

BRAZOS COUNTY MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT - 2022
PURCHASE ORDER No. 23-04 – BRAZOS COUNTY FACILITY DESIGN GUIDELINES

This Purchase Order No. 23-04 (“Purchase Order”) is entered into between Brazos County, Texas (“the County”) and BURDITT CONSULTANTS LLC (“the Architect”) on _____, 2024 under the terms and conditions established in the MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT between The County and The Architect dated September 20, 2022 (the “Agreement”).

ARTICLE I PROJECT UNDERSTANDING

1.01 Conceptual, Preliminary, and Final Facilities Design Guidelines (the “Guidelines”) for County-procured design services related to building remodels, additions, and/or new construction. The purpose of the Guidelines, established during a meeting with the County and the Architect on May 11th, 2023, is to establish procurement, contracting, design, and specifying intent, in a comprehensive document that may be shared with design professionals and general contractors contracted with the County in the future to design and/or execute various projects. The County also provided the Architect a list of currently owned/operated facilities for the Architect’s review.

General Assumptions:

1. The document will be structured similar to other institutions’ guidelines provided as examples by the County, and shall generally follow the MasterFormat 2018 or later specification Divisions 00-33, as determined relevant by the County and Architect teams.
2. The Guidelines are not intended to be formatted as CSI 3-part specification sections, though certain facility types and/or sub-sections may be more appropriately formatted as a 3-part guide specification to include in the Guidelines.
3. Design professionals contracted with the County in the future (not party to this Agreement or Purchase Order) shall be required to provide their own 3-part specifications as required for each individual project, using the County’s Guidelines to inform the design professional’s edits to their own specifications.
4. The County shall Provide access to relevant facilities for the Architect and Sub-consultants to perform walk-throughs to become generally familiar with the County’s preferred facilities/currently implemented standards.
5. The County shall Provide in PDF format record drawings and specifications of relevant County facilities to the Architect.

ARTICLE II SCOPE OF SERVICES

2.01 The Architect shall provide all applicable services described in the Agreement related specifically to the development of the Guidelines, including the subsections listed below for clarity:

- (A) Introduction
- (B) Design Criteria
- (C) Design Requirements
- (D) Commissioning
- (E) 00-Procurement and Contracting Requirements (Provided by County, coordinated with Architect)
- (F) 01-General Requirements
- (G) 02-Demolition
- (H) 03-Concrete
- (I) 04-Masonry

- (J) 05-Metals
- (K) 06-Wood
- (L) 07-Thermal & Moisture Protection
- (M) 08-Openings
- (N) 09-Finishes
- (O) 10-Specialties
- (P) 11-Equipment
- (Q) 12-Furnishings
- (R) 13-Special Construction
- (S) 14-Conveying Equipment
- (T) 21-Fire Suppression
- (U) 22-Plumbing
- (V) 23-Heating, Ventilation, and Air Conditioning (HVAC)
- (W) 25-Integrated Automation (BAS)
- (X) 26-Electrical
- (Y) 27-Communications
- (Z) 28-Electronic Safety and Security
- (AA) 31-Earthwork
- (BB) 32-Exterior Improvements
- (CC) 33-Utilities

2.02 Phases Include:

- (A) **Conceptual Phase** - Project kick off, visioning, and scope delineation with all project team members. May include facility walk-throughs in coordination with the County and key project team disciplines. Development of overall Guidelines Criteria covering multiple disciplines. Focus shall be on development and refinement of items A – D listed in this Article, Section 2.01.
- (B) **Preliminary Phase** – Up to two (2) Rounds of project team meetings with focused discussions regarding the development of items E – CC listed in this Article, Section 2.01. Meetings will be coordinated between County and Architect/Sub-Consultants to handle multiple disciplines in 1- or 2-day blocks. Phase also Includes assembly, production, and ongoing QA/QC efforts of the comprehensive Guidelines Document.
- (C) **Final Phase** - Up to two (2) meetings with County and Architect to review the Preliminary Draft Guidelines and the Final Draft Guidelines. Includes necessary revisions to the Guidelines, final QA/QC efforts, and up to 3 printed and bound copies in 8.5 x 11 format, with final PDF file submitted electronically. Presentation to Commissioners Court is included as required by County project team/staff (this may be reallocated to any Phase of development of the Guidelines, as deemed appropriate by the County).

