

09.18.2024

**Mr. Ramon E. Chavez, PE**  
**City of Laredo Engineering Department**  
1110 Houston Street  
Laredo, Texas 78040

Re: City of Laredo New Police Dept. South Sector Station Project

**Mr. Chavez,**

Slay Architecture is pleased to have the opportunity to submit this proposal for professional design services for the City of Laredo Police Department. We outline below our understanding of the project scope, proposed services, compensation, and other matters:

#### **PROJECT SCOPE**

- Site is approximately 6 acres located east of Cuatro Vientos and to the north of La Pita Mangana Road;  
**See Exhibit "B"**
- Conceptual Design services to include Programming, Overall Site Analysis and Conceptual planning.
- Site assessment and site planning to include approximately 200 covered surface parking spaces.
- A new building/addition of approximately 14,000 square feet. This building may include:
  - Community / Victims area and separate lobby
  - Administration area
  - Criminal Investigative Division
  - Training Unit and Classroom area
  - Storage areas including armory, evidence, Equipment, Records and File rooms
  - Men's and Womens' Locker rooms
  - Gymnasium
  - Loading Dock
  - Offender areas with separate entrance including interrogation and holding cells**See Exhibit "C" for the meeting minutes with more information**

#### **BASIC SERVICES TO BE PROVIDED BY THE ARCHITECT**

As detailed on the Services Schedule attached as **Exhibit "A"** to this proposal and summarized below:

- **Conceptual and Pre-Design Services** for programming of the project, conceptual space planning, parking analysis and site location determination
- **Basic Architectural & Engineering Services** for the design and documentation of the project, including architecture, structural, mechanical and electrical systems, landscape architecture and civil engineering,
- **Permitting Services** to assist you in obtaining permits for construction;
- **Contract Procurement Services** to assist you with bidding and obtaining a construction contract;
- **Contract Administration Services** to administer the construction process;
- **Special Services**, including Furniture, Fixtures and Equipment (FF&E), 3D renderings, IT/Security System design and cost resourcing consultants.
- **Any other services** not specifically listed in this proposal are excluded.

#### **CHANGES IN SERVICES OF THE ARCHITECT**

Changes in Services of the Architect, if required, include:

- Work required beyond the scope of services described in the Services Schedule;
- Items specifically identified as Changes in Service in the Services Schedule;
- Revisions in the Architect's work due to change in instructions or approvals given by the Client;
- Enactment or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in the Architect's work;
- Changes in the scope of the project.

**SERVICES/INFORMATION TO BE PROVIDED BY THE CLIENT**

- As detailed on the Services Schedule attached as Exhibit "A" to this agreement.
- **Consultants** not specifically included in this proposal must be provided by Owner.
- **Fees** required by local, state, or federal agencies are to be provided by Owner.
- Owner must provide any other documents required to describe existing conditions of the project. Our work will be prepared based on the documents that you furnish to us.

**COMPENSATION**

For the Services indicated in the Services Schedule, a percentage of actual construction cost (unless otherwise noted):      Basic Architectural and Engineering Design Services      7.5%

Compensation for Basic Architectural & Engineering Services, including normal civil, structural, mechanical, electrical, plumbing engineering and landscape architecture will be calculated at a rate of 7.5% of the estimated construction cost. The current billing rate is calculated based on the initial opinion of probable construction cost, the fee will be adjusted accordingly to the actual construction cost. The calculated initial fee is based on a construction budget of \$5,800,000.00 equaling **\$435,000.00** (Four hundred thirty-five thousand dollars):

➤ **Basic Services New Building 14,000 s.f. (including surface parking)**

Basic Architectural & Engineering Services	\$435,000.00
Other required services:	
Topographic and Improvement Survey	\$ 13,800.00
Geotechnical Engineering Study	\$ 24,000.00
Fire Flow Test	\$ 250.00
Platting	\$ 17,000.00
Detention Basin Design	\$ 10,000.00
TDLR-ADA Review and Inspection Fees	\$ 3,600.00
Storm Water Pollution Prevention Plan	\$ 2,500.00
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<b>Total Design and Construction Services Total:</b>	<b>\$506,150.00</b>

**REIMBURSEABLE FEES( Approximation Only)- To be paid by Owner/Contractor**

• Plan Review Fees	tbd
• Platting fees	tbd
• Permit Fees	\$ paid by Contractor
• Special Inspections / Commissioning	\$ as required by City
• Printing and reproduction	\$ 5,000.00+/-
• Others as required	

We anticipate the following additional consulting services will be required for this project:

- Environmental Assessment, Survey and Abatement (By Owner)
- Special Inspections and Commissioning

Fees for these Consultants can be added to this agreement by addendum when a scope of work for each discipline has been established and Consultants, mutually acceptable to Client and Architect, have been engaged.

The "Total Basic Services" shall be due as monthly payments based on percentage of completion each month and in phases as follows:

Conceptual Design	5%
Schematic Design	20%
Design Development	20%
Construction Documents	30%
Permitting	2.5%
Bidding/Negotiation	2.5%
Construction Administration	20%

The Architect's compensation allocated to Construction Administration services shall be due as equal monthly payments during the construction phase established in the Schedule of Services or in the contract for construction, whichever is less.

