City of Cibolo
200 South Main Street
Cibolo, Texas 78108

STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES ENGINEERING / ARCHITECTURAL DESIGN SERVICE FOR CIBOLO ANIMAL SERVICE FACILITY

CONTRACT # 25-547-14

CITY OF CIBOLO
CONSULTANT CONTRACT

This Contract is by and between the **City of Cibolo,** a Texas Municipal Home-Rule Corporation (the "City") and **Quorum Architects, Inc,** a Corporation the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICES

1.01 This Contract is for **RFQ 25-547-14 Cibolo Animal Services Facility** (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A"** (the "Services").

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed **Eight hundred ninety-seven thousand five hundred and 00 / 100 Dollars ($897,500.00)**

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually

agreed upon in advance in writing by Consultant and the City's Project Manager.

(a) When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. For such contracts, when a change order results in a revised total contract amount that exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) When the original contract amount plus all change orders is equal to or greater than $50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and

(c) **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.**

ARTICLE IV
TIME OF PERFORMANCE

4.01 Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by **270 of days**, or as amended pursuant to Article III.

4.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V

INDEPENDENT CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the Project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE VI

AUTHORIZATION

6.01 The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.

6.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules , and deadlines; coordinating data collection; briefing the City' s management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

6.03 Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII

ACKNOWLEDGMENT

7.01 As an experienced and qualified professional, Consultant acknowledges that the information provided by Consultant reflects normal and customary professional and industry standards, procedures, and performances. Notwithstanding the foregoing in the event Consultant is providing engineering or architectural services as those are defined by Texas law, Consultant's services shall meet the standards required by Texas Local Government Code §271.904(d). Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant' s responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City' s sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product deliverables ("Work Product") hereunder shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. Any unauthorized modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents on a different Project without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

7.05 Consultant acknowledges to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein , (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant , and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity , (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, (v) that Consultant is authorized to do business in the state of

Texas and properly licensed by applicable governmental and public and quasi-public authorities having jurisdiction over it and the services required hereunder and the Project itself, (vi) that Consultant is financially solvent, able to pay its debts as they mature and is possessed of sufficient working capital to complete the services required and perform its obligation hereunder, and (vii) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7.06 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article VII of the Contract.

ARTICLE VIII
INDEMNIFICATION & RELEASE

8.01 INDEMNITY

8.01.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND EACH OF ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, , EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "CITY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS , DAMAGES, LIABILITIES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS CONTRACT TO THE EXTENT:

(1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS CONTRACT, BY CONSULTANT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(2) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(3) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;

(4) DUE TO THE FAILURE OF CONSULTANT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

(5) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE

SERVICES UNDER THIS CONTRACT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES , OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL

NOTHING CONTAINED IN THIS SECTION 8.01.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS CITY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR INDEMNITEES (SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B)). NOTHING IN THIS ARTICLE IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW.

8.01.2 **Consultant shall procure liability insurance covering its obligations under this section.**

8.01.3 It is mutually understood and agreed that the indemnification and release provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.

8.01.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of noeffect.

8.02 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether

such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.03 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under this Section and any Additional Insured requirements under Article IX, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE IX

INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below.

9.02 Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to City for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

9.03 During the term of this Contract all Consultant's insurance policies shall meet the minimum requirements of this section:

Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers' Compensation/Employer's Liability.

(d) Professional Liability.

9.04 **Certificates of Insurance.** For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting

or otherwise affecting the terms of the insurance coverage. All Certificates of lnsurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit C,** and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

9.05 **General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

(b) Deductibles shall be named on the Certificate of Insurance.

(c) "Claims made" policies will not be accepted, except for Professional Liability Insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Cibolo.

(e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

(f) Additional Insured Status. To the fullest extent permitted under Texas law City, and Indemnitees, shall be included as additional insureds on each CGL policy procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by City. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

9.06 **Commercial (General) Liability requirements.** The following Commercial (General) Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated " A:VI II" or better in accordance with the current A. M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a 2,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and

Underground coverage.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.07 **Business Automobile Liability requirements.** The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.08 **Workers' Compensation/Employer's Liability Insurance requirements.** The Workers' Compensation/Employer's Liability Insurance shall include the following terms:

(a) Employer's Liability limits of 1,000,000 for each accident is required.

