9-17-1975

Agreement with Architect

University of Texas at Tyler

Follow this and additional works at: https://scholarworks.uttler.edu/bor_docs

Recommended Citation

This PDF is brought to you for free and open access by the Board of Regents Records at Scholar Works at UT Tyler. It has been accepted for inclusion in Supplemental Documents by an authorized administrator of Scholar Works at UT Tyler. For more information, please contact tgullings@uttyler.edu.
AGREEMENT WITH ARCHITECT

TEXAS EASTERN UNIVERSITY

THE STATE OF TEXAS  X
COUNTY OF SMITH   X

THIS AGREEMENT made and entered into this the 17th day of September, 1975, between the Board of Regents of Texas Eastern University on behalf of Texas Eastern University, an institution of higher learning of the State of Texas (herein called "OWNER") and PRESTON M. GEREN ARCHITECT, ENGINEER & ASSOCIATES, a sole proprietorship of Preston M. Geren, Jr., Electric Service Building, Seventh at Main Street, Ft. Worth, Texas, (herein called "ARCHITECT").

WITNESSETH

In consideration of the mutual covenants and agreements herein contained, and of the sum of One Dollar ($1.00) cash in hand paid, by each party hereto to each other party hereto, OWNER and ARCHITECT agree:

A. SCOPE OF THE WORK

ARCHITECT will provide the architectural and engineering services required for the complete redevelopment of the present Master Plan and the construction of additional new facilities included in Phase II, consisting of a Science and Mathematics classroom building and a School of Business classroom building, to house OWNER on OWNER'S site consisting of 200 acres of land, more or less, a part of the Wm. Keys Survey A256, Smith County, Texas.

B. MANAGEMENT AND COORDINATION

PRESTON M. GEREN ARCHITECT & ENGINEER & ASSOCIATES (Architect) shall have the complete responsibility to OWNER for the rendition of all revisions and phases of the Master Plan and the architectural services to be performed under this Agreement. In the event that it becomes advantageous or desirable, the ARCHITECT may enter into an association agreement
with an architectural firm local to the East Texas area to perform certain portions of the delegated services; provided, however, any services in connection with the Master Plan and schematic design may not be delegated, but nothing herein contained shall prevent the ARCHITECT from entering into an association agreement with a local firm during work involved in Phase II.

C. MASTER PLANNING SERVICES

Architects Caudill Rowlett Scott, Inc., under a separate contract for Phase I developed a Master Plan for the present 200 acres. This plan resulted in the development and presentation of a comprehensive plan, adequate in scope and detail to serve as a general guide for the university in the future arrangement and design of the total site including its buildings, streets, parking facilities, pedestrian walks, and open spaces.

Basic areas of development of the original plan included the following:

1. Land Use -- General zoning of the site, horizontally and vertically, according to basic activities.

2. Density -- Appropriate building bulk and open spaces.


4. Parking -- Quantity, type, arrangement, access and development standard.


6. Design Character -- General character of overall facilities and open spaces as affect architectural environment.


The Master Plan consisted of material including scale drawings of the comprehensive plan, concept analysis cards and color slides, along with typed background material used as the basis for development of the original plan. The final material was to be presented and bound in a report for the OWNER'S use, and to become the property of OWNER.

This Master Plan was completed and after approval of the Owner was filed with the Coordinating Board, Texas Colleges and Universities.
System. Plans and specifications were also completed for Phase I of the University which included five buildings, Science & Math, Administration, Student Center, Physical Education and power plant, and general services building.

Construction contract was awarded on September 19, 1974 for all of these buildings, with the exception of the P.E. portion of the Physical Education and power plant Building and this work is now under construction along with walkways, roadways, parking lots, utility lines, drainage work, etc. This construction work under Phase I is scheduled for completion in June of 1976.

The University's Educational Foundation has awarded a contract to Wisenbaker & Fix of Tyler to design and prepare plans and specifications for a lake to be located in the area of the ravines lying approximately in the center of the campus. The lower dam of this lake is to support the south roadway entering from Spur No. 248 and the upper dam will provide the pedestrian walkway for the University's buildings lying on the east and west sides of the lake.