**For Changes in Service, if any:**

On an hourly basis at the Architect's and the Architect's Consultants' standard hourly rates in effect at the time the services are performed. The Architect's current standard hourly rate compensation schedule is attached as Exhibit "B" to this agreement.

**For Reimbursable Expenses:**

Reimbursable expenses, such as plotting and reproduction of documents (exclusive of intra-office and interdisciplinary coordination prints), preparation and transmission of electronic files (exclusive of interdisciplinary transmission of files between the Architect and the Architect's consultants), fees for governmental reviews, auto travel mileage outside of the County, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.15 times the Architect's cost and will be in addition to the above compensation. A current schedule of standard reimbursable expense rates is available from the Architect upon request.

**Invoices:**

Invoices for the work performed will be submitted each month. Payment is due upon receipt. If payment is overdue beyond thirty (30) days of billing date, carrying charges are guaranteed by Client to be paid at the rate of one percent (1.0%) per month of the amount past due, plus any legal fees or expenses necessary for collection of the delinquent account. If payment becomes more than sixty (60) days past due, we reserve the right to stop work on the project, and any liabilities and/or additional expenses caused by termination of activity will be assumed by the Client.

**OTHER PROVISIONS**

This proposal is subject to limitations as detailed on the Services Schedule attached as Exhibit "A" to this proposal, including but not limited to the following:

- A maximum of twelve (12) Client-Architect meetings (*after the date of this agreement*) during the design and documentation of the project is included in the scope of services;
- A maximum of forty-two (42) Architect site visits/field observation reports is included for Contract Administration services;
- A maximum of four (4) Structural Engineer site visits/field observation reports is included for Contract Administration services;
- A maximum of twelve (12) Mechanical/Electrical Engineer site visits/field observation reports is included for Contract Administration services;
- A maximum of eighteen (18) months of construction time (*to Substantial Completion*) is included for Contract Administration Services.
- LEED Certification is not included. If certification is desired, that will be negotiated as an Additional Service.

This proposal is subject to change or withdrawal if it has not been accepted and executed by the Client within sixty (60) days.

Our construction drawings will be produced utilizing computer-aided design and drafting equipment (CAD). We will not be liable for the accuracy or completeness of drawings and specifications until the final documents, bearing the Architect's seal and signature, are issued by the Architect to the Contractor for

construction of the project. We will not be liable for the completeness or accuracy of drawings or other documents provided on electronic media, if any.

All drawings, specifications, computer files, reports, field data, notes, and other documents prepared by the Architect and the Architect's consultants, for this project are Instruments of Service. The Architect and Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

We will exercise professional judgment to design the project in compliance with the Americans with Disabilities Act Architectural Guidelines (ADAAG). However, because the ADAAG is federal civil rights legislation and not a building code or ordinance, we cannot warranty that our design will include everything required for "complete compliance" with the ADAAG.

The Client may terminate this agreement, with or without cause, by notifying the Architect in writing. In this event, the Architect's total compensation due would be for the portion of the Architect's services provided and expenses incurred to the date of the Architect's receiving such written notice. The Architect reserves the right to terminate for cause, with seven (7) days written notice.

The Client and Architect have considered the risks, rewards and benefits of the project when establishing the Architect's total fee for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims or expenses arising out of this agreement from any cause or causes, including attorney's fees, shall not exceed the total amount of the fee paid to the Architect (excluding any fees paid to consultants), or \$250,000.00, whichever is less. Such causes include, but are not limited to, the architect's gross negligence, strict liability, or breach of contract.

The Architect and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

Services performed under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or other Instrument of Service of the Architect.

Architect will coordinate Architect's work that of the engineers and other consultants, but each consultant will be directly responsible for the timeliness, accuracy and completeness of the consultant services performed.

Evaluations of the Client's budget for the Project, the preliminary estimate of the Cost of Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

The Client agrees to include in the budget, a contingency to be used to pay for any increased costs and changes required because of possible errors, omissions, ambiguities or inconsistencies in the Architect's Instruments of Service. The Client further agrees to make no claim, direct or indirect, against the Architect or those for whom it is responsible with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

If the scope of the project or required services change as a result of occurrences or discoveries that were not originally contemplated by or known to the Architect, the contract shall be renegotiated. The Architect shall identify the changed conditions and the owner shall promptly and in good faith enter into renegotiation of this

agreement. If renegotiated terms cannot be agreed to, the Client agrees that the Architect has an absolute right to terminate this agreement.

Certifications/Other Documentation, Including Lender Certifications – The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this agreement, or that would increase contractual or legal obligations or risks, or the availability or cost of the architect's professional or general liability insurance. This will be in the Architect's sole judgment.

The Client waives any claim against the Architect for the Architect's recommending or otherwise participating in the selection of the contractor who, for any reason, displeases the Client.

