



Request for City Manager Signature

Project Name/Contract Number:	On-Call Architectural Services	221-102.1
Department Contact / Department Name:	Public Works Department	Pete Binion
Date of City Council Approval: (Past or Recent)	April 19, 2022	Res 2022-77R
Return Signed Document to:	Tina Moreno	X8165

Background/Purpose:

Request for authorized contract signature from FGM Architects, Inc., ahead of anticipated City Council approval of ACIS#3 to increase contract funding to accommodate design services for Municipal Court relocation efforts.

Once City Council approval is received – tentatively scheduled for September 17, 2024, the ACIS#3 signed by FGM Architects, Inc., will be forwarded to City Manager Stephanie Reyes for final execution.

Reviewed / Approved:

User Department Director:	<small>DocuSigned by:</small> <i>Sabas Anila</i>	Date:	9/5/2024
Purchasing / Contracting POC:	<small>DDD758298EA445E...</small>	Date:	
Finance Director: (CDBG-DR)		Date:	
Purchasing Manager:	<small>DocuSigned by:</small> <i>Veronica Bradshaw, CPPB, CTCM</i>	Date:	9/5/2024
Other Depts. as needed	<small>F110F6F01EFE4F1...</small>	Date:	

AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NAME:	On-Call Architectural Services	NUMBER:	221-102.1
CONTRACTOR:	FGM Architects, Inc.		
ORIG. CONTRACT DATE:	April 25, 2022	RESOLUTION NO:	2022-77R
CITY REPRESENTATIVE:	Pete Binion	DEPT:	Public Works
DATE:	September 17, 2024	ACIS NO.:	3

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Adding design services, including the development of preliminary cost estimates, to Contract #221-102.1 for On-Call Architectural Services in the amount of \$253,500.00 to accommodate design work needed to prepare the building located at 350 Barnes Street, San Marcos, Texas, for relocation of the Municipal Court.

See attached FGMA Proposal titled “City of San Marcos – Municipal Court Offices, 350 Barnes Drive”.

Professional Services as defined in Texas Government Code, Chapter 2254, are not limited to a 25% change order capacity.

Original Contract Amount:		\$ 250,000.00
Previous Increases in Contract Amount:		\$ 99,000.00
CURRENT CONTRACT AMOUNT:		\$ 349,000.00
This Increase in Contract Amount:		\$ 253,500.00
REVISED CONTRACT AMOUNT:		\$ 602,500.00

CONTRACTOR:

Jaime Palomo, AIA
D57D071AFE2F49C...
 Signature

9/5/2024
 Date

Jaime Palomo, AIA Vice President

Print Full Name / Title (if not in individual capacity)

CITY:

 Signature

 Date

 Print Name / Title

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August 30, 2024

Mr. Sabas Avila, Director
Public Works Department
City of San Marcos
2217 E. McCarty Ln.
San Marcos, TX 78666

Subject: **City of San Marcos - Municipal Court Offices, 350 Barnes Drive
Fee Proposal for Professional Design Services**

Dear Mr. Avila,

FGM Architects Inc. (FGMA) is pleased to submit this proposal for the City of San Marcos's New Municipal Court Offices. On the following pages we have summarized our understanding of the project, identified our project team, outlined our scope of services, indicated a preliminary project schedule, and proposed a fee for our professional services.

Please review the following information and let me know if you have any questions or concerns. We look forward to teaming with the City of San Marcos on this important project.

With warmest regards,

A handwritten signature in black ink, consisting of a large circle followed by a stylized, cursive name.

Jaime Palomo, AIA | Vice President, Managing Director
jaimepalomo@fgmarchitects.com

FGMA ARCHITECTS

ATTACHMENT A

CITY OF SAN MARCOS MUNICIPAL COURT OFFICES PROFESSIONAL DESIGN SERVICES

PROJECT UNDERSTANDING:

The City of San Marcos plans to complete design and construction for the City's New Municipal Court Offices located at 350 Barnes Drive. Schematic

Project Budget:

The City and the FGM Architects (FGMA) design team recently completed schematic design phase, including the development of preliminary cost estimates. The total construction cost for the new facility is estimated at \$2,500,000.