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.09 **Professional Liability requirements.** The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of Cibolo when requested.

(c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, and Subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies

shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance ofservices for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE X
TERMINATION

10.01 The City may terminate this Contract at any time, for any reason or no reason upon thirty (30) calendar days written notice. Upon Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date. Consultant shall not be entitled to be paid for Services not performed or profit on Services not performed or any other consequential damage based on a similar theory.

10.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant five (5) calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

10.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

10.04 The City may, without cause, order the Consultant in writing to suspend, delay, or interrupt the Services or the Project in whole or in part for such period of time as the City may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue services on the date and to the extent specified in the notice. The Consultant shall be compensated for services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and

resumption of the Consultant's services, without markup.

ARTICLE XI

MISCELLANEOUS TERMS

11.01 Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to City of Cibolo. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Consultant is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time Consultant submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Chapter 2274, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.

(g) As required by Chapter 2274, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, Parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

(h) Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, Consultant represents and certifies that Consultant, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of Consultant is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code ("Designated Country"), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term "critical infrastructure" in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

(i) If the terms of this Agreement meet the requirements of Texas Government Code 552.371, Consultant agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the Consultant on request of the City, and (3) on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Consultant or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of Subchapter J of Chapter 552 of the Texas Government Code.

11.02 This Contract, its construction, and any disputes arising out of, connected with or relating to the Contract, shall be governed by the laws of the State of Texas, without regard to any conflict of law principles. Any claim or dispute arising out of or related to this Contract shall be subject to

litigation in the District Courts of Guadalupe County, Texas.

11.03 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Cibolo

Attn: City Manager
200 South Main Street
Cibolo, Texas 78108
With copy to:
City of Cibolo
Attn: Leili Samuelson
200 South Main Street
Cibolo, Texas 78108

Quorum Architects, Inc.

Attn: Kimberly Dowdy-Hickman
825 W Vickery Blvd ,Suite 100
Fort Worth TX 76104

11.04 Consultant, its employees, associates or subconsultants shall perform all the work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the work described hereunder. Consultant shall undertake the work and complete it in a timely manner.

11.05 The Consultant shall comply with applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the Immigration Reform and Control Act (IRCA), the *Texas Accessibility Standards of the Architectural Barriers Act* located at Chapter 469 of the Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Project,. The Consultant may not knowingly obtain the labor or services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

11.06 Action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with

the Contract or any portion or provision or right under the Contract.

11.07 This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

11.08 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

11.09 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

11.10 This Contract represents the entire and integrated Contract between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

11.11 Attorney Fees. If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

11.12 Cumulative Mutual Remedies. In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11.13 No Third Party Beneficiary. The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

11.14 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

11.15 This Contract goes into effect when duly approved by all parties hereto.

11.16 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

List of Exhibits:

Exhibit "A" Scope of Services

Exhibit "B" Payment Schedule

Exhibit "C" Certificates of Insurance

CITY OF CIBOLO	**QUORUM ARCHITECTS, INC.**
By:_____	**By:**_____
Printed Name:_____	**Printed Name:**_____
Title: _____	**Title:** _____
Date:_____	**Date:**_____

EXHIBIT "A"

SCOPE OF SERVICES

We anticipate developing a design in close collaboration with the City's leadership and guidance, along with the animal control team, to achieve the City's vision for the future of the Cibolo Shelter. Generally, we understand the project will include a new single story animal shelter and adoption center of approximately 8,000-9,000 square feet.

BASIC DESIGN SERVICES

Phase I - CONCEPTUAL DESIGN -

Upon receipt of written Notice to Proceed, Quorum shall accomplish the following:

A. Quorum to revisit the 2023 Needs Assessment developed for the animal shelter for their current 2025 program of needs and floor plan layout.