The Client stipulates and agrees that the drawings, contract documents and other work prepared and services performed by the Architect shall constitute a part of the work as defined by the State Constitution and Statutes.

All costs required for the construction of the project are solely the responsibility of the Client and are not to be paid, in whole or in part, by the Architect.

The Architect does not warranty his work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made by the Architect. Any error or omission by the Architect shall be corrected in the drawings by the Architect at no additional cost to the Client.

The Client and Architect each acknowledge that each of the parties is experienced in business matters of the type which are the subject of this agreement and has relied on his/her own experience and judgment or that of legal counsel in evaluating these terms.

This agreement represents the entire and integrated agreement between the Client and Architect and supersedes any prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument executed by the Client and Architect.

If this proposal is acceptable, please acknowledge by signing and allow it to serve as the basis for our Client-Architect Agreement. We can begin our work when the Agreement has been executed. We look forward to continuing to work with you on this project.

Client:

Architect:

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Ramon E. Chavez, PE  
City of Laredo  
Engineering Department



\_\_\_\_\_  
Madeline Anz Slay, AIA  
President  
Slay Architecture

\_\_\_\_\_  
Date

\_\_\_\_\_  
09-18-2024  
Date

Attachments: Exhibit A, Services Schedule  
Exhibit B, Site plan  
Exhibit C, Meeting Minutes 07-15-24  
Exhibit D, Hourly Rate Compensation Schedule

xc: contract file

Slay Architecture  
City of Laredo New Police South Sector Station

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 512.458.4126, has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

**SERVICES SCHEDULE**  
for  
**New Police South Sector Station**  
**Laredo, Texas**

**EXHIBIT "A" TO CLIENT-ARCHITECT AGREEMENT**  
**dated: 08-06-24**

**I. CONCEPTUAL & PRE-DESIGN SERVICES**

- Site Analysis / Planning to determine construction location and parking and utilities
- Site Survey – including but not limited to platted boundary, zoning, utilities, topography, easements, encroachments, improvements and vegetation
  - Surveyor shall prepare a Project Survey consisting of topography, existing improvement for the new building site. The platted boundary shall be used as the project boundary but otherwise boundary verification is not included with this work.
- Platting
- Geotechnical Testing and Evaluation (fee to be determined)
  - The geotechnical engineer will provide a subsurface soils study per the criteria provided by the structural and civil engineers. This study will determine the properties of the soils and subsurface conditions and will make recommendations of the type of foundation systems, backfill and pavement materials.
- Coordinate environmental assessments provided by the Owner's consultants
- Fire Flow Test
- Programming for Space/Occupancy needs to determine the required area and adjacency analysis
- Preliminary Cost Analysis based on Programming and Site Analysis

**II. DESIGN SERVICES**

Architectural Design and Construction Documents

- Schematic Design
  - The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program and budget for the Work. The documents shall establish the schematic design of the Project, illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, preliminary building plans, and exterior elevations studies. The Architect will coordinate with the structural consultant to provide a preliminary structural concept. At the Architect's option, the Schematic Design Documents may also include sections, study models, electronic modeling or combinations of these media.
  - Preliminary site plan, floor plans, exterior elevations
  - Preliminary building code and zoning review
  - Preliminary opinion of probable construction cost
    - The Architect shall provide estimates of probable construction costs, based on similar projects and current market prices.
  - Preliminary structural concept
  - Preliminary site utility concept
- Design Development
  - The Architect shall provide Design Development Documents illustrating and describing the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections, elevations, and typical details.
  - Refined site plan, floor plans, and exterior elevations.

- Preliminary grading and utility plans
  - Outline specifications
  - Revised opinion of probable construction cost
  - Typical construction details
  - Interior design plans and elevations, selection of finishes and colors.
- Construction Documents
    - The Architect shall provide Construction Documents setting forth the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish the selection, composition, and quality levels of materials and systems required for the Project.
    - Architectural plans and details
    - Structural plans and details
    - Mechanical, Electrical and Plumbing plans and details
    - I/T and Security System Coordination
    - Civil Engineering plans and details.
    - Interior finish design plans and details
    - Landscape and irrigation plans and details
    - Project Manual and Specifications
    - Preliminary Plan Review Conference with Governmental Entities
      - The Architect shall arrange and attend a preliminary plan review conference with City Plan Review officials to confirm the general conformance of the design of the Project to applicable County codes and other regulations.

### III. PERMITTING SERVICES

- In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond to questions or comments by City plan reviewers related to the Architect's scope of services.
- Assistance in completing Application for Building Permit
- Assistance in City Building Permit Approval
- International Energy Conservation Code calculations
- Plan submission for ADA review / Assistance in Texas Department of Licensing and Regulation (TDLR) Accessibility (ADA) Approval
  - The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any.

