



May 10, 2024

Professional Services Proposal

EXHIBIT A

City of Laredo, Texas
ATTN: Joseph Neeb, City Manager
1110 Houston Street
Laredo, TX 78040
405-375-3705

REF: Laredo Firehouse 16 and 17

BRW Architects is pleased to submit this proposal for architectural services to design Firehouse No. 16 and Firehouse No. 17 for the City of Laredo.

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

1. INITIAL INFORMATION

The following professional architectural services described in this proposal are for the New Firehouse No. 16 and New Firehouse 17 consisting of select spaces that will meet the current and anticipated future fire department operational needs and will allow for a more efficient workflow and overall better efficiency. Firehouse 16 is to be located on 2 acre site adjacent to the new Laredo Sports Complex along Loop 20 on the east side of Laredo. Firehouse 17 is to be a site adaption of Firehouse 16 and is to be in North Laredo Industrial Park just off Interstate I-35. The specific site has not been identified. The new Firehouse will contain: Three (3) to Four (4) apparatus bays, Entryway, Offices, Restrooms - Public and Private, Tool Storage, Electrical/Mechanical room, Patio, zoned for "Hot, Warm & Cold Zones", Nine (9) to Twelve (12) Sleeping Spaces, Living Area, Dining Area, Kitchen and Three (3) Pantries, Laundry Area, Storage, Landscaping, and Utilities. The new Firehouses will be approximately 10,000 SF. with a Construction Budget not to exceed \$4.5 Million for each Firehouse.

2. ARCHITECTS RESPONSIBILITIES

- A. The Architect shall provide the professional services as set forth in this agreement.
- B. Architectural
 - Description of the basic services listed below under Scope of Services by phases for the new Firehouse.
 - Assist the City by Providing RFQ documents, reviews, scoring, and interviews for Solicitation for Competitive Bidding
 - Prepare and submit for building permit and other regulatory agencies including ADA.
- C. Interior Design
 - Design of all Interior Space
 - Selection of Interior materials and Colors throughout the building
- D. Landscape Architecture
 - Landscape design to meet zoning ordinance requirements as applicable using drought-tolerant / Native vegetation.

E. Landscape Irrigation

- Irrigation system design and documentation plans and specifications.

F. Civil Engineering

- Drainage, grading and paving design
- Grading spot elevation adequate for TAS compliance
- On-site water, gas, and sewer utilities
- On-site electrical
- Geotechnical Survey for foundation and paving design recommendations.
- Surveying with meets and bounds, easements, and setbacks with topo, existing utilities, existing vegetation.
- Storm Water Pollutant Prevention Plan (SWPPP to be provided by Contractor)
- Prepare and submit for site permit and other regulatory agencies including ADA.

G. Structural Engineering

- Structural foundation
- Structural framing

H. Mechanical, Plumbing and Electrical Engineering

- Mechanical systems, including temperature controls systems and written sequence of operations
- Fire protection sprinkler system (performance specifications)
- Electrical power, lighting, and fire alarm systems
- Coordination with utility companies for electrical power, telephone, fiber, cable TV, service entrances, etc.
- Coordination with City's IT department
- Emergency generator
- Station radio, and alerting systems.
- Audio / Visual Equipment
- Lightning and surge protection

3. EXCLUSIONS FROM SERVICES

- A.** The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

B. Architectural

- LEED Design / LEED Certification
- Full-time on-site construction observation
- Environmental or hazardous materials conditions / issues
- Preparation or assistance of additional bid packages after the initial bid
- Mold analysis
- Asbestos environmental remediation beyond the analysis
- Furniture, Fixture and Equipment Procurement

C. Civil Engineering

- Zoning modifications, including street abandonments, easements
- Environmental II or hazardous materials conditions / issues
- Platting
- Traffic analysis and traffic signals
- Detention Pond Design, calculations, and city review process, as necessary.
- Communication Tower
- Construction material Testing
- Pre-emption light

D. Mechanical, Electrical and Plumbing Engineering

- Building utility bill estimates
- Acoustical Design and Documentation
- Energy Efficient / Life Cycle
- Audio / Visual Equipment
- Technology and Telecommunication/Data
- Building Security door access and cameras Equipment

4. OWNER RESPONSIBILITIES

- A. The Owner shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The Owner shall not modify a decision once given to the Architect without additional compensation to the Architect.

