

February 15, 2018

Letter of Proposal for Professional Architectural Services for the ALLEN CENTRAL FIRE STATION RENOVATION AND EXPANSION PHASE 2

This Letter of Proposal is for professional architectural services by **PGAL** (the "Architect") for the **City of Allen** (the "City" and "Owner") for the **Central Fire Station Renovation and Expansion – Phase 2** (the "Project").

1.0 PROJECT SCOPE OF SERVICES

- 1.1 The full Project scope includes a comprehensive renovation and expansion of the existing Central Fire Station No. 1, Training Center and Administration Offices located at 310 Century Parkway, Allen, Texas 75013, including repair of the existing fire station and training tower exterior building envelope to remediate identified sources of moisture intrusion and other noted deficiencies.
- 1.2 The Program and Conceptual Design for the project will be based on the Central Fire & Administration Remodel & Expansion slide presentation presented to the Allen City Council on December 12, 2017, and the Site Plan and related documents approved by the City of Allen Technical Review Committee in December 2017.
- 1.3 The existing building and training tower exterior envelope will be repaired in accordance with the measures identified in JQ Engineering's July 2017 Building Envelope Assessment Report, including DryTec's Roof Assessment Report.
- 1.4 The City's Budget for the Cost of Work is based on the Schematic Design Construction Cost Estimate of \$5,446,097, provided by Aguirre Project Resources, updated February 14, 2018.

2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City to provide the following services:

- 2.1. **Design Development** – The Architect will prepare Design Development documents for the City's approval to illustrate more detailed development of the approved Conceptual Design in order to establish and describe the size, scope, character, material composition, systems, and other features. This phase will include the integration of the various structural and MEP systems. Deliverables will include site plan, floor plans, RCP's, sections, elevations, finish schedules, diagrammatic layouts of the building systems, preliminary specifications, preliminary Landscape, Structural, and MEP drawings, other details to describe the size and character of the Project, and an updated Cost Estimate.
- 2.2. **Construction Documents** – The Architect will prepare detailed Construction Documents, including drawings and specifications to be used for bidding and construction. The Architect will select interior finishes, patterns and colors, and prepare a presentation board for approval by the City. There will be interim

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES

review submittals at 50% and 95% completion. An updated Cost Estimate will be provided with the 95% interim submittal.

2.3. Bidding and Contract Award – In this phase, the Architect will work with the City to craft the Request for Competitive Sealed Proposals to establish the City's priorities for evaluation and selection of the general contractor. We will issue the construction documents for bidding, address and issue addenda as required to clarify the Construction Documents and design intent. We will assist the City in review and scoring of the proposals, interviews of up to 3 proposers, selection of the Contractor, and final contract negotiations.

2.4. Construction Administration – The Architect will provide general administration of the Contract between the Owner and the Construction Manager as set forth in the current version of AIA Document A201.

2.4.1 We will provide ongoing attendance at twice-monthly Progress Meetings, review submittals, process Applications for Payment, and all other duties described in the General Conditions of the Contract. We also make periodic visits during construction to observe the progress, craftsmanship, and quality of materials.

2.4.2 At approximately 11 months after Substantial Completion, the Architect will provide a "walk-through" with the City and Contractor to identify any warranty related items that must be addressed.

2.4.3 The Architect will provide the Revit model to the Contractor at the commencement of the Construction phase to facilitate coordination, construction submittals and submission of the As-Built Documentation. The Contractor will be responsible to utilize this model to take the Level of Development to the degree of complexity and detail established by the City in the RFCSP for final submission to the City for facility maintenance and as-built documentation.

2.4.4 The Architect will provide As-designed Record Drawings at Project end.

2.4.5 The Architect shall provide Construction Phase services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- Up to 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- Up to forty-two (42) visits to the site by the Architect over the duration of the Project during construction, including attendance at twice monthly construction Progress Meetings, to review the progress and quality of work and to determine if work is proceeding in accordance with the Contract Documents.
- Up to two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- Up to one (1) observations for any portion of the Work to determine final completion.

- Up to sixty (60) days after the date of Substantial Completion of the Work or the originally scheduled date of Substantial Completion, whichever is earlier.

2.5 Building Information Modeling – The building will be designed utilizing using Autodesk Revit® Architecture Building Information Modeling (BIM) software to a 300 Level of Development. BIM shall be limited to overall building massing indicative of area, height, orientation and materials modeled in three dimensions or represented by other data and its use is restricted to the Architect and its Consultants for the purposes of internal coordination and conceptual presentation to the Owner. No other party may rely on the accuracy of the 3D Model for purposes beyond conceptual representation. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk.

2.6 Furniture, Fixtures and Equipment Design – During Design, alternate FFE layouts will be proposed and reviewed with the City. Once the furniture and equipment layout is finalized, the Architect will assist the City in the selection and specification of the required FF&E specific items including materials, fabrics and colors. The Architect will assist the City in the procurement of the FF&E items through the use of approved buy-lists such as TXMAS or similar.

2.7 Landscape Architecture – The Architect will provide Landscape Architecture services as described in the attached services proposal provided by DCBA, Inc, dated December 5, 2017.