### IV. CONTRACT PROCUREMENT SERVICES

- General Contract Procurement Services for Competitive bidding or Negotiated contract;
- Assistance in Value Engineering (analyze alternate design concepts, materials, and methods);
- Issue addenda to construction documents
- Respond to questions regarding intent or clarification of the contract documents where necessary
- Participate in bid/proposal evaluations
- Assist in contract preparation
- The Architect shall consider requests for substitutions, if permitted by the Bidding or Proposal Documents, and shall prepare and distribute addenda identifying acceptable substitutions to all prospective bidders/proposers.
- If requested by the Client, the Architect shall distribute the Bidding Documents to prospective bidders/proposers and request their return upon completion of the bidding/pricing process. The Architect shall



maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.

- The Architect's Contract Procurement Services, whether for competitive bidding or negotiation, shall be provided for a single procurement process. Should the Client elect for any reason to re-bid, re-negotiate, or to change from a bid-to-negotiation of negotiation-to-bid process, the Architect's services shall be provided as a Change in Services.

## V. CONTRACT ADMINISTRATION SERVICES

### GENERAL ADMINISTRATION

- Observe the project to become familiar with progress of the work
- The Architect shall provide administration of the Contract between the Client and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this document. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.
- The Architect's responsibility to provide the Contract Administration Services commences with the award of the initial Contract for Construction and terminates at the issuance to the Client of the final Certificate for Payment.
- The Architect shall be a representative of and shall advise and consult with the Client during the provision of Contract Administration Services. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written amendment.
- Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Client and Architect.
- The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings and/or Specifications in need of clarification and the nature of the clarification requested.
- If deemed appropriate by the Architect, the Architect shall on the Client's behalf prepare, reproduce and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.
- The Architect shall interpret and decide matters concerning performance of the Client and Contractor under the requirements of the Contract Documents on written request of either the Client or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness.
- Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Client and Contractor, and shall not show partiality to either. The Architect shall not be liable for the results of interpretations or decisions so rendered in good faith.
- The Architect shall render initial decisions on claims, disputes or other matters in question between the Client and Contractor as provided in the Contract Documents.
- During the Architect's performance of Contract Administration Services, the Architect shall review the project from time to time and may recommend design changes, additions, or corrections. Changes and additions approved by the Client and corrections as necessary shall be added to the work by Change Order. A contingency fund, in an amount established by the Client in consultation with the Architect, shall be provided by the Client to be used for such changes, additions, and corrections.
- If the Architect is required to respond to Contractor's requests for information when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions,

other Client-provided information, or prior Project correspondence or documentation, such response shall be provided by the Architect as a Change in Services.

#### SITE VISITS/ CONSTRUCTION SITE MEETINGS

- The Architect, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
- The Architect shall attend routine construction progress meetings with the Contractor at the construction site. The Architect shall conduct such meetings, record minutes of the meetings' activities, and distribute minutes to the Client and Contractor.
- The Architect shall attend other special site meetings when required for review of mock-ups, pre-construction conferences, and the like.
- The Architect shall report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- The Client shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have the authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- The Architect is not responsible for general coordination and phasing of the project or construction sequences.

#### CERTIFICATION OF PAYMENTS TO CONTRACTOR PAYMENTS TO CONTRACTOR

- The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### SUBMITTAL REVIEW

- The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- If more than two (2) reviews of any Shop Drawing, Product Data Item, Sample or similar submittal are required of the Architect, such additional reviews shall be provided by the Architect as a Change in Services.

#### ADMINISTRATION OF CHANGES IN THE WORK

- The Architect shall prepare Change Orders and/or Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction (ASI).
- The Architect shall review properly prepared, timely requests by the Client or Contractor for Changes in the Work, including adjustments to the Contract Sum and/or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested Changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an ASI and recommend to the Client that the requested change be denied. If the Architect determines that implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Client, who may authorize a Change Order to be prepared.
- The Architect will review and take appropriate action on Contractor's proposed substitution of materials or products, where such substitutions are permitted by the Contract Documents.

#### SUBSTANTIAL AND FINAL COMPLETION REVIEW

- The Architect shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- The Architect's Substantial Completion review shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to prepare a list of items to be corrected or completed. The Architect shall distribute copies of the list of items to be corrected or completed to the Client and Contractor.
- When the Work is found to be substantially complete, the Architect shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final

completion or correction of the Work. When the Architect receives the Contractor's final application for payment, indicating the Final Completion of the Work, the Architect shall conduct a Final Completion inspection. The Architect's Final Completion inspection shall be conducted to determine the Contractor's satisfactory completion of the list of items to be corrected or completed. When the work is found to be finally complete, the Architect shall certify and forward to the Client the Contractor's final application for payment.

- The Architect shall receive from the Contractor and forward to the Client: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Client against liens.
- Special Inspections Coordination (as required by the Building Codes)
- Should the Architect be required to make more than one (1) review for Substantial Completion and/or more than one (1) review for Final Completion, such services shall be provided by the Architect as a Change in Services.