5. OWNER PROVIDED SERVICES AND SYSTEMS

- A. The Owner shall furnish services or building systems other than Basic Services or authorize the Architect in writing to furnish them as an Additional Service, when such services are required to complete the project, provided that the City may use another subcontractor to provide the following services. These services may include those listed below as applicable:

- Laboratory materials testing / inspections (during construction)
- Environmental or hazardous materials conditions / issues

6. SCOPE OF SERVICES BY PROJECT PHASE

- A. Kick Off Meeting
- Review scope of work with project team. Identify contact information as well as chain of command for distributing information.
- B. Programming
- BRW, working with city staff, will review and verify the program of spaces, equipment needs, and site development for the new Firehouses. The Programming phase shall include two (2) working design meetings with the Owner.
- C. Code Research
- Research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, ADA by identifying requirements and restrictions related to the station.
 - Research regulatory agencies requirements to verify the agencies needs and review their process of receiving and approving submitted documents.
- D. Schematic Design
- Schematic Design documents shall include a site plan, building plans, sections, elevations and renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
 - Meet with City of Laredo Building Department and Fire Marshall for Pre-Application/Approval Meeting.
 - BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost databases including our own to determine the cost per square foot.

- Meetings and Deliverables. The schematic design phase shall include two (2) working design meetings with the Owner. BRW will provide the City of Laredo PDF's of the drawings and documents for the schematic design phase.

E. Design Development

- BRW will develop the Schematic Design to greater detail. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and probable cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.
- During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect shall update the statement of probable cost of the Work with a breakdown of materials and products and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.
- BRW will provide preliminary Civil, Structural, Mechanical, Electrical, and Plumbing engineering. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture. BRW will review with the Owner, equipment and furniture that are owner supplied vs. items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.
- BRW's civil engineer will evaluate our site conditions along with parking requirements, drainage, landscaping, and irrigation.
- Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. BRW will provide the City of Laredo PDF's of the drawings and documents for design development phase. Furthermore, PDF's will be provided for the project manuals (front ends).
- BRW will provide a statement of probable cost at the completion of Design Development, which will be a detail estimate developed from several cost data bases including our own to determine the cost per square foot and general costs of selected materials and methods. BRW will submit the estimate in PDF/electronic format.

F. Construction Documents

- The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.
- The Architect shall update the estimate of the Cost of the Work and project schedule at 30%, 60% and 90% completion of Construction Documents. The statement of Probable Cost shall be an estimate to include materials, equipment, component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the

Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimate.

- During the development of the Construction Documents, the Architect shall prepare a Project Manual including (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and (2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).
- Construction Documents phase deliverables shall include PDF documents at 30%, 60% and 90% completion for the Owner's review and comment. Final deliverables at 100% completion shall include one electronic file of the Contract Documents in PDF format and Specifications in PDF format.
- Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of wastewater system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting and locations for speaker system, phone, cable, and data. Civil engineering work will be reviewed and coordinated, and final details will be drawn and specified.
- Prepare complete Construction Documents, Specifications, Architect's Cost Estimate and Schedule and submit for Permit. Submit plans to Developmental Services Department for their review. Two (2) full size plan sets and PDF's.
- Submit plans and coordinate with ADA or Registered Accessibility Specialist (RAS) for accessibility review and city permitting.
- Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW shall assist in the solicitation for inclusion in the specifications.
- The Construction Documentation Phase shall consist of four (4) meetings. Construction Documents phase deliverables shall include PDF sets of documents at 30/60/90/100 percent completion for the Owner's review and comment. Final deliverables will be coordinated and submitted per standard process with Permitting Division.

G. Bidding includes the following

- BRW will provide bid-ready construction drawings and specifications.
- Assist the City by Providing RFQ documents, reviews, scoring, and interviews for Solicitation for Competitive Sealed Proposals.
- The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.
- The Architect shall consider requests for substitutions during the bidding period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.
- The Architect will participate a pre-proposal conference for prospective bidders.
- BRW will evaluate the bids for accuracy, check references, and provide a letter of recommendation forward.

H. Construction Administration

- Participate in Pre-Construction Meeting.
- Attend and chair (or as requested by Project Manager) construction progress meetings based roughly on one (1) meeting per month on site.
- The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.
- The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy, completeness, or quantities, or for substantiating instructions for installation or performance of equipment or systems.
- The Architect shall visit the site to become generally familiar with the progress of the quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports describing the status of the work and any deviations observed from the Construction Documents. The Architect anticipates the addition to be constructed all in one phase of construction.
- Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the contractor with the construction drawings and specifications.
- Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.
- Construction Administration services beyond the following limits shall be an Additional Service:
 - Evaluation of Contractor's substitution requests after thirty (30) days following the execution of the contract.
 - Owner requested project scope changes resulting in changes to the Construction Documents.
 - Evaluation of claims submitted by the Contractor in connection with the work.
- Construction Delays Caused by the General Contractor that result in the Architects Construction Administration services to extend beyond more than sixty (60) days after the date of the Substantial Completion and or Final Completion, originally established in the construction contract shall be Additional Services, with the exception of final completion and project closeout, and warranty walk. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

I. Warranty Period

- During the 12-month warranty period BRW will manage the coordination of possible issues with the new building by informing the City and by contacting the contractor for correction of possible issue and report to the City on status and completion of resolved issue.
- BRW will Participate in warranty walk of the building after 11 months from substantial completion.

