

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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(A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) ☒ Action Item

Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE CONTRACT FOR ARCHITECTURAL SERVICES.

(C) **Funding source: Identify the source of funds if any are required.**

(D) **Clarification: Explain any question or issues that might be raised regarding this item.**

SEE ATTACHED MEMORANDUM.



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

MEMORANDUM

To: Mr. Ignacio Saucedo, Board President

From: Gilberto Gonzalez, Superintendent of Schools

Subject: **ARCHITECTURAL SERVICES**

Date: February 4, 2015

This Agenda Item is being submitted for the approval of *Architectural Services Contract* for the roof ventilation system for the crawl space under the foundation at Eagle Pass High School.

Attached is the Contract between Davis Powell, Architect and Eagle Pass Independent School District.

GG/hm



February 4, 2015

Mr. Gilbert Gonzalez, Superintendent
Eagle Pass Independent School District
1420 Eidson Road
Eagle Pass, TX 78852

Re: Amendment #1
Proposal for Architectural Services
5 Year Facility Plan Contract
Eagle Pass High School Crawl Space Ventilation System

Dear Mr. Gonzalez,

Per the terms of our agreement for work on the 5 Year Facility Plan Project, Article 11.2.1 we are submitting the following proposed fee and scope of work to be provided for the Eagle Pass High School Crawl Space Ventilation System identified in the 5 year plan as Priority 1 item #1.29:

Proposed Fee:

6% of the contract for construction

The project will require a mechanical engineer to coordinate the mechanical fan needs for the project and is therefore considered a High Intensity Remodel project as noted on our 10/1/14 Proposed Fee Schedule.

The estimated cost of the improvements is \$50,000. Therefore, the associated design fee will be \$3000.00.

Proposed Scope of Work:

The crawl space at the Eagle Pass High School was identified as a source of condensation leading to moisture related issues inside the school. We propose the following scope of work to eliminate the problem:

Survey existing building to calculate current ventilation available
Review current codes and guidelines for ventilation required
Recommend mechanical and natural ventilation improvements to meet current codes and guidelines
Develop bid package for the installation of approved recommendations
Assist in bidding and award of improvement contract
Observe improvement installation
Develop Punch list of improvement defects
Monitor warranty items for 1 year

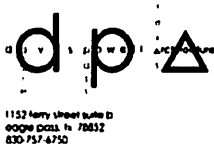
Thank you for any consideration given this proposal. Please call 830-757-6750 with any questions.

A handwritten signature in black ink, appearing to read 'Davis Powell', is written over a horizontal line.

Davis Powell, Architect

Amendment Accepted: _____ Date: _____

Printed Name and Title: _____



October 1, 2014

Mr. Gilbert Gonzalez, Superintendent
Eagle Pass Independent School District
1420 Eidson Road
Eagle Pass, TX 78852

Re: Proposal for Architectural Services
5 Year Facility Plan Projects

Dear Mr. Gonzalez,

Thank you for your consideration of our firm to provide services for the 5 Year Facility Plan Projects for the Eagle Pass Independent School District. The following is our proposed Fee schedule and a summary description of the work to be provided as part of these services:

Scope of Service:	Proposed Fee:	Comments:
Request for Proposal (RFP) development and Construction Administration (CA) for FIRE ALARMS	1% of contract for construction	As part of our long term relationship with EPISD, we have provided the RFP documents and specifications for the district wide fire alarm systems. These documents were provided to EPISD on 9/25/14. The proposed scope of work is for the observation, construction administration, and certification of pay applications for the project.
RFP development and CA for district wide ROOFING	3.5% of contract for construction	Scope of work would include drawings and specifications for each campus, Observation of installation, and certification of pay applications.
RFP development and CA for High Intensity REMODEL Projects	6% of contract for construction	Scope of work would include design and construction administration of complicated projects that would require hiring Structural Mechanical Electrical and Plumbing Engineering consultants. Examples of this type of project would be remodeling the Old Jr. High or Austin Elementary.
RFP development and CA for Low Intensity REMODEL projects	3.5% of contract for construction	Scope of work would include the design and construction administration of low intensity remodel projects that would not require consultant participation. An example of this type of project would be the LDC remediation project.
RFP development and CA for NEW projects	5% of contract for construction	Scope of work would include design and construction administration of a new building that would require hiring Structural Mechanical Electrical and Plumbing Engineering consultants. Examples of this type of project would be new field houses at the high school campuses.
RFP development for Specialty engineering projects	Lump sum per job by consultant - no mark up by DPA	As part of our long term relationship with EPISD, we will assist EPISD in acquiring engineering services for specific projects. An example of this type of project includes the LDC drainage improvements and EPJH Kilowatt Easement Survey.