After the ARCHITECT has completed the preliminary drawings and has determined the size, shape and location of the buildings to be constructed under Phase II along with the extension and/or construction of new service lines, drainage lines, walkways, roadways, etc, and has obtained corrected information on all new facilities under construction and data concerning the lake and dams, he will rework the Master Plan to correctly show all present facilities, those under construction, those to be included in Phase II as well as those proposed for subsequent phases.

The same stipulations as specified for the original Master Plan will apply to the revised Master Plan and will represent correctly all work completed or under construction as Phase I as well as proposed plans for this contract and subsequent phases.

The plans, specifications, and drawings for the entire project as herein described, shall be so prepared that same will call for the construction
of the buildings and related facilities together with its built-in permanent fixtures and equipments which will cost not more than FIVE MILLION EIGHT THOUSAND SIXTY NINE AND NO/100 ($5,008,069.00) Dollars.

In the event the lowest acceptable bid received for the Project exceeds the above amount, then the Architect, without charge to the Owner, shall make revisions to the drawings and specifications as may be necessary to bring the cost of the Project within the above stipulated amount.

D. ARCHITECTURAL SERVICES

The ARCHITECT shall review and update the Master Plan as developed by Caudill Rowlett Scott, Inc. The Master Plan shall show the Phase I facilities as they are presently located as well as the proposed Health and Physical Education building and show location of Phase II facilities and subsequent facility programs. In consultation with the owner the Architect shall update all sections of the existing Master Plan as may be required by the OWNER. The Master Plan shall include the total requirements which are specified for Coordinating Board approval. These include but are not limited to: (a) Outline Academic Plan; (b) Existing Site Plan; (c) Proposed Land Use Plan; and (d) Action Plan as determined by Architect and Owner.

The ARCHITECT shall submit fifteen (15) draft copies of the revised Master Plan prior to the approval of the preliminary design documents and shall provide twentyfour (24) copies of the revised Master Plan in loose leaf binders upon approval of preliminary design documents.

The ARCHITECT shall have the complete responsibility to the OWNER for architectural services to be performed, and shall provide within the basic fee as herein defined, all architectural services which shall include but not limited to complete acoustical services, landscaping services, graphic services, all other building services and interior services including room layout drawings and quantity requirements for all furnishings and equipment but shall be compensated only for that equipment for which specifications are requested by OWNER.
1. Based on the approved revised Master Plan the ARCHITECT shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval of the OWNER and shall submit to the OWNER a Statement of Probable Cost based on current market costs in the area.

2. Prepare from the approved schematic design studies for approval by the OWNER, the design Development Documents consisting of drawings and other documents to fix and describe the size and character of all work included under Phase II as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate and shall submit to the OWNER a further statement of probable Construction Costs.

3. Prepare from the approved Design Development Documents, for approval by the OWNER, Working Designs and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding forms, and Conditions to the Contractor.

The ARCHITECT shall advise the OWNER of the adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements agreed to by the OWNER, or general market conditions.

4. Following the OWNER'S approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the ARCHITECT shall assist the OWNER in obtaining bids or negotiate proposals, and in awarding construction contracts.

5. Provide general administration of the Contract and to be the OWNER'S full-time representative during construction and until final payment. Advise and consult with the OWNER and all the OWNER'S instructions to the Contractor will be issued through the Architect.

In addition to providing full-time-on-the-job inspection, ARCHITECT shall make periodic visits to the site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents.
ARCHITECT shall furnish during construction a full-time representative competent for representing the Architect and protecting the OWNER'S interest.

6. Based on such observations at the site and on the Contractor's applications for payment, the ARCHITECT shall determine the amount owing to the Contractor and shall issue and recommend Certificates for payment in such amounts, subject to the conditions of the Contract Documents.

7. Furnish the OWNER with forty (40) sets of Contract Drawings and fifty (50) sets of Contract Specifications for the Bidding of the Project.

8. Furnish the OWNER for its use and permanent files and records seven (7) sets of Schematic Design Studies, seven (7) sets of Design Development Prints and Models developed during the Project for OWNER'S use, together with original tracings or reproducible copies of tracings.