B. Quorum will provide up to eight (8) in-person design meetings for Conceptual, SD, DD & CD phases.

Phase II - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances. Work during this phase will include initiating discussions with the City's planning and development department as well as IT, Fire Marshall, and Facilities and a preliminary Development Review meeting if possible

C. Advise City of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with City's Design Submittal Guidelines.

E. Prepare OPCC and overall project budget (Admin 10%, Testing 3%, and Engineering/Design, Construction) during each phase to monitor project budget.

F. Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Architect will utilize related unit costs for similarly constructed facilities recently designed by Quorum as a basis for using square foot costing methods along with using the services of a professional cost estimator during this phase.

G. During Schematic Design, Quorum will have a boundary / topographic survey of the area developed based on conceptual preliminary drawings provided by the Architect.

H. During schematic design Quorum will coordinate the site layout with the proposed LOMR being prepared by the City.

I. During schematic design Quorum's civil engineer will perform high level drainage analysis to determine options to mitigate increased runoff from the site to guide the site layout.

J. Quorum will provide up to three renderings of the new addition showing proposed design will be developed but only be schematic at this point and be very conceptual to be refined in later design phases.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate Upon City acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with the City concerning the principal phases of the work and immediately advise the City of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) civil, landscape, structural, mechanical, plumbing, electrical and technology.

C. Provide a Storm Water Management Plan. Update drainage analysis to reflect current design status and present in report format.

D. Provide preliminary materials selection board to City for review with internal departments.

E. Prepare a Design Development level cost estimate in a form acceptable to City.

F. Prepare OPCC and overall project budget (Admin 10%, Testing 3%, and Engineering/Design, Construction) during each phase to monitor project budget.

G. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority.
H. Provide deliverables in accordance with City's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate Upon the City's acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
B. Prepare a detailed cost estimate of the project on a form acceptable to City.
C. Prepare a construction schedule to list the anticipated major activities required to complete the project.
D. Update preliminary materials selection board or provide new for City project records.
E. Prepare OPCC and overall project budget (Admin 10%, Testing 3%, and Engineering/Design, Construction) during each phase to monitor project budget.
F. Stormwater Management Plan will be finalized during the Construction Document phase.
G. Provide deliverables in accordance with City's Design Submittal Guidelines.
H. Quorum will submit a 90% & 100% submittal the Construction Document phase.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits: Upon the City acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
C. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by City for Architectural Barriers plan review.
D. Receive and respond to permitting comments by the local jurisdiction having review authority.
E. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to City.
F. Provide deliverables in accordance with City's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon the City acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
B. Provide deliverables in accordance with City's Design Submittal Guidelines.
C. Prepare OPCC and overall project budget (Admin 10%, Testing 3%, and Engineering/Design, Construction) during each phase to monitor project budget.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon the City acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be City's representative during the construction of the project. Advise, consult, and issue City's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Participate in pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to the City.

F. Quorum Architects to provide up to thirty-two (32) site visits / OAC meetings. Structural engineer to provide three (3) site visits.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Quorum will review and approval of all Payment for Applications during construction.

I. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany the City on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify the City in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with the City's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon the City acceptance of previous phase, A/E shall perform the following services:

A. Accompany City on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with the City's Design Submittal Guidelines.

SPECIAL SERVICES

A. **Civil Engineer** - As directed by the City, the Architect shall procure the services of civil engineer to include zoning compliance plan. The overall site civil design as part of the construction documents, will include on-site work such as grading, drainage, storm, paving, and utility plans, as well as erosion control, Stormwater detention and drainage calculations if required, for the area disturbed and affected by development of site additions/renovations. A tree preservation plan will be prepared to assist in meeting requirements. Detention design assumes Architect's consultants will prepare detention calculations and size a dry detention pond for the proposed site meeting current the City requirements. Detention calculations, volume cross sections and the detention outfall will be provided on the storm sewer plan. This scope assumes that all detention can be contained in a gravity drained dry detention pond, and that underground detention and a lift station will not be required. It also assumes that the City will not require Platting, FEMA or wetlands studies for the proposed outfall. *If needed, The civil engineer will prepare and submit a minor replat for the City's approval for additional services*

B. **Survey** - The Architect will be required to procure the services of a professional surveyor for a boundary and topographic survey, as well as a tree inventory.