"The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas";
Contact TBAE @ P.O. Box 12337, Austin Texas 78711 (512) 305-9000 CustomerService@tbae.state.tx.us



1152 Terry Street Suite B
Eagle Pass, TX 78852
830-757-6750

Terms:

No reimbursable expenses will be charged to EPISD.

If this proposal is considered agreeable, we will provide the AIAB101 Standard Agreement between Owner and Architect with Standard EPISD amendments.

Thank you for any consideration given this proposal. Please call 830-757-6750 with any questions.

Davis Powell, Architect

**EAGLE PASS ISD'S STANDARD ADDENDUM TO
ABBREVIATED STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT
AIA B151-1997**

Purpose and Parties: The following serves to modify the Abbreviated Standard Form of Agreement Between Owner and Architect, AIA B151-1997, entered into by and between Eagle Pass Independent School District (Owner) and Davis Powell (Architect).

Project: 2014 Five Year Facility Study Projects

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1.1 Add this subparagraph as follows: "Services performed by Architect shall be conducted in a manner consistent with the highest level professional standard of care and skill exercised by architectural professionals currently practicing and providing services for projects which are similar in size, scope, and budget to the Project, incorporating the latest technology appropriate, and in compliance with applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind that, to Architect's knowledge, information and belief, will limit or prevent performance of Architect's services. Should the Architect fail to comply with the standard of care required herein, the Architect's responsibilities under this Agreement, or the applicable laws, regulations, codes, ordinances, and orders, Architect hereby agrees to bear the full cost of correcting Architect's services and the services of its consultants. Further, Architect shall call to Owner's attention, in writing, anything of any nature in Architect's drawings and specifications and any drawings, plans, instructions, information, requirements, procedures, and other data supplied to Architect (by Owner or any other party) which Architect regards in Architect's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished."

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Add the following: "Owner's approval of the Design Development Documents shall neither relieve Architect of its professional duties under this Agreement nor shift to Owner responsibility for design defects."

2.3.2 Revise the paragraph as follows: "The Architect shall advise the Owner of (1) any adjustments to the preliminary estimate of Construction Cost, and (2) any conflict with the Project budget."

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.4 Add the sentence: "Architect's assistance in this respect shall include preparation of the appropriate application forms and necessary Construction Documents."

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.2 Revise the first sentence as follows: "...and in the 1997 edition of AIA Document A201, General Conditions of the Contract for Construction, as modified, unless otherwise provided in this Agreement."

2.6.4 Delete the first sentence and substitute the following in its place: "The Architect shall be a representative of, shall advise and consult with, and serve the best interests of the Owner during administration of the Contract for Construction."

2.6.5 Delete the first and second sentences and substitute the following: "The Architect, as a representative of the Owner and in the Owner's best interests, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and Architect in Article 12, (1) to ^{observe} ~~inspect~~ the work and keep the Owner informed of the progress and quality of the portion of the Work completed by a written report each month until time of Substantial Completion, (2) to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents."

Owner _____ Architect 

However, the Architect shall make weekly (more or less, depending on construction activity and as determined by the Architect in carrying out its obligations hereunder) on-site visits to ~~inspect~~ the quality and quantity of the work. Representation necessary to carry out the foregoing services shall be Basic Services." *Observe DP*

2.6.6 Delete and substitute the following: "That Architect shall promptly notify Owner in writing of any observed or known deficiencies and deviations from (1) the Contract Documents, and (2) the most recent construction schedule submitted by the Contractor. Architect shall reject such deficient work or deviation unless the Owner excuses the work in writing within three days of being notified."

2.6.7 Delete and substitute the following: "The Architect and Owner shall at all times have access to the Work and construction documents whenever it is in preparation or progress."

2.6.10 Revise a portion of the first sentence as follows: "The Architect shall have authority to and shall reject Work that does not..."

2.6.12 Add the following: "The foregoing shall not serve to relieve the Architect of his duties and obligations herein on matters reasonably coming within his knowledge or observation."

2.6.18 Delete in its entirety.

2.6.19 Add the new paragraph: "The Architect shall prepare and deliver, as part of its Basic Services, to the Owner a set of reproducible record drawings showing significant changes in the Work during construction based upon the Record Drawings maintained by the Contractor during construction, other data furnished by the Contractor to the Architect, Addenda, Construction Change Directives, and Change Orders."

