (\$31,190.00).

Additional Services:


1. Additional services are any services performed by Architect for the Client beyond those specifically listed in this Agreement and can be provided at the Client's request for the rates included on the attached Hourly Rate Schedule.
2. Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

The Client agrees to the following:

1. Prompt payment of fees. Fees shall be due within thirty (30) days of receipt of invoice from Architect.
2. No amount of retainage or other limitation shall be withheld from any fees due except in the case of failure to perform under the agreement.

Should the above meet with your approval please sign and return a copy of this proposal to our office.

The LaBiche Architectural Group, Inc.:

 _____ (Signature)	Dohn H. LaBiche, FAIA, Principal _____ (Printed Name / Title)	_____ (Date)
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City of Galveston:

_____ (Signature)	_____ (Printed Name / Title)	_____ (Date)
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Proposal for
Re-roofing City Maintenance Facility

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	85.00
Intern Architect I	70.00
Draftsman	60.00
Secretarial	45.00
Draftsman	25.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

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

**Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900**