C. **Landscape & Irrigation** - Architect shall procure the services of a Landscape Architect to provide landscape and irrigation drawings to code required minimum standards.

D. **Interior Design** – Architect will utilize the services of an Interior Designer to propose materials and finishes during Design Development and Construction Documents, as well as to review certain submittals during Construction Administration.

E. **TDLR Review and Inspection** - Architect to coordinate TDLR review and inspection with local TDLR RAS or a preferred RAS of choice by the City.

COMPENSATION

Compensation for Basic and Special Services as described herein is proposed to be a lump sum fee as described below, invoiced on percent complete each month:

1. BASIC DESIGN and CONSTRUCTION PHASE SERVICES

Phase I	Conceptual Design	$ 17,500
Phase II	Schematic Design	$ 84,000
Phase III	Design Development	$ 113,500
Phase IV	Construction Documents	$ 200,000
Phase V	Bidding, Award & Execution	$ 23,000
Phase VI	Construction Administration	$ 236,000
Phase VII	Project Close-Out	$ 10,000
Total Basic Services		**$ 684,000**

2. SPECIAL SERVICES

A. Civil Engineering	$ 105,000
B. Survey	$ 11,000
C. Landscape & Irrigation	$ 46,000
D. Interior Design	$ 28,500
E. TDLR Review & Inspection	$ 6,000
Total Basic Services	**$ 196,500**

Compensation for Basic and Special Services as described herein is proposed to be a Lump Sum fee of $880,500 as described below, invoiced on percent complete each month:

Direct Expenses to be $17,000 to cover the design, bidding and construction administration expenses of travel (mileage, lodging, meals), shipping and reproduction/printing)

2. The following 2025 hourly rate schedule will be utilized for additional services if such services are requested by the Citty. Rates are subject to change each calendar year.

Principal	255.00
Associate	220.00
Project Manager	200.00
Project Architect	200.00
Architect/Interior Designer	175.00
Intern Architect/Designer	165.00
Technical Staff	158.00
Project Clerical	95.00
Administration	95.00
Student Intern	80.00

4. Additional Services (Optional) – If there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. This may include, but not be limited to, Geotechnical Survey, Left turn lane on Haeckerville Road for civil to provide different levels of SUE from the recent Haeckerville Rd project. Construction Material Testing , FFE selection and procurement, Security, IT/AV, videos, additional renderings, extensive site plan submittals if required by the City, fees paid for approvals of authorities having jurisdiction, Life-Cycle cost analysis, Commissioning, LEED Compliance, revisions to previously approved work, Platting, off-site utility design or other off-site work, Traffic Impact Study, Left turn lane or deceleration lanes, subsurface utility locations as part of surveying, LOMR and CLOMR studies, water quality analysis, easement abandonments, environmental or wetland studies, coordination or permitting with TxDOT, USACE or TCEQ, and multiple designs for comparison or bidding after Schematic Design. Civil to provide design for left turn lane with different levels of SUE with cost estimate, if required by City. Additional Services work shall not be completed unless and until approved by the City.

EXHIBIT "B"

PAYMENT TERMS

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

1- BASIC DESIGN and CONSTRUCTION PHASE SERVICES

Phase I Conceptual Design $ 17,500
Phase II Schematic Design $ 84,000
Phase III Design Development $ 113,500
Phase IV Construction Documents $ 200,000
Phase V Bidding, Award & Execution $ 23,000
Phase VI Construction Administration $ 236,000
Phase VII Project Close-Out $ 10,000

Total Basic Services $ 684,000

2- SPECIAL SERVICES

A. Civil Engineering $ 105,000
B. Survey $ 11,000
C. Landscape & Irrigation $ 46,000
D. Interior Design $ 28,500
E. TDLR Review & Inspection $ 6,000

Total Basic Services $ 196,500

3- DIRECT EXPENSES

A. Cover over the design, bidding and construction administration expenses of travel (mileage, lodging, meals), shipping and reproduction/printing) $17,000

Total Basic Services $ 17,000

Total Services $897,500.00

EXHIBIT "C"
CERTIFICATES OF INSURANCE