2.6.20 Add the new paragraph: "The Architect shall, as part of its Basic Services, make a prompt and written record of all meetings, discussions and decisions made by or among the Owner, Architect, and Contractor during any phase of the Work to the extent such meeting, discussion or decision concerns any material condition in the requirements, scope, performance or sequence of the Work. The Architect shall promptly provide a copy of such record to the Owner and Contractor."

ARTICLE 3 ADDITIONAL SERVICES

3.3.1.1: Delete and insert in Article 12 as part of Basic Services.

3.3.1.2: Delete and insert in Article 12 as part of Basic Services.

3.3.2: Delete and insert in Article 12 as part of Basic Services.

3.3.3 and 3.3.4: Delete in their entirety from this Article and insert in Article 12 as part of Basic Services.

3.3.8 Delete the phrase "a public hearing."

3.4 OPTIONAL ADDITIONAL SERVICES

Delete the following and insert in Article 12 as Basic Services: 3.4.1, 3.4.8, 3.4.10, 3.4.13, 3.4.16, 3.4.18.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 Revise the paragraph as follows: "The Owner shall timely provide full information regarding requirements for the Project, including any custom specifications, interior and exterior space requirements and relationships, flexibility and expandability, special equipment and systems, site requirements, and the Owner's objectives, schedule and constraints. Architect shall request in writing any information not provided by Owner or which Architect deems necessary to carry out Architect's duties hereunder."

Owner _____ Architect *DP*

4.2 Revise the paragraph as follows: "The Owner shall establish and periodically update an overall budget for the Project based on consultation with the Architect and the Owner's fiscal agent, as applicable, which shall include the Construction Cost, the Owner's other related costs and fees, and reasonable contingencies related to all of these costs."

4.3 Revise the introductory portion of the second sentence as follows: "The Owner shall examine and take action in a timely manner regarding documents submitted by the Architect..."

4.4 Revise a portion of the second sentence as follows: "...shall include, as applicable, delineation of current designated flood plain limits, grades and lines..."

4.5 Revise the paragraph as follows: "The Owner shall furnish the services of geotechnical engineers when such services are deemed necessary and requested by the Architect."

4.7 Revise a portion of the paragraph as follows: "...and reports required by law, government agencies, or the Contract Documents."

4.8 Delete the second sentence of the paragraph.

4.10 Add the following: "Failure of Owner to provide the foregoing notice shall not relieve Architect of its professional duties under this Agreement nor shift to Owner responsibility for fault or defect in the Project or Architect's Instruments of Service."

Add the following paragraph: "4.11 Notwithstanding Article 4 provisions, it is understood that the Owner does not possess sufficient design and construction experience or expertise to evaluate, determine or specify the requirements, limitations, or characteristics for the Work, and Owner shall rely on Architect's expertise and obligations hereunder for providing the necessary assistance and consultation. All responsibilities in Article 4 shall be provided to the extent customarily necessary for the Work and Project."

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 Revise a portion of the paragraph to read: "The Construction Cost shall be the total cost, or to the extent the Project is not completed, the written estimated cost reported by Architect to the Owner..."

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.2 Delete in its entirety and substitute with the following: "Owner and Architect shall establish a fixed limit of Construction Cost, with allowances for escalation caused by events not controlled by Owner or Architect, scope changes, unforeseen delays and Alternate Bids as required to remain within fixed Construction Cost."

ARTICLE 6 USE OF THE ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Add the following: "However, the Owner shall have the right and a paid up perpetual license to (1) retain and make copies of all Work of the Architect, including reproducible copies of the drawings, specifications and other design work, and (2) use these documents for its own reference and use in connection with Owner's occupancy and maintenance of the Project and for modification or additions of the Project by other professionals."

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Delete in its entirety.

7.1.2 Delete and substitute the following: "The Owner and Architect may mutually agree to resolve claims, disputes, and other matters under this Agreement between them by mediation. Mediation shall be in accordance with the Construction

Owner _____ Architect 

Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. Mediation may proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order."

7.2 ARBITRATION

Delete 7.2 through 7.2.5 in its entirety.

7.3 Claims for Consequential Damages – Delete in its entirety.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 Delete "and any expenses incurred in the interruption and resumption of the Architect's services" from the third sentence, and delete the last sentence.

8.2 Delete the second and third sentences.

8.4 Add the following: "The party issuing such notice shall set forth in writing the nature of the other party's failure to substantially perform."

8.6 Delete the paragraph and substitute the following: "In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due in accordance with this Agreement."

