

# Exhibit A

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## **SUPPLEMENTAL AGREEMENT AND INITIAL INFORMATION**

under the MASTER AGREEMENT  
dated July 28th, 2020  
between the Owner and Architect

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### **AGREEMENT**

made as of the 28th day of July in the year of Two Thousand Twenty

**BETWEEN** the Owner:        **DENTON INDEPENDENT SCHOOL DISTRICT**

and the Architect:        **Pfluger Architects, Inc.**

For the following Project:    Denton Elementary School #25, Sandbrock Ranch Development, Aubrey,  
Texas

The Owner and Architect agree as set forth below:

**TERMS AND CONDITIONS OF SUPPLEMENTAL AGREEMENT BETWEEN OWNER AND ARCHITECT**

Articles 1 through 13 of the Master Agreement dated July 28th, 2020 are attached to this Supplemental Agreement and Initial Information Form, (hereafter referred to as "Supplemental Agreement") incorporated into it by reference and made as fully a part of this Supplemental Agreement as if completely set forth herein. The Owner and Architect further agree that the following terms, conditions, and services modify, replace, and/or supplement the Master Agreement for the project described herein.

**ARTICLE 1 – INITIAL INFORMATION:**

**1.1 Scope of Services:**

- Re-site Elementary School #24, Union Park Elementary School;
- Mirror the layout to provide proper site orientation;
- redesign the entry/exterior to create an individualized appearance;
- change the mechanical system from geo-exchange to variable refrigerant flow; and
- any other changes to the design or scope shall be negotiated as an additional service.

**1.2 Budget:**

Owner's budget exclusive of Owner-provided improvements designed, specified, or drawn by the Architect for Cost of the Work for all onsite construction to include variable refrigerant flow HVAC system:

\$28,150,000

Once a budget for the Owner-provided improvements are identified, the Architect's fee shall be adjusted accordingly.

**1.3 Key Dates:**

Major project milestone dates:

Issue Construction Documents for Bidding & Negotiations: November 20, 2021  
Start Construction: February 1, 2021  
Substantial Completion: March 31, 2022

**ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES:**

**3.1 Disciplines of Services to be provided; (check those which are provided as Basic Services)**

- Architectural
- Structural Engineering
- Landscape Architectural
- Civil Engineering
- HVAC Engineering
- Plumbing Engineering
- Electrical Engineering
- Fixed Equipment
- Food Service Facilities Design
- Telecommunications/Data
- Other Services as identified in 4.1 of the Master Agreement*

Below is a list of identified consultants that will be included on the project team:

Structural Engineering:	To be determined by mutual agreement of both Owner and Architect
Electrical Engineering:	To be determined by mutual agreement of both Owner and Architect
Plumbing Design:	To be determined by mutual agreement of both Owner and Architect
Mechanical Engineering:	To be determined by mutual agreement of both Owner and Architect
Service Design Consulting:	JMK Foodservice Design Consultants
Roofing and Envelope Consulting:	Armko Industries
Technology Consulting:	Jon Warren

**3.2 Below are the representatives for the architectural firm:**

Principal-in-Charge: Terry Hoyle  
Senior Project Architect: Alex Zulas  
Lead Designer: Tony Plascencia

**ARTICLE 4 - ADDITIONAL SERVICES:**

**4.1 Required Additional Services** *(check those which apply)*

- Landscape Design
- Civil Engineering
- Clarification on these and Other Services identified in 4.1 of the Master Agreement

Below is a list of identified consultants that will be assigned by Denton I.S.D. and contracted by Pfluger to be included on the project team:

Landscape Architectural: Ramsey Landscape Architects  
 Civil Engineering: RLK Engineering

**4.2 Optional Additional Services**

Services listed below are not included in the *Basic Services* or the *Required Additional Services* but may be required for the Project. The Architect shall provide the *Optional Additional Services* only if specifically directed by the owner.

- None identified as of date of this Agreement.

**ARTICLE 5 - OWNER'S RESPONSIBILITIES:**

**5.1 Owner Responsibilities**

The Owner responsibilities shall include the following:

*(Check those which apply)*

- A. Suggested schedule
- B. Legal description of the site
- C. Certified land survey
- D. Geotechnical, tests, hazardous materials information
- E. List (including samples) of required certificates
- F. Other: Commissioning as required by the 2015 International Energy Code
- G. Other: Third-Party Tornado Shelter Review

**5.2 Owner Representatives**

The following administrative staff shall serve as the representatives of the Owner:

Paul Andress, Executive Director of Operations  
 Garry Ryan, Executive Manager of Construction, Planning & Growth

**ARTICLE 11 – COMPENSATION:**

**11.1 Anticipated Fee for Basic Services per Section 1.2 exclusive of Owner-provided improvements designed, specified, or drawn by the Architect:**

Re-site Elementary School #24, Union Park Elementary School:	4.00%	\$1,126,000
Mirror a portion of the layout to provide proper site orientation:	.00%	\$0
Redesign the entry/exterior to create an individualized appearance:	.50%	\$140,750
Change the mechanical system from geo-exchange to variable refrigerant flow:	<u>.25%</u>	<u>\$70,375</u>
<b>Total Fee for Basic Services:</b>	<b>4.75%</b>	<b>\$1,337,125</b>

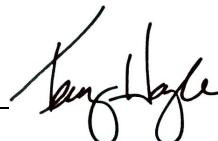
This Agreement entered into as of the day and year first written above.

**OWNER: DENTON INDEPENDENT SCHOOLS DISTRICT**

**ARCHITECT: PFLUGER ARCHITECTS, INC.**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*



Barbara Burns, Board President  
*(Printed Name and Title)*

Terry N. Hoyle, Managing Principal  
*(Printed Name and Title)*