2.03 Disciplines required for development of the Guidelines include:

- (A) Architecture
- (B) Landscape Architecture
- (C) Interior Design
- (D) Civil Engineering
- (E) Structural Engineering
- (F) Mechanical, Electrical, & Plumbing Engineering

- 2.04 Supplemental Services:
- (A) Technology (Telecom, AV, Security)
 - (B) Geotechnical
 - (C) Materials Testing
 - (D) Hazardous Materials Investigation
 - (E) Surveying (Facility/As-Built Survey)

- 2.05 Supplemental Services, Generally:
- (A) Services include certain project requirements potentially necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unknown need, timing, scope, and/or cost which are indeterminable at the outset of the project until preliminary matters are determined.
 - (B) Such requirements will be determined collaboratively between the County and the Architect throughout the project duration. Any of these services which the County determines should be addressed as Supplemental Services by the Architect will be followed by formal proposals from subconsultants to be approved by the County with costs reimbursed to the Architect plus applicable administrative markup fees.
 - (C) A separate budget will be established in the Fee section as a limit for which any required and approved Supplemental Services will draw down from that limit. Services required beyond the original established limited that arise beyond the Architect’s reasonable control will be scoped and negotiated with the County as Additional Services following applicable provisions in Article VI.

ARTICLE III DELIVERABLES

3.01 The Architect shall provide electronic plans, specifications, and Opinions of Probable Cost as required for each applicable phase and as described in the Agreement. Paper copies may be provided upon request by the County, and within limited quantities agreed upon prior to printing.

ARTICLE IV SCHEDULE

4.01 The Architect shall complete the design phase (ARTICLE II, 2.01, A through C of this Purchase Order) within 150 calendar days of notice to proceed (NTP) date, established upon acceptance of this Purchase Order by the County. Project Schedule is subject to modification due to changes in Scope or absence of required County approvals to complete the Project design documents.

ARTICLE V COMPENSATION

5.01 The total not-to-exceed amount payable by the County under this Purchase Order is a Fixed Fee / Lump Sum of **\$340,410.00** and shall be invoiced as a percentage of completion and as summarized below:

Basic Services (as listed in Article II), Proposed Fee Schedule:

(A) <u>Guidelines Phase</u>	
(B) Conceptual Guidelines (20%)	\$54,335
(C) Preliminary Guidelines (60%).....	\$163,005
(D) <u>Final Guidelines (20%).....</u>	<u>\$54,335</u>
	Subtotal.....\$271,675

Supplemental Services:

Any anticipated Supplemental Services will be discussed with the County and followed by a scope and actual cost proposal from the proposed subconsultant. This proposal will be submitted to the County for approval prior to engaging the subconsultant.

No Supplemental Service cost will be invoiced to the County without prior approval for engagement of the subconsultant, billed monthly on an actual cost incurred basis plus 10% administrative markup.

The following individual Supplemental Services amounts are scheduled to not exceed the probable costs in the following budget (includes 10% markup costs):

(E) Technology (Telecom, AV, Security)	\$52,250
(F) Geotechnical	\$2750
(G) Materials Testing	\$2750
(H) Hazardous Materials Investigation	\$4,950
(I) Surveying (Facility/As-Built Survey)	\$3,025

Subtotal.....\$68,735

ARTICLE VI OTHER PROVISIONS

6.01 The parties agree to the following provisions with respect to this specific Purchase Order:

- (A) Any services rendered by the Architect beyond those described in ARTICLE II shall be compensated as Additional Services on the same basis set forth in ARTICLE V, or on an hourly not-to-exceed basis at the hourly rates set forth in the Agreement.
- (B) All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Purchase Order. The County and the Architect hereby agree to the terms and conditions of this Purchase Order as of the date set forth above. The individuals signing this Purchase Order represent and warrant that they have the power and authority to enter into this Purchase Order and bind the parties for whom they sign.

THE COUNTY:

THE ARCHITECT:

By: _____

By:  _____

Name: _____

Name: Mark F. Goulas, AIA

Title: _____

Title: Director of Design