The City's budget for the Project ("Owner's Budget") has been based on a Schematic Design Phase cost estimate prepared by the Architect's Cost Consultant (see below). The Owner's Budget includes: (1) the total cost to Owner to construct all elements of the Project designed or specified by Architect, (2) costs for the Contractor's general conditions, overhead, and profit, (3) the reasonable value of all labor, material, and equipment to be provided by the Owner, and (4) reasonable contingencies for design changes necessitated by unforeseen conditions, concealed conditions, or conflicts or errors in the Contract Documents (collectively, the "Cost of the Work"). The Cost of the Work does not include Architect's compensation.

The Owner's Budget may be updated, as necessary, during the Project. In the event the Owner's Budget is modified, and design changes are necessitated due to such modification, Owner shall notify Architect in writing. Unless otherwise specified in this Article, any design changes necessitated due to the modification of Owner's Budget shall be an Additional Service.

Professional Services:

FGMA and its team of consultants will provide professional services for the design and construction of the facility to include the following scope:

- Architectural design.
- Interior design, including all interior finishes and lighting.
- Building signage and interior room signage as required by code.
- Structural engineering, including structural design criteria, foundation and structural steel framing design.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and temperature controls, electrical power and lighting, plumbing domestic water, sanitary sewer, and natural gas. Fire sprinkler and fire alarm systems will be a performance specification.
- Technology design services
 - Structured cabling, network drop locations and pathways for voice, data, cable TV and audio-visual systems. Services do not include design and specification of computer or

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- telephone equipment and networking electronics (i.e., switches, routers, wireless access points, hubs, etc.).
- Audio visual equipment selection and specification.
- Architect's anticipated submittals and Owner review meetings by phase:
 - 100% Design Development (Owner review meeting)
 - 95% Construction Documents (Owner review meeting)
 - 100% Construction Documents
- Residential kitchen equipment selection (Architect will provide a generic equipment plan as a Basic Service for locating electrical and utility connections).
 - Architect will make kitchen equipment recommendations limited to non-commercial refrigerators, ranges, dishwashers, ice makers and microwaves (excludes commercial ranges and kitchen hoods).
- Compliance with applicable codes and ordinances.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees are a reimbursable expense.
- Construction site observation visits averaging twice per month.
- Architect will provide the Contractor with the Revit model (upon execution of Architect's waiver form) for their use in preparing shop drawing submittals. Architect will not prepare background drawings for the Contractor.
- PDF Record Documents (Conformed Documents) reflecting contract changes from accepted contingency expenditures or change orders.
- Basic Furniture Plan and Coordination (Architect will provide a generic furniture plan as a Basic Service for locating electrical and data connections).
- Civil engineering, including limited redesign of flatwork and planter area at main entry plaza.

DESIGN TEAM:

Design team members and roles are listed below:

FGM Architects	Architect
Migl Engineering	Civil Engineer
Tsen Engineering	Structural Engineer
Agnew Associates	Mechanical/Electrical/Plumbing/Technology Engineer

SCOPE OF PROFESSIONAL SERVICES:

Programming Phase

Programming Phase services were provided as part of a previous contract.

Schematic Design

Schematic Design services were provided as part of a previous contract.

Design Development

FGMA will initiate the Design Development Phase based on previously completed Schematic Design documents. The intent of this phase is to refine and further define all design elements of the project. Coordination of building systems will be addressed, and final system and equipment selections will be

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made.

We will attend Design Development Phase Meetings at each anticipated submittal as stated above under Scope of Work. Microsoft Teams will be utilized as needed to facilitate communication.

To conclude the phase, we will finalize and submit Design Development documents for the City's review and approval. Deliverables will include:

- Drawings
- Supporting design information and/or narratives
- Project Manual including Draft Specifications

Construction Documents Phase

Based on approved Design Development documents and any adjustments authorized by the City in the scope, quality, or project budget, the FGMA team will initiate the Construction Documents Phase. The Construction Documents serve to communicate to the City and its General Contractor and subcontractors the work required to build the new facility, including: specified materials and equipment, relationships of materials and systems, and quality level.

At the 95%-complete stage of this phase, we will submit Construction Documents for the City's review and approval. Deliverables will include:

- Drawings
- Supporting design information and/or narratives
- Technical Specifications

Based on comments received from the City's on the 95%-complete submittal, the FGMA team will finalize the documents and submit 100%-complete Construction Documents for the City's final review.

Deliverables will include:

- Drawings
- Technical Specifications

Bidding/Award and Permitting Phase

Upon receiving authorization from the City, the FGMA team will initiate the Bidding/Award and Permitting Phase. Tasks and activities during this Phase will include:

- Attend a Pre-Bid Meeting.
- Respond to requests for information from bidding contractors.