## VI. GENERAL PROJECT ADMINISTRATION SERVICES

- The Architect shall manage the Architect's services, consult with the Client, research applicable design criteria, and communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect with those services provided by the Client and the Client's consultants.
- The Architect shall make presentations to explain the design of the Project to representatives of the Client. The Architect shall attend meetings periodically with the Client to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Client at such meetings/presentations in the further development of the design.
  - Should the Architect be required to attend more than six (6) total such meetings/presentations (as of the date of this agreement), exclusive of periodic construction progress meetings with the Contractor which the Client may also attend, such attendance shall be provided by the Architect as a Change in Services.
- The Architect shall arrange and attend a preliminary plan review conference with City/County officials to confirm the general conformance of the design of the Project to applicable City/County codes and other regulations.
- The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any.
- Should the Architect be required to (1) make substantive revisions to the Drawings and/or Specifications as a result of revisions required by the TDLR Reviewer which were not reasonably anticipatable by the Architect, (2) apply for variance/s based on TDLR Reviewer comments not reasonably anticipatable by the Architect or necessitated by Client mandated Project design components, or (3) provide services related to Reviewer comments from a post-construction inspection, such services shall be provided by the Architect as a Change in Services.
- In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond to questions or comments by City officials related to the Architect's scope of services.

## VII. SPECIAL SERVICES

- Furnishings, Fixtures, and Equipment (FF&E) Selection & Bid Package
- IT / Security Systems Design
- Cost resources consultant
- Based on approved design of the project, we will prepare a three-dimensional representations of the project to the level of detail we deem appropriate for the final rendering(s), including colors, materials, and texture.

**VIII. INFORMATION / SERVICES PROVIDED BY THE CLIENT**

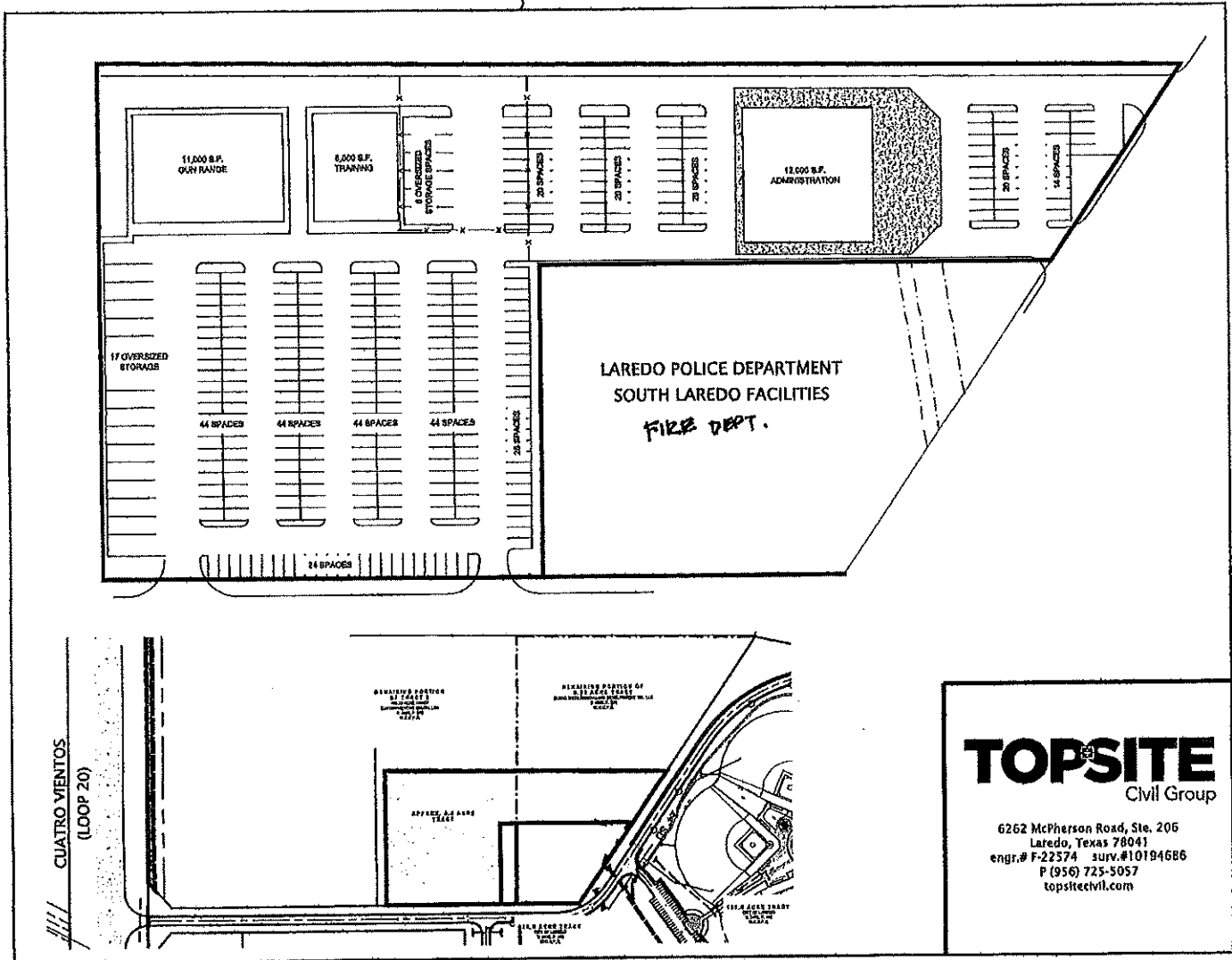
*Items below are provided by the Client and/or Client's Consultants;*