9. Furnish two (2) complete sets of "Marked-up" Working Drawings reproduced, and one (1) set of Mylars showing significant changes made during construction process.

10. Provide design compliance with governmental authority having jurisdiction, including but not limited to Senate Bill No. 111, Article 678q, Chapter 324 Vernon's Civil Statutes, as amended.

11. ARCHITECT shall handle and receive compensation for only such furnishings as may be designated by OWNER.

Attached hereto and made a part hereof as Exhibit "A" are pages 1 through 9 of PROPOSAL TO REGENTS OF TEXAS EASTERN UNIVERSITY FOR ARCHITECTURAL & ENGINEERING SERVICE REQUIRED FOR PHASE II CONSTRUCTION BY PRESTON M. GEREN ARCHITECT, ENGINEER & ASSOCIATES, with letter of September 4, 1975, to which reference is made for all purposes and included herein as part of this contract. Preston M. Geren is the principal herein and the primary responsibility is not to be assigned to any other party without the written consent of the OWNER.

E. THE OWNER'S RESPONSIBILITIES

The OWNER will furnish the ARCHITECT a Program of Requirements; however, the ARCHITECT will be required to review, program, and document
facility requirements with the appropriate University personnel as directed by the Administration.

1. The OWNER shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and revised contours of the site; locations, dimensions and complete data pertaining to existing buildings, as well as those under construction under Phase I, and other improvements within the immediate building area which are to be presented; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.

2. The OWNER shall designate, when necessary, a representative authorized to act in its behalf with respect to the Project during construction.

3. If a clerk of the works is deemed necessary by the OWNER, the cost of such personnel shall be borne by the OWNER in addition to the ARCHITECT'S basic fee.

F. CONSTRUCTION COST

Construction cost based upon all work designed or specified by the ARCHITECT with the authorization and approval of the OWNER shall be determined as follows, with precedence in the order listed:

1. For completed construction, the total cost to the OWNER of such work; or

2. For work not constructed, the lowest bona fide bid received from a qualified bidder for any or all such work, subject to the provisions of Article C hereof; or

3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the ARCHITECT'S latest Statement of Probable Construction Costs.

4. Construction Cost does not include the fees of the ARCHITECT and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER as provided in Article D.
5. Changes in the work negotiated after the award of the Contract shall be a part of the Construction Cost. Both additive and deductive changes shall be applicable to the construction cost of the Project and shall be determined by and be the responsibility of the ARCHITECT; however, the actual preparation of the change orders will be performed by the OWNER.

G. COMPENSATION FOR THE SERVICES LISTED ABOVE

1. The OWNER agrees to pay the ARCHITECT as compensation for the services listed above six percent (6%) of the authorized and approved construction costs as such term "Construction Costs" is defined above.

OWNER agrees to pay the ARCHITECT six percent (6%) of the costs of furnishings handled by ARCHITECT as may be designated by OWNER.

2. Payments to the ARCHITECT for such services shall be made monthly in proportion to the services actually performed. The ARCHITECT shall perform the revision and completion of the master planning and schematic design phases of the work for 15% of 6% of Construction Contracts.

Payments to the ARCHITECT for basic services beyond the master planning and schematic design phase shall also be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

- Master plan and schematic design phase as stated above: 15% of 6% of Construction Contracts
- Preliminary Drawings & Outline specifications: 20% of 6% of Construction Contracts
- Contract Documents: 40% of 6% of Construction Contracts
- Bidding Procedures and Contract Award: 5% of 6% of Construction Contracts
- Contract Administration including review of Shop Drawings and materials, Weekly site inspections and approval of contractor's pay estimates, final and year end inspections: 20% of 6% of Construction Contracts
- 100% of 6% of Construction Contracts

H. ADDITIONAL SERVICES

During the course of the work, revisions or additions to the services may be requested by the OWNER. In the event such revisions or additions have a substantial
effect on the level of effort required by the ARCHITECT, the expenses shall be mutually agreed upon in writing and approved by the OWNER or its duly authorized and designated representative prior to the beginning of any work. Compensation to the ARCHITECT for additional services shall be as follows:

1. Direct Personnel Expense

The ARCHITECT will be reimbursed for such additional direct personnel expenses of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project, which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the Project.

