

**PROPOSAL** 

REVISION DATE: May 5, 2020 - Rev 1

CLIENT/OWNER: Bellville Independent School District

518 S. Matthews Street Bellville, TX, 77418

**TELEPHONE**: (979) 865-3133

**CLIENT** 

REPRESENTATIVE: Mr. Dennis Jurek

**Assistant Superintendent of Schools** 

PROJECT: Bellville ISD West End Elementary School Roof Replacement

MWA Project #20-11

LOCATION: 7453 Ernst Pkwy,

Industry, TX 78944

Dear Mr. Jurek:

We appreciate the opportunity to submit a fee proposal to provide architectural and roof consulting services to replace the Bellville ISD West End Elementary School located at 7453 Ernst Pkwy, Industry, TX 78944. The roof area is approximately 19,700 SF. Our services will also include construction administration and roof inspections. Arrow Consulting will work under MWA Architects to provide quality assurance inspections during the roof preplacement operations. The scope of the project includes the following items.

- 1. Perform field assessment of existing conditions
- 2. Provide new roof Design
- 3. Design new roof to allow for water to drain properly.
- 4. Provide roof plans and details based on recommendation for new roof system and assembly.
- 5. A structural engineer will review structure to ensure existing structure will support the added roof weight.
- 6. Replace roof metal edge
- 7. Plans will indicate to temporarily remove roof mounted items for installation of new roof, and to replace them after new roof is installed. These items include HVAC equipment, electrical conduits, plumbing lines, etc.
- 8. Replace roof expansion joints.
- 9. Replace existing skylight system, including supports. Design team will provide two recommendations to replace existing skylight, including Kalwall system or another translucent roof panel system.
- 10. On-site roof inspections during construction work by Roof Consultant.

Proposal also includes Mechanical, Electrical, Technology and Plumbing ("MEP") Engineering Services for the replacement and adjustment of existing MEP equipment and systems on the roof at the existing West End ES to accommodate the roof replacement over the original portions of the school. MEP services shall consist of modeling the system with the new roof R-value, preparation of the project drawings and written specifications, bidding phase, and shop drawing review. Refer to Exhibit C for additional MEP proposal information.

# I. SERVICES:

**Field Verification and Roof Recommendations (TASK 01):** The Architect, Roof Consultant and MEP Engineer will perform field assessment of existing roof conditions and mechanical roof top equipment and will provide design recommendations for roof and mechanical roof top equipment replacement.

- 1. Field surveying of existing conditions and provide report.
- 2. Assist with the determination of roof replacement system.
- 3. Provide rough order of magnitude cost estimate

**Construction Documents (TASK 02):** Based on the approved space plan produced in TASK 01, the Architect will prepare detailed Construction Documents that 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 systems required for the project. Task 02 will include securing project permit and assisting CLIENT with project procurement. The scope of work for this task will include the following:

During this phase, the Architect will prepare and issue to the other project Consultants, digital files of the drawings (backgrounds) for their work to proceed. The Architect will assist the client with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project and prepare and file such documents on behalf of Client. The Architect's assistance does not include preparation of special research studies, variances, special tests or documentation, surveys, or environmental studies and submissions. These services, if provided by the Architect, will be as an Additional Service.

**CONSTRUCTION ADMINISTRATION (TASK 03):** The Architect will assist the Client with construction administration during the construction phase of the project and will perform the following services:

- Site Visits The Architect will visit the job site approximately once per week to become generally familiar with the progress and quality of the work completed and to determine whether the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents. However, Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- 2. Applications for Payment The Architect will review Contractor's applications for payment and certify to Owner and its lender(s) the amounts due to Contractor (Architect's Certifications). Architect's Certifications for payment constitute representations to Owner, based on Architect's observations at the site and on the data comprising Contractor's application for payment (including, but not limited to, any required lien releases and waivers) that, to the best of Architect's knowledge, information, and belief, the work has progressed to the point indicated, the quality of work is in accordance with the Construction Documents, and Contractor is entitled to payment in the amount certified. Architect's Certifications are not 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, etc., (3) reviewed copies of the requisitions received from subcontractors and material suppliers, etc. or, (4) ascertained how or for what purpose Contractor has used money previously paid on account of the contract sum. Certifications may be made from information gathered from a combination of site visits and aerial site photography (provided by the Client) subject to the written approval of this Certification methodology from the Client and Lender(s).
- 3. Shop Drawings A/E will review shop drawings from applicable trades and other submittals for design compliance with the Construction Documents in accordance with standard AIA practice.
- 4. Requests for Information (RFI) During construction of the project, A/E will answer Contractor questions and provide request for clarification drawings. The construction documents will be continuously updated to indicate clarifications as a part of the RFI process.
- 5. Inspection and Certificate of Substantial Completion The Contractor will notify the Architect to inspect to determine whether the Work or designated portion thereof is substantially complete so that the Owner can occupy the Work for its intended use. The Architect will formulate an incomplete work list (punch list) to the Contractor, and if the Architect determines that the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion, with the final punch list attached.
- 6. Refer to Exhibit C for extent of MEP Construction Administration services.

