

**RANDALL SCOTT
ARCHITECTS**

ARCHITECTURE | INTERIORS | PLANNING

**EXHIBIT 'A' TO THE AIA B101-2007
OWNER/ARCHITECT AGREEMENT**

Revised May 6, 2016

Mr. Ron Bowman
City Manager
City of Boerne
402 East Blanco Rd.
Boerne, Texas 78006

**RE: FEE PROPOSAL TO PROVIDE A/E SERVICES FOR A NEW CITY HALL FACILITY FOR THE CITY OF
BOERNE, TX**

I. PROJECT SCOPE

This proposal is submitted by Randall Scott Architects, Inc. (hereinafter referred to as RSA or Architect) to the City of Boerne (hereinafter referred to as City, Owner or Client) to provide Architectural and Engineering Services for a new City Hall Facility in Boerne, Texas.

A. PROJECT CRITERIA

The following Scope of Work regarding the Project has been prepared in a Needs Assessment Study for the City by RSA under separate contract:

1. The scope of work for this project consists of the design of a new City Hall Facility to include City Administration, Customer Service/Utility Billing, Council Chambers, IT, Planning, Public Works, Code Compliance, City Secretary, HR, Special Services, Finance and associated on-site work.
2. The Preliminary Needs Assessment prepared by RSA indicates a current population of approximately 12,000 and a projected population of 35,000-40,000 citizens at full build-out. The resulting square footage needs for the next 5 years total approximately 44,500 GSF with the full build-out needs being approximately 1,000 SF larger.
3. The site for the new City Hall Facility is owned by the City and located at 451 North Main. The site contains the Public Library on its east end. The City Hall is to be located on the west end of the site at the northeast corner of Main St. and John's Road.
4. Parking of approximately 207 new spaces is anticipated to be provided with the project.
5. The construction delivery method for the new City Hall will be CM at Risk. The CM will provide all construction cost estimating services as well as constructability reviews for the project working in collaboration with RSA and City Staff. The CM at Risk will be brought on board during the SD phase to assist with these pre-construction services. RSA would recommend we be involved in the CM at Risk selection process.
6. LEED certification is not required by the City for this project.
7. The Needs Assessment calls for a 3 story building on the site with an entrance plaza to the east and a connecting walkway to the Public Library.
8. The anticipated Construction Cost Limitation (CCL) for the project based on the needs assessment and an approximate size of 44,500 GSF is between \$12,237,500 and \$15,575,000. This results in a Total Project Cost (TPC) in the range of \$15,908,750 and \$20,247,500.

II. BASIC SERVICES

A. PRE-DESIGN PHASE SERVICES

The Pre-Design Phase shall consist of the following services provided by the Design Team :

1. **Benchmarking Tours of City Hall Facilities:** RSA will attend tours with the City of Boerne Staff and interested Council Members of other City Hall facilities in order to stimulate discussion about elements the City would like to see incorporated into the new City Hall Facility.

B. SCHEMATIC DESIGN PHASE

Schematic Design Phase services provided by RSA and our Consultants for this project shall consist of the following:

1. Perform a detailed code and zoning review for the proposed project and consult with the Owner on any changes that impact the design.
2. Conduct an on-site **Design Workshop # 1** with Staff and Council (Project Stakeholders) to review the Needs Assessment/Conceptual Design site plan, floor plans and exterior renderings and discuss changes requested by the City.
3. Develop the interior design and prepare interior renderings of key public spaces within the City Hall such as the Main Lobby/Atrium and Council Chambers.
4. Coordinate the MEP, structural, civil, survey, IT/AV, security, acoustical and landscape architecture consultants' Schematic Design services for the proposed design.
5. Prepare refined site plan, floor plans and exterior design options incorporating the Stakeholder comments received during Workshop # 1.
6. Meet with City Staff, Consultants and the CM at Risk to assist in the preparation of the CMR's SD Cost Estimate.
7. Prepare a Proposed Project Schedule for the design and construction phases of the project.
8. Hold a **Stakeholder Review Meeting** to review the revised Site Plan, Floor Plans, Interior Design Renderings, Exterior Design Renderings, Cost Estimate and Proposed Project Schedule to receive comment. This will likely take several iterations and meetings to finalize.
9. Prepare final Schematic Design site plan, floor plans, exterior renderings and interior renderings of the proposed design for the building incorporating the Stakeholder Review Meeting comments.
10. **Collaborate with the Owner and CM at Risk in reconciling the project scope and estimated construction cost of the project with the Owner's budget.**
11. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.
12. Prepare a PowerPoint presentation and publish a booklet containing the Final Schematic Design Drawings, Proposed Project Schedule and CM at Risk's SD Cost Estimate for presentation to City Council for final approval.

