

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with Perkins+Will, Inc.

THIS CONTRACT is entered into on this 4th day of April, 2017, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or his designee, and **Perkins+Will, Inc.** (“hereinafter referred to as “Consultant”) whose address is **10100 N Central Expressway, Suite 300, Dallas, TX 75231**

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for **PROFESSIONAL CONSULTING, ARCHITECTURAL AND ENGINEERING SERVICES**; and

WHEREAS, Consultant is a firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II. Scope of Services

Consultant shall perform such services as are necessary for **CARROLLTON FACILITIES CONCEPTUAL BOND PLANNING** specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed **FORTY THOUSAND and No/100 Dollars (\$40,000.00)**. This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions

of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV. **Revisions of the Scope of Services**

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

V. **Term**

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. **Contract Termination Provision**

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract. Consultant shall have no liability for claims, damages or expenses arising out of the City's reuse of the documents, not related to the Project, without the Consultant's involvement in such reuse.

VIII.
Insurance Requirements

- A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or

negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 - 3.. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

IX.

Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII.
INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

Consultant shall indemnify the City for indemnified items shown above to the extent such damages or costs arise out of the negligent, acts, errors or omissions of Consultant or anyone for whom the Consultant is legally liable.

XIII.
Independent Contractor

Consultant's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XIV.
Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XVII. Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will

not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this Contract to be mailed to City shall be sent to the address of City's agent as follows, unless and until Consultant is otherwise notified:

**Director of Engineering
Engineering Department
City of Carrollton
Post Office Box 10535
Carrollton, Texas 75011.**

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

**Phil Callison, Principal
Perkins+Will, Inc.
10100 N Central Expressway, Suite 300
Dallas, TX 75231**

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as

required in accordance with Consultant's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Carrollton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF CARROLLTON

By: _____

Erin Rinehart

City Manager

Date Signed: _____

ATTEST:

Laurie Garber
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith Ladd
City Attorney

Cesar J. Molina, Jr. PE
Director of Engineering

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**PERKINS+WILL, INC.**

By: \_\_\_\_\_

Name: Phil Callison

Title: Principal

Date Signed: \_\_\_\_\_

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2017, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of **Perkins+Will, Inc.**, a \_\_\_\_\_ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Perkins+Will, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

## **BOND ITEMS SCOPE VERIFICATION AND COST ESTIMATE**

### **SCOPE OF SERVICES**

- 1. EXHIBIT.** This is an exhibit attached to, made a part of and incorporated by reference into the Agreement between CITY and UNDERSIGNED providing for Professional Services.
- 2. DESCRIPTION OF PROJECT: Bond Items Scope Verification and Cost Estimate**
  - a. General Description**
    1. Meetings with Capital Improvements Manager, Department Heads and appropriate staff for scope verification of six primary proposed bond projects within the City of Carrollton, Texas.
    2. Provision of major building/expansion components and/or conceptual site plans for five primary potential bond projects.
    3. Provision of cost estimates for six primary potential bond projects.
    4. Provision for supplementary cost estimates for additional bond projects previously scoped by city staff.
- 3. LIST OF PROFESSIONAL SERVICES.** UNDERSIGNED shall provide or arrange for services to be provided as listed below and as further described in this exhibit. Perkins+Will will provide scope development, verification, sketches, and cost estimating for the following City of Carrollton potential primary projects:
  - a. Carrollton Jail Renovations
  - b. Crosby Recreation Center Renovations
  - c. Rosemeade Rainforest & Aquatics Center Renovations
  - d. Rosemeade Recreation Center Renovations
  - e. Fire Training Center Replacement with consideration for EOC
  - f. Central Services Renovations

Undersigned will provide scope verification and cost estimating for the following City of Carrollton potential projects previously scoped by city staff:

- a. City Hall paving, exterior lighting and accessibility improvements
- b. Perry Museum barn and restroom buildings
- c. Fire Station #5 interiors
- d. Fire Station #6 interiors
- e. General building assessments of other existing facilities as work authorizations.

**4. PROFESSIONAL SERVICES.** UNDERSIGNED shall prepare preliminary drawings, studies, estimates and other documents in the performance of Professional Services described below. The UNDERSIGNED shall be responsible for the coordination and management of all drawings and design documents relating to the UNDERSIGNED's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by the UNDERSIGNED, by the UNDERSIGNED's consultants, or by others. The UNDERSIGNED shall be responsible for coordination and internal verification of all drawings including the accuracy of all dimensional and layout information contained therein. UNDERSIGNED in performance of their duties is also responsible that the related services comply with the City's General Design Standards, City Code of Ordinances, City landscape requirements, applicable state and federal laws, regulations and statutes and applicable industry standards.

- a. Scope Development & Verification.** Attend meetings with appropriate City staff for verification of the scope of proposed projects. Provide meeting minutes of each meeting. Determine the City's proposed budget for each project. Review proposed projects for general building code compliance and compliance with City of Carrollton ordinances. Determine the availability of utilities for each project based on utility information provided by the City.
- b. Building Components and Sketches.** Provide conceptual level planning to establish major building components and overall building size estimate along with

verification of site availability. Provide a proposed spatial relationship diagram for the project.

