



*Client-Focused + Responsible Design*

hatch - ulland owen architects  
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October 9, 2015

Mr. Donald Wallace  
Dalton Wallace Real Estate  
9505 Johnny Morris Road  
Austin, Texas 78724

RE: Historic Façade Deconstruction & Rebuilding for 907, 909, & 911 Congress Avenue, Austin, Texas 78701(Revised Proposal)

Hello Don:

We appreciate this opportunity to present our revised proposal for additional architectural services. This letter sets forth some basic terms that will become the basis for a contract for these services. It also gives you information about our process and services for additional designing and documenting an historic structure, and fee arrangements for those services.

**GENERAL PROVISIONS**

**The Parties**

The parties to this agreement and their authorized representatives are:

hatch + ulland owen architects ("Architect" and "h+uo")  
Thomas Hatch, AIA (Architect's representative)  
1010 E. 11<sup>th</sup> Street  
Austin, Texas 78702  
T: (512) 474-8548  
F: (512) 474-8643

Donald Wallace ("Owner")  
Dalton Wallace Real Estate  
9505 Johnny Morris Road  
Austin, Texas 78724

**The Project Program**

The "Project" will consist of completing the detailed documentation of the existing conditions at 911 Congress, research related to original façade design of 911 Congress, design and completion of architectural contract documents for 907, 909, and 911 Congress Avenue and the deconstruction and rebuilding of the three façades. The design will need the final approval of the Landmark Commission and all work related to the historic components of the project is included in our basic services.

## **BASIC SERVICES**

hatch + ulland owen's Basic Services will consist of the completion of the following:

- Document existing conditions
- Construction Documentation
- Bidding & Negotiation (hourly)
- Attend Landmark Commission/Appropriateness Committee Meetings
- Deconstruction Observation Phase
- Construction Observation Phase

Once we receive a notice to proceed with our work (a signed copy of this proposal), h+uo will confirm and finalize existing conditions documentation, revise existing drawings of as-is conditions, finalize research on original design, and complete restoration documents. These documents will include elevations of all three facades. During this phase, h+uo will coordinate our efforts with owner's selected general contractor to discuss de-construction and rebuilding of the façade, colors, and related processes. Also during this phase, h+uo will develop and present historic façade drawings preliminarily to the Appropriateness Review Committee and then to the Landmark Commission for its final approval. It is mandatory that the selected general contractor will have experience comparable to the work needed on this critical piece of Congress Avenue.

The Construction Documents will include:

- Front Exterior Elevations
- Wall Sections –to illustrate wall construction systems, porches, and detailed connections to new structure. (structural engineering to be provided by Owner's Engineer)
- Schedules – Window, Door
- Construction Details – Doors, windows, porches, railings, and other special conditions as necessary
- Project Specifications related to the historic façade and new porches
- Detailed rebuilding design and details provided by Architect and Structural Engineer for the addition to the façade needed before submission for a Building Permit.

Services provided as part of the process of soliciting bids for the general contract for deconstruction & construction or sub-contracts for construction, or as part of the process of negotiating a contract for construction with a selected contractor, will be handled as Additional Services. The types of architectural services h+uo can provide in those circumstances will include: assistance in preparing bid documents for general or sub-contractors; attending a pre-bid conference; responding to questions from potential sub-contractors and issuing addenda; assisting with the evaluation of bids; and facilitating the acquisition of permits.

Although h+uo will provide the Construction Documents necessary for permitting our portion of the project, this proposal does not include any time spent obtaining the required permits to deconstruct & rebuilding the project, other than responding to plan reviewers' questions and comments. Submitting the project to the City of Austin, or for any and all approvals is the responsibility of the Owner or contractor. It is assumed the services of a local expeditor will be used to obtain all required permits and those services will be under separate contract directly with the Owner. h+uo's Basic Services in this phase may include working with the expeditor to help provide the documentation they will need for this submittal to the City of Austin to obtain the necessary Building Permit and any other required permits.

### **(De)Construction Observation**

h+uo will act on the Owner's behalf during the de-construction, cataloging, and storage of the three façade's materials, monitor the progress of the construction and assess whether the project is being completed in accordance with the contract documents. Our services shall include: attending job-site meetings during our phase of the project; responding to all Owner, contractor, and inspector questions and requests for information during our phase of construction; reviewing submittals from the contractor; review and processing information during our phase of construction; reviewing submittals from the contractor; review and processing of contractor requests for payment; and visits to the construction site as appropriate for the stage of the work.

## **BASIC SERVICES FEES AND EXPENSES**

### **Basic Services Fees**

*Hourly*

h+uo's Basic Services will be provided (subject to any "change in services" or the necessity for Additional Services) for a fee of \$9,600 plus (bidding, negotiation, and permitting.) For the Owner's information, we have allocated that fee amongst the design disciplines and phases as follows:

#### **Architectural Fees by Phase:**

• Construction Documentation:	\$9,600
• Bidding & Negotiation/ Permitting:	Hourly Rate as Needed
• Deconstruction Observation:	Hourly Rate as Needed
• Construction Observation:	Hourly Rate as Needed

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<i>Architectural Fees Total</i> <i>(excluding bidding &amp; permitting, de-construction, construction observation)</i>	\$9,600
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#### **Consultant Fees:**

• Structural Engineering	By Owner
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**Total Fees: \$9,600**

In the event that the Project is halted prior to completion, h+uo's fee would be based on our hours of work through the date when we are notified of a halt to the work.