C. DESIGN DEVELOPMENT PHASE

Based on the approved Schematic Design documents and reconciled CMAR's SD Cost Estimate with the Scope of Work and City's budget, the Design Team shall continue developing the following Design Development documents:

1. General Notes
2. Architectural site plan illustrating the proposed site and building improvements
3. Architectural floor plans with dimensions
4. Roof Plan
5. Partition types
6. Proposed room finish & door schedules
7. Exterior building elevations
8. Wall sections
9. Preliminary section details

10. Reflected ceiling plans
11. Millwork elevations
12. Interior elevations
13. Preliminary interior finish recommendations
14. Preliminary mechanical, electrical and plumbing drawings and details
15. Preliminary structural plans and details
16. Preliminary civil plans and details
17. Preliminary AV, IT, Security and Access Control (low voltage systems) plans and details
18. Preliminary landscape architecture plans and site details
19. Assist the CM at Risk in preparing his updated DD Cost Estimate and **collaborate with the Owner and CM at Risk to make adjustments to the Design Development scope of work in order to reconcile it with the City's budget.**
20. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

Services during this phase include attendance by RSA staff at meetings with the City to review the Design Development documents, CM at Risk's cost estimate and status of the Project Schedule.

D. CONSTRUCTION DOCUMENTS PHASE (INCLUDING THE GMP PRICING SET)

Based on the approved Design Development documents and reconciled DD Cost Estimate prepared by the CM at Risk and reconciled with the Owner's Construction Budget (CCL), the Design Team will prepare final drawings, details and specifications required to construct the Project.

During this phase, the Design Team will issue the GMP (Guaranteed Maximum Price) Pricing Documents at approximately the 50% completion stage of the Construction Documents. The GMP Pricing Documents will generally include a base bid scope of work and add alternates which the Design Team will agree upon with the City and CM at Risk to assist in managing the project cost. Upon receipt of the CM at Risk's GMP Pricing, **the Design Team will include (1) Value Management Session with the Owner and CM at Risk to make final adjustments to the project scope and construction documents to reconcile the project scope, GMP pricing with the Owner's budget.** Once the scope and GMP pricing are reconciled, the Design Team will complete the 100% Construction Documents and issue them to the CM at Risk for final buyout pricing.

The Construction Documents Phase includes attendance by the Design Team at meetings with the Owner, CM at Risk and other entities to coordinate the Construction Documents, GMP pricing and final buyout pricing. Services during this phase include the preparation and distribution of project meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

E. BIDDING & NEGOTIATION PHASE

Once the final Construction Documents and GMP pricing are approved by the Owner, the Design Team will provide the following services during the Bidding and Negotiation Phase:

1. Distribute electronic PDF files of plans and specifications to the CM at Risk. The printing of these documents for bidding and construction shall be at the CM at Risk's expense.
2. Attend a Pre-Bid Conference at the project site or a location designated by the Owner.
3. Answer Contractor and subcontractor questions about the construction documents and intended design.
4. Review substitution requests from the CM at Risk prior to the date of his GMP proposal.
5. Prepare and issue addenda to the Construction Documents.
6. Prepare and distribute project meeting notes documenting the basic issues, resolutions and action items agreed to in meetings attended by the Architect during this phase.