- c. Cost Estimates.** Provide preliminary estimate of probable construction cost for each of the items listed in paragraph 3 "List of Professional Services" above. Estimates are to reflect current construction costs. Coordinate estimates with City's proposed mark up and contingency for projected construction costs.
- d. General Building Assessments as necessary.** Assist the City in determining the general scope and feasibility of the proposed renovations and additions to additional facilities as requested as paid as Additional Services. Provide generalized construction costs associated with projected demolition and new construction for the purpose of determining the scope of the potential projects.
- e. Deliverables.** Final submittals will be presented in a single bound 8½" x 11" report format with individual sections and exhibits for each project site. Up to two each full size sheet (24"x36") exhibits will be made available of sketches and floor plans on request of the City. Final submittal shall be in three reproducible hard copy reports, accompanied by all files in their native electronic format (MS Word, MS Excel, AutoCAD, etc), AND electronic files of each report and exhibit in either tiff or Adobe Acrobat (pdf) format. Electronic copies shall be made available at any time during design upon request of the City in a format compatible with current releases of Microsoft Office products or AutoCAD.

**5. CITY RESPONSIBILITIES.** The CITY will provide information regarding objectives and requirements for the Project.

- a. The CITY will designate a single representative to act in its behalf, with respect to the Project who shall coordinate internal review of documents submitted by the UNDERSIGNED and, in accordance with Article II of the Agreement for Professional Services and to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the UNDERSIGNED'S services.

- b. The CITY agrees to report promptly in writing to the UNDERSIGNED any fault or defect in the UNDERSIGNED'S services or non-conformance with the provisions of this agreement.
- c. The CITY will provide UNDERSIGNED with CITY construction standards to include design details and specifications, and CITY review procedures, as may be required for this Project.
- d. The CITY will provide available electronic, prints or reproducible copies of other site conditions information if available in its files to include - CITY plans, base maps, zoning maps, legal descriptions, plats, subdivision and street plans, aerial photographs, topographic maps, utility locations, and the like as are related and significant to the performance of the Professional Services.
- e. The CITY's Project Representative will coordinate and process permits or approvals or studies that may be required by others with jurisdiction over this Project, except for those specifically the responsibility of UNDERSIGNED as stated above.
- f. CITY staff will be responsible for making all presentations to CITY Council, associated CITY boards or other public meetings.
- g. The CITY or its designee will be responsible for any issues related to development in the floodplain or for mitigating impacts any portions of this Project may have with regard to the floodplain. This responsibility includes any environmental, archeological or cultural studies or reports that may be required by the CITY or others. UNDERSIGNED will coordinate with the CITY or its designee with respect to the field earthwork balance that may be required to comply with the City's Floodplain Ordinance. The UNDERSIGNED shall design all improvements in a manner that avoids the import of soil or other fill material in the floodplain.
- h. The CITY will coordinate and establish the times for all meetings between the UNDERSIGNED and CITY staff. City agrees to combine and group required meetings in a manner that minimizes individual trips for the UNDERSIGNED.

**6. SCHEDULE & TIME FOR COMPLETION.** UNDERSIGNED agrees to complete and submit all work required by CITY as follows: Submit final reports, costs estimates and sketches described above to the CITY on or before May 15, 2017 unless otherwise approved by the Director of Engineering.

**7. POTENTIAL ADDITIONAL DESIGN SERVICES.** Additional services, new design or re-design as may be requested and may be performed for the convenience of the CITY shall be authorized in writing, and shall be performed with additional compensation for UNDERSIGNED. Additional services and compensation shall be as negotiated between UNDERSIGNED and CITY and agreed upon in a separate or supplemental agreement after authorization of the CITY staff or CITY Council of the CITY of Carrollton.

Potential additional design services may include:

Surveys, detailed record drawings of existing facilities, detailed complete building code analysis of existing buildings, exhaustive studies of existing building systems including but not limited to HVAC, electrical, plumbing, and structural.

**8.** UNDERSIGNED agrees that CITY may review any and all work performed by UNDERSIGNED on this Project.

**END OF EXHIBIT A**

**BOND ITEMS SCOPE VERIFICATION AND COST ESTIMATE**

**COMPENSATION**

1. This is an attachment to, made a part of and incorporated by reference into the Contract between CITY and CONSULTANT providing for Professional Services.
2. CONSULTANT will accomplish the work presented in Attachment A of this Contract. Payment for all services, consultants and expenses described in Attachment A shall be in the amount not to exceed **Forty Thousand Dollars and no cents (\$40,000.00)**, detailed as follows:

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| Potential Bond Items Scope Verification & Cost Estimate      | \$30,000        |
| Allowance: Additional Services                               | \$10,000        |
| <b>TOTAL FEE ALL SERVICES, CONSULTANTS AND REIMBURSABLES</b> | <b>\$40,000</b> |

*NOTE: The maximum overall fee established herein shall not be exceeded without prior written authorization from the CITY based on increased scope.*

3. The aforementioned fee includes allowances for optional items. The CONSULTANT agrees to only proceed with charges against these elements with the prior written approval of the CITY. Should these services be deemed unnecessary, the amounts listed will be deducted from the contract at the close of the Project.
4. CONSULTANT will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a percent complete basis of each task in the overall project. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work.

**EXHIBIT B** to Agreement for Professional Services between the City of Carrollton, Texas (CITY) and Perkins+Will, Inc. (CONSULTANT), dated April 4, 2017.

5. The undertaking of CONSULTANT to perform professional services under this Contract extends only to those services specifically described herein. If, upon the request of the CITY, CONSULTANT agrees to perform additional services hereunder, the CITY shall pay CONSULTANT for the performance of such in accordance with Article IV (Revisions of the Scope of Services) of this contract. CONSULTANT agrees to submit a written opinion of probable costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the cost submitted in the opinion.

**END OF EXHIBIT B**