### **Reimbursable Expenses**

Expenses incurred by h+uo in the interest of the project including such items as any travel outside of Austin (including air fare or gas mileage), photography, printing, plotting of computer drawings, copying, fax transmissions, long distance telephone service, courier fees, and postage will be compensated at the actual expense incurred as documented by copies of receipts reflecting the actual expense.

Printing expenses related to Construction Documents, all bid documents and all permit documents, will be the responsibility of the Owner. All project fees will be the responsibility of the Owner.

## **ADDITIONAL SERVICES**

Any architectural services that are not specifically included in the description above of the Basic Services will be considered "Additional Services" for which compensation will be assessed on an hourly fee basis, using the hourly fee schedule set forth below. Additional Services could include, but are not limited to:

Owner-Requested Changes – Time spent making substantial changes to already completed and accepted designs, drawings, and documents will be considered Additional Services if those changes were necessitated

by a change in the Project Program (as set forth above) or a change to designs already approved by the Owner. These revisions would include changes to documents due to budget constraints.

Regulatory Services – Services relating to regulatory processes, including services specifically related to zoning, and permitting, and inspection. The professional design services included in the Basic Services outlined in this proposal include the preparation of documents and information that will be used for submitting for the required permits for the project. It is understood that the services of a local expeditor will be used to obtain these permits and the cost of the expeditor and the costs for any and all permits will be paid for by the Owner and are not included in this proposal.

Soils Testing and Geotechnical Engineering – h+uo's Basic Services do not include any soils testing or geotechnical engineering services, under the assumption that those services will be arranged, coordinated, and paid for by the Owner. Any provision of those types of services by h+uo would be considered Additional Services.

Engineering Additional Services – The provision of any of the following services would be considered Additional Services: sump pump system design; fire sprinkler and alarm system design; security system design; telephone system design; cable TV system design; point-of-sale (POS); fiber optic system design; etc.

Unknown Conditions – Services resulting from the discovery of conditions (with respect to the site, to government permitting, or otherwise) that could not reasonably have been anticipated prior to the commencement of work, will be considered Additional Services. Upon discovery of such conditions, h+uo would notify Owner immediately prior to performing any Additional Services relating to such conditions.

Illustrative Graphic Materials – Time spent preparing renderings, perspective drawings, models, or marketing materials would be treated as Additional Services. Of course, time spent in preparation of conventional floor plan and interior and exterior elevation drawings is considered part of the Basic Services.

Site Development Permit – It is assumed that if a Site Development Permit is required, the owner will contract directly for these services.

Hourly fees for Additional Services are as follows:

Partner-in-Charge:	\$150.00/hour
Project Manager:	\$125.00/hour
Professional Staff II (licensed architect):	\$100.00/hour
Professional Staff I (not licensed):	\$90.00/hour
Architectural Intern:	\$75.00/hour
Administrative Support:	\$50.00/hour
(Rates effective until January 1, 2016)	

\*In the event that the project is halted prior to completion, h+uo's fees would be based on our hours of work through the date when we were notified to stop work.

## **BILLING PROCEDURES**

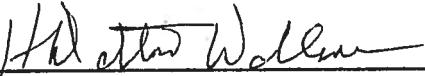
h+uo will provide the Owner with a monthly invoice for services rendered during the prior billing period. In addition, we will enclose with each invoice an explanation or narrative of the services that were rendered during the billing period. Payment to h+uo shall be submitted upon receipt (within 30 days) of each invoice unless other arrangements are made. If the Owner chooses to stop work on the Project, for whatever reason, the Architect will be entitled to compensation in accordance with this agreement for all services performed to that date. Failure to make payment will, at h+uo's option, be cause for suspension of services. If h+uo were to elect to suspend services, then we would provide seven days written notice to the Owners prior to the suspension of services.

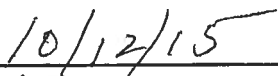
## DISCLAIMERS

- h+uo holds no liability for the work produced by general contractors, subcontractors, consultants and subconsultants retained by the Owner.
- Development regulations are subject to revisions and interpretation. The Owner is ultimately responsible for development approvals and permitting.
- The Owner shall promptly report to Architect any defects or suspected defects in the Architect's services of which the Owner become aware, so that the Architect may take measures to minimize the consequences of such a defect, and be permitted to remedy the defect at the time the defect is known.
- In providing services under the Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised under similar circumstances.

Thank you for considering hatch + ulland owen architects.

This contract is accepted:

  
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Donald Wallace  
Dalton Wallace Real Estate

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Hatch, AIA  
hatch + ulland owen architects

\_\_\_\_\_  
Date

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

TBAE

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