F. CONTRACT ADMINISTRATION PHASE

During the Construction Administration Phase, the Design Team will provide the following Services:

1. Conduct a Pre-Construction Meeting to discuss the issues of coordination, points of contact for each entity and protocol to be followed during the Construction Phase of the project.
2. Attend site visits as deemed necessary by the Design Team to review the Work in an effort to determine in general whether or not, when the Project is completed, it will be constructed in substantial accordance with the Contract Documents.
3. Attend OAC (Owner/Architect/Contractor) meetings with the Owner's representative and CM at Risk to review the project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, LEED credit status (if applicable), and construction schedule status along with any coordination issues that need resolution by this group.
4. Review substitution requests from the CM at Risk for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Construction Manager's control.
5. Review submittals and shop drawings required by the Contract Documents.
6. Review the CM at Risk's Requests for Information (RFI's) and respond as deemed appropriate by the Architect.
7. Prepare Architect's' Supplemental Instructions (ASI's) when deemed necessary by the Architect and issue them to the CM at Risk.
8. Review the CM at Risk's Proposal Requests (PR's), make recommendations to the Owner and process change orders.
9. Review CM at Risk's Applications for Payment and transmit to the Owner for payment with any recommended adjustments.
10. Prepare a punch list for the Project and perform a final walk-through for verification that punch list items have been completed.
11. Establish dates of Substantial and Final Completion and prepare certificates for same.
12. Coordinate project close out and receipt of warranty & maintenance binders from the CM at Risk.

III. ADDITIONAL SERVICES

A. Additional Services are all services not explicitly listed under Section II – *Basic Services* of this Proposal. Additional Services shall be provided when requested by the Owner on an hourly or negotiated fee basis in addition to the fees charged for *Basic Services*. Additional Services include, but are not limited to, the following:

1. Revisions requested by the Owner *which are in conflict with previous direction or instructions provided by the Owner which require changes to the Architect's and/or his Consultants' Work. These revisions include, but are not limited to changes to the design, scope and/or quality of the Project.*
2. LEED consulting services.
3. Preparation of *an early foundation* or other separate bid packages *(other than an early site package)* to expedite the project construction.
4. Platting and/or Rezoning services.
5. *Deleted.*
6. Preparation of field measured drawings or verification of as-built conditions at the site.
7. Geotechnical engineering (shall be provided to RSA by the Owner).
8. Preparing in excess of *five* Construction Documents add alternates for the Project.
9. Research and design of off-site *utilities and* paving outside the physical site for the proposed project.
10. Design services for a structurally supported slab with a crawl space or carton forms.
11. Reviewing and resolving claims submitted by the CM at Risk regarding the Project which are not the fault of RSA.
12. Commissioning services.

13. Preparation of additional renderings or animations requested by the Owner beyond those listed under the SD Phase section II.B.
14. Construction Administration services required for more than a 15 month construction period.
15. Interior wayfinding signage and exterior monument signage design.
16. Coordination and engineering services in connection with Texas Dept. of Transportation requirements.
17. Cost estimating services. Cost estimate services shall be provided by the CM at Risk.
18. Surveying services (shall be provided to RSA by the Owner).
19. Services in connection with identifying archeological or historical artifacts site constraints.
20. Envelope consultant services.
21. Code consultant services.
22. Smoke evacuation system design services for atria.
23. Design of storm water retention areas.

IV. PROFESSIONAL FEES

A. BASIC SERVICES

1. Deleted	Deleted
2. The Basic Services including Architectural, Structural and MEP engineering services outlined in Section II above (7.5% x \$15M CCL)	\$1,125,000
3. Civil Engineering Services for On-Site Design	\$65,000
4. AV/Acoustical Consultant	\$47,275
5. Technology Consultant (IT, Security & Access Control Services)	\$44,371
6. Landscape Architecture and Irrigation Design (includes design of connecting walkway to Library circular turn around)	\$48,000
7. FF&E Specifications and Interior Design	\$115,000
8. Credit for Conceptual Schematic Design Services completed in Needs Assessment	-\$37,500
Total Minimum Basic Services Fees	\$1,407,146

Note: The above fees are based on a City Hall facility and associated site work at a budgeted construction cost of \$15M. Should the Owner's Construction Budget and/or the actual Construction Cost of this project ever exceed \$15M, RSA's fees shall be increased at a fee percentage of 8.75% times the increased amount of the Owner's Construction Budget and/or actual Construction Cost exceeding the original \$15M Owner's Construction Budget.