- Hazardous Material Assessment and/or Abatement
- Recent Title Policy
- Environmental Impact Studies
- Special Inspections / Commissioning
- Programming

**IX. SERVICES EXCLUDED**

- Hazardous Materials Study and Abatement
- Energy Efficiency Analysis
- Traffic Impact Study/Analysis
- Acoustic Design & Engineering
- Assist in contract preparation (Optional service)
- Zoning
- Flood Study
- Retaining Walls
- Field Notes/Easements
- Construction Staking
- Off-Site Utilities
- Pervious cover calculations
- Arborist services
- Existing landscape analysis
- Design of bid alternates/multiple bid packages
- Any other items not specifically listed in this agreement.

# EXHIBIT "B"



**TOPSITE**  
Civil Group

6262 McPherson Road, Ste. 205  
Laredo, Texas 78041  
enr.# F-22574 surv.#10194686  
P (956) 725-5057  
topsitecivil.com



SLAY ARCHITECTURE

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## Meeting Minutes

### Scope of Work

**Project:** Police Dept. South Sector Station Project  
Laredo, TX 78041

**Project  
Number:**

**Meeting No.:** 01

**Date:** 07/15/2024 at 10:30 am

**Issued Date:** 07/17/2024

**Next Meeting:** TBD

**Prepared By:** Slay Architecture

**Meeting Location:** Laredo PD HQ Conference Room

**Attendees:** Refer to sign-in sheet

#### Item Meeting Item Description

#### GENERAL INFORMATION

1. **Purpose** of this meeting is to define the scope of work for the design of the South Sector Station.
2. **Current Facility Assessment:**
  - There are no current comparable local facilities from which can be assessed and determine deficiencies.
  - The police station at TAMU may be the closest example that we may have for this project. Lt. Govea scheduled a site visit for later this day.
  - Site visits to other cities that have sector stations with similar needs was suggested. Cities mentioned below:
    - Houston
    - Pearland
    - Fort Worth.
3. **Site:**
  - The site is located east of Cuatro Vientos and to the north of La Pita Mangana Road. Refer to attachment TopSite Civil Group.
  - The PD/ City will provide more detailed site information including boundary, topographic and improvement surveys.
4. **Space Requirements:**
  - Parking Requirements.
    - Plan for approx.. 200 surface parking spaces, currently there is no request for covered parking due to cost concerns
    - We typically see 3 (10 hr) shifts for these stations.
    - 80 daily working on average and 120 max at overlapping hour shifts (only on Fridays)
    - Parking for general public can be kept to a minimum.
    - Friday all officers come in.
  - No fuel stations required on site.
  - Current needs require a total of 150 officers but they are not all working at the same time. (3- 10 hr shifts)
  - Victim Services need to be planned for to include Lobby, front desk with window, 1 office, records, and 2 interview rooms. The lobby for general public can be shared for Victim Services.
  - Current ration of men to women is 85% to 15% but should plan for 20%-25% for women.
  - Currently no Holding Cells are planned in Sector Stations.

- Will a Quartermaster Room be needed?
5. **Community Interaction:**
- The sector station will not be geared to serve a civic / community interactive space. However, It will provide an area accessible to the general public. No Community Room is needed but Training Room can be used for the community as well and should be close to the public areas.
6. **Future Growth:**
- Projected growth requirements should be accounted for. Sector Station should be designed to accommodate at minimum 10 to 15% expansion for the next 10 years.
  - Proper site placement in view of future expansion needs to be considered.
  - Communications Department is being considered for future expansion.
  - Design will study if there are potential benefits of a two story structure that allows partial "white boxed" second floor to accommodate future expansion with minimal costs and disruption to current property.

## **OPERATIONAL CONSIDERATIONS**

7. **Workflow and Efficiency:**
- Area for visitors and general public should be separate from Patrol Operations.
  - Dispatch will be serviced from the Main Headquarters.
  - Training Room should be accessed from general public area as well as from Patrol Operations area.
8. **Victim's Services/ General Public Areas to consider:**
- Lobby with waiting area and front desk with service window. Service Window can be placed off main public lobby. Lobby could be shared.
  - Reception desk area
  - 1 office
  - 2 interview rooms
  - Small conference room
9. **Patrol Operation Spaces / Areas to consider:**
- Training Room (for 80 person capacity) data equipped for projector equipment, etc..
  - Administration
    - Office 1 Captain
    - Offices for 3 Lieutenants
  - General/ Patrol Operations
    - Briefing Room / Instructions
      - Approx.. 40 person capacity
      - "lap" stations (shared)
    - Supervisors- office
  - CID
    - 6 to 10 detective work spaces
    - 1 office for Sergeant
    - 1 office for Lieutenant
  - Arrest processing areas
    - Interrogation Rooms (2)
    - 1 Processing Room
    - 2 Holding Cells (1 for men, 1 for women)
  - Evidence room - "bag & drop" area with evidence being picked up and sent to main PD.
  - Lab
  - Armory storage room (secured)
  - Equipment storage
  - Office supplies storage
  - Records storage
    - Two working clerks
  - Vehicles



- A work area/ carport
- Loading dock bay with overhead door

**10. Staff Amenities:**

- Break Room (with kitchen area, dining area)
- Locker rooms with showers
- gymnasium.