2.8 Technology Design – The City of Allen IT Dept. and Fire Dept. will provide design guidance for the systems and equipment specifications required to serve the emergency and building communications technology, access control, building security, and audio-visual design requirements for the facility. A such, as specialty technology design consultant is not included

2.9 Building Envelope Consulting – In order to provide continuity in carrying out the corrective measures identified in JQ Engineering's July 2017 Building Envelope Assessment Report, the Architect will continue to engage JQ Engineering to provide specialty expertise consulting services for the repair and remediation of the existing fire station and training tower exterior building envelope. Please refer to the attached services proposal by JQ Engineering, dated February 8, 2018.

2.10 Roofing Specialty Consulting – The Architect will provide specialty roofing consulting services as described in the attached services proposal provided by DryTec Moisture Protection Technology Consultants, dated January 31, 2018.

2.11 Storm Shelter Design – The Architect will design an integral storm shelter in accordance with the new requirements of the IBC 2015. The City will provide the required Third Party Review of the architectural and engineering design.

2.12 Consultants – The Architect proposes the following sub-consultants:

Landscape Architecture:	DCBA Landscape Architecture
Structural Engineering:	JQ Engineering
MEP Engineering:	Reed, Wells, Benson & Company

Building Envelope Consultant:	JQ Engineering
Roofing Specialty Consultant:	DryTec Moisture Protection Consultants
Cost Estimation:	Aguirre Project Resources, LLC

2.13 Proposed Project Schedule – The Architect proposes the following:

Design Development:	March 15 – May 15, 2018 (3 months)
Construction Documents:	June 15 – Sept. 15, 2018 (4 months)
Bidding:	October 2018
Award Construction Contract:	November 2018
Phase I Construction Commencement:	November 2018*
Phase I Completion:	July 2019 *
Move from existing to new Firehouse:	August 2019 *
Phase 2 Commencement:	September 2019 *
Grand Opening of complete project:	Spring 2020 *

** The Architect has no control over the contractor's schedule and this is only a preliminary estimation of construction duration. This estimated construction duration may change as the project progresses through the Construction Documents and Bidding phases.*

3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time. If required, they may be added as an Additional Service:

- Civil Engineering
- Measured Drawings of existing FS
- Land Platting
- Geotechnical Investigation
- Traffic Impact Studies
- Materials Testing
- As-constructed drawings
- Environmental Assessment
- Technology design consultant
- Storm shelter design peer review
- Building Commissioning
- LEED Certification

4.0 PROFESSIONAL FEES

City shall compensate the Architect as follows:

Design Services	Phase	Subtotal
Architectural, Structural & MEP Engineering		
Design Development (30%)	= 105,000.00	
Construction Documents (45%)	= 157,500.00	
Bidding (5%)	= 17,500.00	
Construction Administration (20%)	= 70,000.00	\$350,000.00
Furniture, Fixtures & Equipment Design	=	\$6,500.00
Landscape Architecture	=	\$14,675.00
Building Envelope Remediation Consulting	=	\$45,000.00
Roofing Repair Specialty Consulting	=	\$30,500.00
Storm Shelter Design	=	\$23,500.00
Cost Estimating	=	\$10,100.00
SubTotal Professional Fees		\$480,275.00

A&E Reimbursable Expenses Max	\$ 12,000.00
Total Professional Fees & Reimb Exp	\$492,275.00

5.0 REIMBURSABLE EXPENSES

5.1. City shall reimburse the Architect for actual expenditures made by the Architect and its Consultants in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed \$ 12,000 without prior written approval. Reimbursable expenses shall include:

5.1.1. Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs.

5.1.2. Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service.

5.1.3. Telecommunications expenses related to online or video conferences such as GoToMeetings or WebEx.

5.1.4. Fees paid for securing approval of authorities having jurisdiction over the Project.

6.0 ADDITIONAL SERVICES

6.1 Additional Services: Following prior written authorization and approval of City, Architect shall make revisions in drawings, specifications or other documents when such revisions are:

- necessitated by inconsistencies with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or Project budget;
- required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
- necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, the City's schedule, or the method of bidding or negotiating and contracting for construction;
- providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.

6.2 Compensation for Additional Services: Compensation for Additional Services shall be negotiated on a lump sum basis or provide on an hourly basis in accordance with the attached billing rate.

7.0 MISCELLANEOUS PROVISIONS

This agreement is subject to the following Conditions:

- 7.1 Project Contingency:** The Owner and the Architect agree that this is a one of a kind Project that constitutes a number of unique variables including but not limited to the site and setting, local environment, the context, program, budget, stakeholders involved, the set of consultants and team assembled, the Contractor, jurisdiction, timeframe, etc. Increased costs and changes may be required because of the nature of the renovation and unknown conditions that may be discovered during construction. Therefore, the final design and construction costs of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 3% of the cost of the Project as a Contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the Contingency because of such changes or because of claims made by the Contractor relating to such changes.
- 7.2 Standard of Practice:** The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 7.3 Statement of Jurisdiction:** In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.