7. TRAVEL

- A. Twenty-six visits to the site by BRW over the duration of each Project. The 26 visits by the project team shall be split into 10 visits during design and 16 visits during construction. Any additional site visits

requested by the Owner shall be reimbursable expenses to BRW.

8. COMPENSATION

- A. For Firehouse No. 16, Payment for Architectural services is not to exceed an amount of **\$454,800** to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.
- B. For Firehouse No. 17, Payment for Architectural services is not to exceed an amount of **\$367,600**
- C. 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.
- D. If the budget, scope or square footage of the buildings increases by more than 5% prior to bidding, the Architect shall request additional fees for additional services for owners' approval of the additional fees.

E. Firehouse No. 16 COST BREAKDOWN BY PHASES

▪ Schematic Design (20%)	\$90,960
▪ Design Development (15%)	\$68,220
▪ Construction Documents (40%)	\$181,920
▪ Bid Phase (5%)	\$22,740
▪ Construction Admin Phase (20%)	<u>\$90,960</u>
Total	\$454,800

F. Firehouse No. 16 COST BREAKDOWN BY DESIGN DISCIPLINE

Basic Services	
▪ Architectural	\$300,840
▪ Structural	\$26,160
▪ MEP	\$61,000
▪ Civil	\$34,880
▪ Landscape & Irrigation	<u>\$13,120</u>
Sub-total	\$436,000
Additional Services (included)	
▪ Geo-Tech Engineering	\$10,200
▪ Topographic Surveying	<u>\$8,600</u>
Sub-total	\$18,800
TOTAL SERVICES \$454,800	

G. Firehouse No. 17 COST BREAKDOWN BY PHASES

▪ Schematic Design (20%)	\$73,500
▪ Design Development (15%)	\$55,200
▪ Construction Documents (40%)	\$147,000
▪ Bid Phase (5%)	\$18,400
▪ Construction Admin Phase (20%)	<u>\$73,500</u>
Total	\$367,600

H. Firehouse No. 17 COST BREAKDOWN BY DESIGN DISCIPLINE

Basic Services	
▪ Architectural	\$213,640
▪ Structural	\$26,160
▪ MEP	\$61,000
▪ Civil	\$34,880
▪ Landscape & Irrigation	<u>\$13,120</u>
Sub-total	\$348,800

Additional Services (included)

▪ Geo-Tech Engineering	\$10,200
▪ Topographic Surveying	<u>\$8,600</u>
Sub-total	\$18,800

TOTAL SERVICES \$367,600

I. 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.

J. BILLING RATES

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.

▪ Principal Architect/ Engineer	\$210.00/hour
▪ Sr. Project Manager Architect/ Engineer	\$180.00/hour
▪ Project Manager Architect/ Engineer	\$170.00/hour
▪ Project Architect Architect/ Engineer	\$150.00/hour
▪ Architect / Engineer	\$125.00/hour
▪ Intern Architect I / Engineer I	\$105.00/hour
▪ Intern Architect II / Engineer II	\$85.00/hour
▪ Admin	\$70.00/hour

K. ADDITIONAL SERVICES

- 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.
- 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.
- If the services covered by this Agreement have not been completed within two (2) years 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.

L. REIMBURSABLE EXPENSES

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

M. INVOICING

- 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 the Texas Government Code.

9. PROJECT SCHEDULE

We anticipate the following time periods for the project phases:

PROJECT PHASE (EACH FIREHOUSE)	COMPLETED
Design	Weeks
Programming/ Schematic Design (20%)	6 weeks
Design Development (50%)	4 weeks
Construction Documents (100%)	12 weeks
City review	<u>4 weeks</u>
Sub-total	28 weeks (7 months)
Construction	
Bidding	2 months
Negotiations	2 months
Building Construction	<u>12 months</u>
Sub-total	16 months
Total	23 months

10. SCOPE AGREEMENT

Agreement represents the entire and integrated agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

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

OWNER

(Signature)

Joseph Neeb
City Manager
City of Laredo

ARCHITECT



(Signature)

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