**11. Security Requirements:**

- Lobby will be accessible to general public/ Victims area. The rest of the building will have secured entry points and restricted areas.
- The facility should have a backup electrical generator.

**12. Technology Integration:**

- The Police Department has an in-house staff that handles the IT, and technical services.

**13. Sustainability:**

- There are not any requirements regarding sustainability and energy conservation other than those dictated by current building codes.

**BUDGET AND TIMELINE**

**14. Budget:**

- The total budget is 7.7 million. Approximately 1.9 million is going for land acquisition.
- 5.8 million budget for design and construction.

**15. Timeline:**

- There is no set desired timeline for the project however the sooner the better.
- Slay Architecture will provide a project design schedule.
- The service agreement approval by the City, and the department design review process at the different phases may take the most time.

**KEY RULES OF THUMB TO CONSIDER**

**16. Typical Space Allocation:**

- Office Space: Allocate 150 to 250 square feet per office.
- Holding Cells: Plan for 70 to 100 square feet per cell.
- Interview Rooms: Typically, 100 to 150 square feet per room.
- Locker Rooms: Around 10 to 15 square feet per officer.

**TAMIU STATION WALK-THROUGH (Observations)**

17. Building total square footage approximately 18.2k and 8,000 sf are dedicated to the University Police Department the rest is shared with mail and print services.

18. The building was built 5 years ago and currently 19 officers work and there is room for growth.

**19. MAIN AREAS:**

**Lobby (public)**

- Open 24/7
- Conference room accessed through lobby- without the need to go through the secured areas.
- Toilet Rooms
- Service Desk Window

**Secured Area (1)**

- Entrance to the reception room
- Private room for questioning (victims)
  - Had soft lighting
  - Calm and serene vibes
  - ,

## **Secured Area (2)**

- Communications Center
  - Cameras screens
  - Receive emergency calls
- Electrical room
- Toilet rooms
- Janitor room
- Evidence Room (limited access)
  - Hallway outside has area for logging in evidence and lockers to store evidence
  - Inside room there are shelves and gated area for extra security if needed.
- Lab Room (12x20)
- Office
- Storages (3- 8x10)
- Armory room (10 x 14)
- Training / Education (24x40)
  - With tables and chairs (to seat 30)
  - Pull down screen
  - Whiteboards
  - Movable furniture for flexibility
  - Screens
- Emergency Electrical room
- Locker rooms with shower and toilet room (men & women)
- Breakroom (20 x 12) (cabinets, microwave, refrigerator)
- Patrol suite
  - Offices (4) (10x12)
  - Workstations with computers (32x60)
  - Charging station for cellphone and body camera
- CID Division
  - Workstations with computers (32x10)
  - 1 lieutenant office
- Administration office area (5 offices)
  - 5 offices (for Chief, Assist Chief, others)
- Storage for bikes and equipment
- Access to private area outside for patrol cars
- Booking Area:
  - Accessed from the main entry access area and from police operations area
  - Interrogation room
  - Booking room
  - Holding room

All meeting minutes items are considered correct and accurate unless the author is notified in writing within 48 hours.



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**SIGN-IN SHEET**  
**Scope Meeting**  
**Police Department South Sector Station**  
**07/15/2024**

NAME	COMPANY	PHONE	E-MAIL
RICARDO GONZALEZ	Police Dept.	683-3749	rgonzalez3@ci.laredo.tx.us
Lt. Margarita Govea	Laredo Police	261-6660	mgovea@ci.laredo.tx.us
Edgar Garza	Laredo Police	236-5148	egarza3@ci.laredo.tx.us
Robert A. Lopez	SLAY ARCH/LSA		
Monica Guzman	SLAY ARCH	956-791-0405	mguaforde@slayarchitecture.com
VALERIA BRIZUELA	" "	" "	vbrizuela@slayarchitecture.com