This direct personnel expense will be based on an amount of 2.50 times payroll rates plus $30.00 per hour for principals and senior associates.

2. Reimbursable Expenses

Additional expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the OWNER or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the ARCHITECT by the OWNER.

I. CONSULTANTS

It is contemplated that during the process of the work to be performed under this Agreement both parties may wish to retain at their own expense, consultants. It is specifically understood and agreed that any consultant retained by the ARCHITECT shall be the ARCHITECT'S expense; however, the OWNER reserves the right to approve such consultants and the conditions of their employment.

J. NONDISCRIMINATION IN EMPLOYMENT

The ARCHITECT agrees not to discriminate against an employee or applicant for employment because of race, religion, color or national origin, or sex.
K. ARCHITECT'S ACCOUNTING RECORDS

Records of the ARCHITECT'S Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on generally recognized accounting principles and shall be available to the OWNER or its duly authorized and designated representative at all reasonable times during the work week. Said records shall be preserved for a period of three (3) years after final payment. Such records shall be kept in accordance with the rules and regulations of governmental authority having jurisdiction.

L. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party. Such termination shall be made by the OWNER giving written notice directly as follows:

Mr. Preston M. Geren, Jr.
Electric Service Building
Seventh at Main
Fort Worth, Texas 76102

Likewise, termination by the ARCHITECT shall be accomplished by directing written notice to:

Chairman, Board of Regents
Texas Eastern University
100 East Berta Street
Tyler, Texas 75701

In the event of termination, the ARCHITECT shall be paid his compensation for services performed to termination date, based upon the fee schedule as hereinabove set out.

Copies of drawings, tracings, specifications, models, or any other materials prepared by ARCHITECT to date of termination will be furnished to OWNER and shall become and be the property of OWNER.

M. SUCCESSORS AND ASSIGNS

The OWNER hereby binds itself and its successors, to the extent permitted by law, in respect to all stipulations, terms and covenants of this Agreement; and likewise, ARCHITECT binds itself, its successors
and legal representatives to the OWNER in respect to all stipulations, terms
and covenants of this Agreement.

N. OWNERSHIP OF DOCUMENTS

Bidding documents, as instruments of service, are and shall
remain the property of the ARCHITECT whether the project for which they
are made is executed or not. Such documents are not to be used by OWNER
on other projects or extensions to this Project, except by agreement in
writing and with appropriate compensation to the ARCHITECT. All other
documents are and shall be the property of OWNER.

O. ASSIGNMENT

Neither party shall assign, transfer or sublet any part of this
Contract without the consent of the other party in writing.

P. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement
between the OWNER and the ARCHITECT and supersedes all prior negotiations,
representations, or agreements either written or oral. This Agreement
may be amended only by written instrument signed by both OWNER and
the ARCHITECT.

Q. APPLICABLE LAW

This Agreement shall be considered to be performed in Smith
County, Texas.

R. DESIGNATION OF REPRESENTATIVE

The OWNER hereby designates the President of Texas Eastern
University or such other person designated by OWNER in writing as its
duly authorized representative as that term is used and appears in this
Agreement to act for and on behalf of OWNER. This designation shall
remain in full force and effect until and unless ARCHITECT is otherwise
notified in writing by OWNER and directed to ARCHITECT at their address
as above set forth.
EXECUTED in duplicate originals this the day and date first hereinabove written.

ATTEST:

Jack Morgan, Secretary
Board of Regents
Texas Eastern University

Quentin Abernathy, Chairman
Board of Regents
Texas Eastern University

OWNER

PRESTON M. GEREN ARCHITECT & ENGINEER AND ASSOCIATES

By

Preston M. Geren, Jr.

ARCHITECT

Examined, Approved, and Recommended:

James H. Stewart, Jr., President
Texas Eastern University

Approved as to Form:

Assistant Attorney General of Texas