8.7 Delete in its entirety.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Revise paragraph as follows: "This Agreement shall be governed by the laws of the State of Texas."

9.2 Revise a portion of the paragraph as follows: "...and amendments, current as of..."

9.3 Add the following: "Notwithstanding the foregoing, the applicable statutes of limitations for a claim against the Architect shall begin as set forth in applicable Texas law."

9.4 Delete in its entirety.

9.8 Add the following: "Notwithstanding the foregoing, the Architect shall not specify or approve for use in the Work or Project any hazardous materials or other toxic substances, and Architect shall report in writing to the Owner the discovery, by the Architect or its consultants, of the use or existence of any such substance in the Work or Project."

Add the new paragraphs below:

"9.11 The Architect shall carry insurance as set forth below.

9.11.1 During the term of this Agreement, the Architect shall provide evidence of professional liability insurance coverage in the amounts stated in Subparagraph 9.11.2. In addition, the Architect agrees to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following Substantial Completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects licensed and practicing in the State of Texas are able to obtain such coverage.

9.11.2 Professional liability coverage shall be provided in the following minimum amounts: \$1,000,000 per claim and \$1,000,000 per annual aggregate.

Owner _____ Architect DP

9.11.3 The Architect's professional Consultants shall carry professional liability coverage during the term of the Agreement as stated in Subparagraph 9.11.1, and shall furnish evidence of such insurance to the Owner.

9.11.4 The Architect shall carry General Liability Insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate. This policy shall be written or endorsed to include the following provisions:

- a. The Owner shall be named as an additional insured,
- b. Waiver of Subrogation,
- c. Severability of Interest (Separation of Insureds), and
- d. Cross Liability Endorsement.

9.11.5 The Architect shall carry Workmen's Compensation Insurance as required by applicable law.

9.11.6 The above indicated coverages shall be subject to the terms, exclusions and conditions of the policies. The Architect shall provide Certificates of Insurance to the Owner prior to commencement of services."

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.2 REIMBURSABLE EXPENSES

Delete 10.2.1 through 10.2.8 in their entirety.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 Delete paragraph in its entirety.

10.3.2 Delete the first word: "Subsequent".

Add the following new paragraph as 10.3.5: "Prior to final payment, the Architect shall provide the Owner a written statement of release from each Consultant stating that all fees up to that point have been paid. (This clause does not apply to Consultants, i.e., Geotechnical Engineers, Surveyors, contracting directly with the Owner.) The Architect shall be paid his construction phase fee at the same proportionate percentage as the construction's completion with 5% of it being retained until final contract completion."

ARTICLE 11 BASIS OF COMPENSATION

11.1 Delete paragraph in its entirety.

11.2 BASIC COMPENSATION

11.2.1 Add the following provisions under this paragraph: "It is understood by the parties that multiple projects may be assigned under this Agreement, and consequently, for each project, compensation shall be determined and paid in accordance with the terms and provisions in this Agreement". Basic Compensation shall be compiled as follows: 3% of contracts for construction.

11.4 Delete in its entirety.

11.5 ADDITIONAL PROVISIONS

11.5.1 Delete in its entirety.

11.5.2 Delete and substitute the following: "Payments are due within thirty (30) days from the date of receipt of the Architect's invoice. Amounts duly owed and unpaid sixty (60) days after the invoice is received shall bear interest at the current prime rate at the date of billing."

ARTICLE 12 OTHER CONDITIONS OR SERVICES

Owner _____ Architect *dl*

Insert the following:

12.1 Documents forming part of the agreement between Owner and Architect include: (1) AIA Document B151—1997 Abbreviated Standard Form of Agreement Between Owner and Architect, (2) Addendum to the Abbreviated Standard Form of Agreement Between Owner and Architect, AIA Document B151—1997; (3) The Owner's specifications used in the procurement of these architectural services (RFQ No. _____); and (4) AIA Document A201—1997, as modified. If there is a conflict between the RFQ specifications and the AIA contracts or addenda, the specifications shall prevail. If there is a conflict between the addenda and the document they modify, the addenda will prevail.

12.3 This Agreement and the parties' obligations hereunder are contingent on the Owner obtaining sufficient funding for the Project.

12.4 Venue shall be mandatory in Maverick County, Texas for any legal proceeding related to this Agreement.

Agreed as set forth hereinabove:

Owner: EAGLE PASS ISD

Authorized Representative

Printed Name: _____

Title: _____

Date: _____

Architect:



Authorized Representative

Printed Name: Davis Powell

Title: Architect

Date: 10/6/14

Owner _____ Architect 