OCCUPANCY ANALYSIS						
	Area/Room	Approx. Min. Room/area size required	* Min. Area (sf) per Occupant	Max. # of Occupants	Min. Area Required (sf)	Comments
	<b>COMMUNITY/ VICTIMS AREA</b>					
	Lobby Waiting Area	15x20	15	8	300	Receiving area, attendant's desk and counter, waiting
	Lobby Attendant's desk	12x10	120	1	80	Officer /Attendant's desk and counter
	Public Toilet Room - Mens	9x16		3	144	2 wc/ lav/ urinal
	Public Toilet Room - Womens	9x16		3	144	2 wc/ lav
	Interview room 1	10x12		3	120	
	Interview room 2	10x12		3	120	
	Conference / Meeting Room	15x20	15	20	300	accessed from public area entrance
	SUBTOTAL			41	1208	
	Circulation Area / Hallways (15%)				181	
	Wall Area (2%)				24	
	DEPARTMENT GROSS AREA				1413	
	<b>LAW ENFORCEMENT</b>					
	<b>ADMINISTRATION</b>					
	Chief's Office	12x14		1	168	w small conf. table
	Lieutenant Office 1	10x12		1	120	
	Lieutenant Office 2	10x12		1	120	
	Clerk Office	8x8		2	128	
	<b>FIELD OPERATIONS</b>					
	open work area (workstations)	40x60		10	2400	desk work area 5x6 plus 3x6 circulation/station
	Supervisor office	12x10		1	120	
	CID					
	open work area (workstations)	16x20		8	320	
	Sergeant office	12x10		1	120	
	Lieutenant office	12x10		1	120	
	<b>TRAINING AREA</b>					
	Classroom/ training area	24x60	15	60 to 80	1440	tables/w chairs/ data for smartboards/ projectors
	<b>STORAGE AREAS</b>					
	Armory	10x20			200	
	Evidence Room	10x18			180	with high security caged areas
	Lab Room	10x20			200	
	Equipment Room	10x12			120	
	Records	10x12			120	
	File Room	10x12			120	
	<b>COMMON AREAS</b>					
	Break Room	20x12		10	240	counter w sink, cooking appliance, frig/ area for table
	Men's Toilet Rm	9x20		5	180	2 wc/ lav/2 urinal
	Women's Toilet Rm	9x20		3	126	2 wc/ lav
	Mens locker/ shower area				1200	(men- 120 lockers (400sf)/ 10 showers (400sf)
	Womens locker / shower area				450	(36 lockers (150sf) / 4 showers (150sf)
	gymnasium	25x25			625	
	IT Room	10x10	100	1	100	Technical/ Data/ Servers
	Sprink./Mech./ Elect.	5x5, (2) 10x12			265	
	Janitor	(2) 6x5			90	
	Exterior -Open bay parking covered area					
	loading dock/ overhead dr/ receiving	18x20			360	
	SUBTOTAL				9632	
	Circulation Area / Hallways (15%)				1445	
	Wall Area (2%)				193	
	DEPARTMENT GROSS AREA				11269	
	<b>OFFENDER - SEPARATE AREAS</b>					
	Separate Entrance/ Sally Port					Exterior -separate /secured vehicular access
	Processing Rooms	12x10			120	verify configuration
	Evidence Room	10x18			180	with high security caged areas
	Interrogation Room 1	10x12		3	120	w. camera/ observ. Rm / mirror/ no sound transmission
	Interrogation Room 2	10x12		3	120	
	Holding cell(s) / men	12x10		2/ea	120	verify configuration / quantity/ etc. /toilets?
	Holding cell(s) / women	12x10		2/ea	120	verify configuration / quantity/ etc. /toilets?
	Toilet Room - Mens	8x12		3	96	1 wc/ lav/ urinal
	Toilet Room - Womens	8x8		3	64	1 wc/ lav
	SUBTOTAL				940	
	Circulation Area / Hallways (15%)				141	
	Wall Area (2%)				19	
	DEPARTMENT GROSS AREA				1100	
	TOTAL GROSS AREA				13783	G5F

\* Per 2018 IBC Table 1004.1.2 Maximum Floor Area Allowances Per Occupant

**Definitions:**

**ASF Assignable Square Feet**

The usable area of area within the inside face of the interior walls of each space.

**NA5F Non-Assignable Square Feet**

Area such as mechanical space, corridors, restrooms, electrical, telecommunication closets, janitor closets, etc., which are inherent part of the building.

**G5F Gross Square Feet**

The area within the outside face of the exterior walls of the building.



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## Exhibit "D"

### SLAY ARCHITECTURE

#### 2024 Hourly Rates

Principal.....	\$225.00
Sr. Project Manager.....	\$200.00
Project Manager.....	\$175.00
Project Architect .....	\$175.00
Interior Designer .....	\$150.00
Project Coordinator III.....	\$125.00
Project Coordinator II.....	\$105.00
Project Coordinator I.....	\$95.00
Technical / Drafting .....	\$80.00
Administration / Clerical .....	\$65.00
Mileage .....	GSA Federal Rate in Effect
Reimbursable Expenses .....	cost + 15%

The specific hourly rate within each classification listed above is dependent on the experience and qualifications of the personnel needed for the project. Individual billing rates will fall within the range outlined above and will be rounded off to the nearest five dollar amount.

Standard Hourly Rates are adjusted from time to time in accordance with the normal salary review practices of the firm. The current rates in effect at any time are available upon request.