Construction Administration Phase

In the Construction Administration Phase, the FGMA team will endeavor to ensure that the project is completed expeditiously and in the manner intended. Tasks and activities during this Phase will include:

- Provide administration of the construction contract including advising and consulting with the City and the General Contractor, acting as City's advocate; forwarding City's instructions to the contractor; review of shop drawings, samples, and other submissions of the trade contractors; interpreting the documents for the trade contractors; issuing certifications of payment and certificates of substantial completion and preparing and issuing change orders.
- Attend a Pre-Construction Meeting.

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- Provide periodic on-site observation throughout the construction phase. On-site visits shall not be exhaustive or continuous, but appropriate to the stage of construction.
- Prepare and coordinate punch lists of items requiring remedial work or replacement. Provide a final walk-through review following Contractor's completion of the punch list items.
- Review and approve Contractor's final payment applications, after ensuring that close-out procedures are complete.
- Collect from the Contractor and deliver to the City required written warranties, operation and maintenance manuals, and other related documents.
- Prepare record documents based on contractor-supplied as-built drawings.

Additional Services Assumptions:

- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive Additional Services compensated on an hourly basis at the rates listed below or as negotiated with the Owner in advance of these services beginning.
- Participation in CMAR Selection Process (The Owner will prepare the RFQ and evaluation criteria, communicate with the CMAR candidates, schedule events, and negotiate and prepare the construction contract.)
- Furniture selection and procurement Services.

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner to complete the project.

- Tree survey
- Off-site street ROW alterations and improvements
- Off-site utility engineering, including storm water utilities
- Hydrologic and hydraulic analysis, including streams and flood plains
- Additional geotechnical investigation for building foundation design recommendations and paving design recommendations as coordinated with the structural and civil engineer.
- Underfloor drainage and foundation French drain systems – unless the Geotechnical Investigation makes these recommendations
- Construction staking
- Incorporating the Contractor's field changes into the contract documents. Contractor will deliver digital scans of mark-ups reflecting field changes.
- Waters of the United States delineation
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Preparation of systems life cycle cost analysis (LCA)
- Intrusion detection systems design
- Acoustical consulting beyond base design recommendations for court room, conference room and meeting rooms.

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- Professional models and renderings produced out-of-house
- Virtual reality animation beyond enhanced 3D content identified in above section
- Off-site and downstream storm water drainage assessment

PRELIMINARY PROJECT SCHEDULE

Based on our current understanding of the City’s goals and objectives and the scope of professional services described above, we have prepared a Preliminary Project Schedule upon which our Proposal is based. We will review this schedule with the City at the project kick-off meeting in order to clarify and confirm the assumptions made.

<u>Phase/Activities</u>	<u>Proposed Timeline</u>
Contract Approval	Issuance of Notice to Proceed
Kick-Off meeting	
Design Development	4 weeks
Construction Documents	9 weeks
Bidding/Permitting	4 weeks
Construction	estimated 6 months

COMPENSATION:

For the Professional Design Services described above, FGMA and its consultants shall be compensated a lump sum amount of Two Hundred Fifty Three Thousand and Five Hundred Dollars (\$253,500.00), which includes customary direct expenses such as printing for in-house use only.

Direct Non-Labor Expenses, not included in the Compensation above, shall include the actual expense amount in connection with the Project for travel and accommodations, reproductions and/or printing costs for City review and/or final hard copy deliverables; and expedited mailing or delivery costs in association with submissions to the City. Direct Non-Labor Expenses are budgeted at Four Thousand Five Hundred Dollars (\$4,500) and are broken down below:

FGMA shall be reimbursed for the actual expense amount in connection with the Project for travel and accommodations, professional renderings, models, and video “walk-throughs”; reproductions and/or printing costs for City review and/or final hard copy deliverables; and expedited mailing or delivery costs in association with submissions to the City. We estimate that the Reimbursable Expenses shall not exceed \$4,500.00. If the incurred expenses begin to approach \$4,500, we will discuss with the City whether anticipated future expenses can be reduced or a new fair and equitable limit be set.

For any Additional Services, authorized by contract amendment by the City, beyond the scope of this Proposal including: major revisions to previously approved design documents or services not customarily furnished in accordance with generally accepted architectural and engineering practice, FGMA and its consultant shall be compensated on the basis of the Hourly Rates for the professional and technical employees engaged on the Project.