B. ADDITIONAL SERVICES

1. Additional Services shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required. *The following hourly rates shall be adjusted annually to reflect the Architect's increased costs of personnel and overhead.*

Principal	<i>\$225.00/hr.</i>
Vice President	<i>\$205.00/hr.</i>
Studio Leader	<i>\$190.00/hr.</i>
Project Architect	<i>\$150.00/hr.</i>
Staff Architect	<i>\$125.00/hr.</i>
3D Visualization Artist	<i>\$125.00/hr.</i>
Administrative Staff	<i>\$80.00/hr.</i>

C. REIMBURSABLE EXPENSES

Reimbursable Expenses constitute expenses incurred on the Owner's behalf by the Design Team. These expenses include, but are not limited to: reproduction of preliminary and final documents, mounting and laminating of presentation boards, Agency & City Review fees, hotel, meals and per diem expenses, mileage *outside of the Dallas metro area*, air fare, rental cars, overnight express, courier services and postage. *Reimbursable expenses shall be billed to the Owner at RSA's cost* in addition to any Basic and Additional Services incurred on the project.

V. PROFESSIONAL REGISTRATION

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

VI. OTHER CONDITIONS

- A. This Proposal is valid for 30 days from the date at the top of the first page of this document unless included as an attachment to a fully executed AIA B101-2007 Owner/Architect Agreement between RSA and the Client prior to expiration of the 30 day period.
- B. The Owner shall provide and the Architect and his subconsultants shall be entitled to rely upon the accuracy of: **1)** a Geotechnical Report with shallow and deep borings located as required by the Design Team with recommendations for paving and foundation design and prepared specifically for this project; **2)** a detailed on-site topographic and boundary survey with contours at 1' intervals, top and bottom of curb spot grades at 5' intervals, 2 benchmarks tied to USGS surveys for this site, adjacent street grades and ROW's, tree type and caliper at 3' above finish grade, and all above and below ground utilities including flow elevations.
- C. The Owner acknowledges that all projects such as the one being contemplated are required by law to be submitted to the Texas Department of Licensing & Regulation for handicap accessibility review. The Architect will submit plans for the proposed project to TDLR for review. The Owner acknowledges that the construction documents are not complete until TDLR has approved them and any comments they require are incorporated even though construction may have begun and even be completed before comments are received. The Architect and his Consultants shall not be held financially responsible for changes to the project required by TDLR *that could not have been reasonably inferred from the TAS*.
- D. The Owner acknowledges that RSA has no responsibility for construction means and methods and that these are the sole responsibility of the Contractor/CM at Risk.
- E. The Owner acknowledges that RSA has no responsibility for construction site safety and safety procedures and that these are the sole responsibility of the Contractor/CM at Risk.
- F. The Owner acknowledges that RSA has no responsibility for the discovery of nor remediation of hazardous materials including, but not limited to, asbestos, PCP's, lead, etc. and that these are the responsibility of the Owner.

VII. EXCLUSIONS

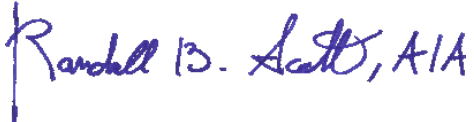
The following items are specifically excluded from the Design Team's scope of work and this proposal:

- A. Geotechnical engineering services.
- B. Environmental engineering services such as Phase I & Phase II environmental surveys of the site.
- C. Historic artifact and/or archeological studies.
- D. Construction materials testing services.
- E. Cost estimating services (shall be provided by the CM at Risk).
- F. Site surveying (topographic and boundary with utilities information)
- G. Off-site paving, utilities and drainage system design services

Randall Scott Architects appreciates the opportunity to submit the above Proposal and looks forward to working with the City of Boerne on this important Project!

Thank you,

RANDALL SCOTT ARCHITECTS, INC.

A handwritten signature in blue ink that reads "Randall B. Scott, AIA". The signature is written in a cursive, flowing style.

Randall B. Scott, AIA
President & CEO