

~~May 22, 2018~~
REVISED May 29, 2018

Professional Services Proposal

City of New Braunfels, Texas
Conceptual Design for New Fire Station No. 3

ATTN: Barbara Coleman, Purchasing Manager | Finance
City Hall
550 Landa Street
New Braunfels, Texas 78130

BRW Architects is pleased to submit this proposal for architectural planning services to develop a Conceptual Design for the City of New Braunfels for Fire Station No. 3.

The project scope, scope of services, project schedule, and compensation are described below:

Project Scope and Services

The Purpose of the Conceptual Design services will be to determine the appropriate building size, facility improvements, and budgets to optimize operations for the fire department by decompressing their current situation in their current facilities.

The Conceptual Design services shall start by comparing current operational and space needs with existing facilities. The Study will analyze ten to twenty years of long term space needs for building and facility planning. BRW will then develop, prioritize and budget options to build a new facility that align with funding source.

Comprehensive Facilities Study includes the following:

3.3. PRELIMINARY DESIGN:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design
- Cost Estimation Services

Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- **Project Kick-Off Workshop:** In collaboration with City Staff, BRW Architects will host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- **Programming:** In collaboration with City Staff, BRW Architects will engage in a programming workshop to:

- Develop and refine a building space/use program, including sizing of utility spaces, for the “full program” build-out scenario.
- Develop and refine a site use program.
- Present the Program to project stakeholders.
- Code Reviews: All designs will comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- Geotechnical Study; BRW Architects will provide a thorough Geotechnical Study and Report for the proposed Building and Parking site, including Structural/foundation design recommendations.
- Site Survey: BRW Architects will provide a Site Survey if the City does not currently have one.
- Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.
- Permitting: BRW Architects will identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits; Community Meetings: BRW Architects will participate in any Community Meetings conducted during the Summary of Needs Study.
- Identify potential funding sources/partners for the project.

The City of New Braunfels will make available to BRW Architects any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It will be the responsibility of BRW Architects to obtain any additional information necessary for the full and proper execution of this work. The cost for all BRW Architects required will be borne by BRW Architects and included in the Fee.

BRW Architects will participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize BRW Architects in writing to commence Conceptual Design.

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase will include, but not be limited to, the following deliverables, related services and activities:

- Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City’s approval, without limitation, the following:
- Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking.
 - Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
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Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect will prepare and present for the City's approval, without limitation, the following:

- Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City will authorize BRW Architects in writing to commence Schematic Design.

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs.
- Determine costs for the temporary housing of the staff/equipment during construction.
- Community Meetings: Prepare materials for and participate in any Community Meetings conducted during Schematic Design.
- Updated Code Review for Schematic Design.

BRW Architects will present the Schematic Design deliverables to the City and will incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project. BRW Architects will participate in conference call meetings and meetings in person as determined as necessary by the City.

In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

OWNER RESPONSIBILITIES

- A. The Owner will provide the Architect with all available information to support the project, including:
 - Department organization charts.
 - Site zoning, boundaries, easements, setbacks, utilities.
- B. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- C. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- D. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.

SCOPE OF ARCHITECT'S BASIC SERVICES

- A. The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- B. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- C. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's or Owner's Representative approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the Completion of the Work.

ADDITIONAL SERVICES

- A. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.
- B. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.
- C. If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

TERMINATION OR SUSPENSION

- A. If the Owner fails to make payments to the Architect in accordance with this Agreement, without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.
- B. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- C. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be governed by the law-of the State of Texas.
- B. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- C. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- D. This letter of agreement constitutes the agreement between all parties. No modifications will be made unless approved by all parties.
- E. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction of Comal County.

PROJECT SCHEDULE:

We anticipate the Schematic design of all three phases to be completed by **September 12th, 2018** upon notice to proceed from the City of New Braunfels the first week in June.

COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$72,320** to be invoices monthly based on the percentage of the hourly not to exceed amount projected.
- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

COST BREAKDOWN

A. Phase I – for Needs Study

Kick off meeting	\$600
Building Programming and documentation	\$6,800

Site Use Program	\$1,200
Code Reviews	\$1,000
Geotechnical Study *	\$6,000
Site Survey for 2 acres including topo, property, utilities, trees	\$6,400
Civil Engineering for conceptual design for the site	\$4,200
Environmental phase I Study of the site *	\$5,000
Permitting coordination and research *	\$600
Community Meetings	\$1,200
Research Potential Funding sources	\$600
SUBTOTAL	\$33,600
REVISED SUBTOTAL	\$28,600
B. Phase II – for Conceptual Design	
Conceptual Sketches	\$1,800
Conceptual Designs	\$6,400
Cost Estimates	\$1,200
SUBTOTAL	\$9,400
C. Phase III – for Schematic Design	
Architectural Site Plan, landscape Plan	\$4,800
Floor plans, furniture plans, roof plans, interior materials	\$9,800
Elevations, Building sections, exterior materials	\$8,400
3D Renderings and Images	\$3,800
Conceptual materials, systems, and equipment book *	\$2,000
Revising program and code research	\$1,200
Cost estimates	\$2,600
Community Meetings	\$1,200
Civil Engineering - detention size, paving sizes, utility locations *	\$6,800
Structural Engineering - foundation type and framing type	\$3,400
Mechanical Engineering - system type and location	\$3,400
SUBTOTAL	\$47,400
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Total \$90,400	
REVISED TOTAL \$85,400	
Reduction for designing 2 stations concurrently	-\$17,080
REVISED SUBTOTAL 05/29/2018	\$68,320

Note:

Items with * may not be required during schematic design for a detailed cost estimate of the new buildings but would be required in future phases.

C. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

• Site Principal	\$190.00/hour
• Director	\$180.00/hour
• Project Manager	\$160.00/hour
• Project Architect	\$140.00/hour
• Architect	\$120.00/hour
• Intern Architect I	\$90.00/hour
• Intern Architect II	\$75.00/hour
• Admin	\$60.00/hour

D. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.

E. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts

unpaid thirty days (30) days after the invoice date shall bear interest at the rate of 5% or the maximum rate allowed under Chapter 2251, Texas Government Code.

SCOPE OF THE AGREEMENT

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 Architect.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Ray Holliday

(Signature)

Robert Camareno, City Manager
City of New Braunfels

Ray W. Holliday, AIA, ASLA, APA, Principal
Brown Reynolds Watford Architects, Inc.