# II. TIME SCHEDULE (Estimated):

Field Verification and Roof Recommendations	(TASK 01)	1.5 weeks
Construction Documents	(TASK 02)	2.5 weeks
Construction Administration	(TASK 03)	Estimate 3 months

The schedule includes estimated time for anticipated Client approvals and is based on the timely response of the Client for information and/or approval of the work. Each task will require a Client approval of the work in order to start the next phase of the project. Delays in Client approvals or other sources outside of the Architect's direct control will result in delays to the schedule.

## III. FEES:

The overall architectural and roof consulting fee proposal for **TASK 01**, Field Assessment and Roof Recommendation; **TASK 02**, Construction Documents and Permit; **TASK 03**, Construction Administration is **\$27,300** as detailed below. See Exhibit B for Roof Consultant proposal details and Exhibit A for existing Roof Plan.

TASKS I & II – FIELD VERIFICATION AND ROOF RECOMMENDATIONS / CONSTRUCTION DOCUMENTS / PERMIT PLANS

Item	Description	Exhibit	Fee
1	Architectural Services		\$ 10,450.00
2	Roof Consultant	В	\$ 4,000.00
3	MEP Engineer (90% of \$15,000 overall MEP Fee)	С	\$ 13,500.00
		Total CD Fee:	\$ 27.950.00

## DESIGN FEE FOR ALTERNATE #1 - STRUCTURAL SERVICES

Above services included replacing the existing skylight system with a new skylight system. However, if Client desires to remove the skylight system and replace it with a roof system to seal the hole, then structural engineering services will be required to design structure to in-fill roof. Stanley Spurling & Hamilton will provide structural services for a fee of \$7,500.00, which will be added to the above design fees for a total of \$ 35,450.00.

#### TASK III - CONSTRUCTION ADMINISTRATION

		Total CA Fee:	\$ 14.350.00
3	MEP Engineer (10% of \$15,000 overall MEP Fees)	С	\$ 1,500.00
2	Roof Consultant	В	\$ 7,850.00
1	Architectural Services		\$ 5,000.00
Item	Description	Exhibit	Fee

Proposed overall A/E fee for design and Construction Administration is \$42,300.00.

# VI. ADDITIONAL SERVICES:

- 1. Any additional services or changes in the scope of work requested by the CLIENT or required by the Project, not specifically described in the Authorization, will be charged at the standard hourly rate as listed below, or as otherwise agreed. No additional work is to be performed without the prior written consent of the CLIENT.
- Time expended by ARCHITECT (if required and authorized by CLEINT) will be charged as follows per hour:

Principal	\$180.00
Senior Project Manager	\$153.00
Project Managers / Technical IV	\$149.00
Project Architect/Senior Designer/Technical III/Interior Designer	\$149.00
Junior Designer or Planner/Technical II/Graphics II	\$120.00

Intern/Technical I	\$90.00
Graphics I	\$90.00
Administrative Personal	\$75.00

#### VII. TERMS AND CONDITIONS:

This proposal is subject to the following Terms and Conditions:

- 1. Fees include compensation for basic services plus REIMBURSABLE EXPENSES. Reimbursable expenses include actual expenditures made by the CONSULTANT or ARCHITECT in the interest of the Project; aerial photography, long distance communications; special postage and handling of Documents as required by CLIENT; reproductions, graphics, photography, xerography, fax-time and prints of drawings for CLIENT's use. Reimbursable expenses shall be charged at actual cost, plus zero percent (0%) markup.
- 2. Reimbursable items include printing, deliveries, travel, permit or review fees by any permitting authorities, accessibility reviews and inspections, or other pertinent entities.
- 3. Printing of drawings as required at each phase of submittal to the CLIENT. When printing is done for the various phases for client, a coordination copy for each consultant will be required. Number of print sets for construction and subcontractor bidding will be determined by client.
- 4. The services of the Consultants hired by ARCHITECT on behalf of and with the prior written consent of the CLIENT will be charged at actual cost to THE ARCHITECT plus zero percent (0%) markup.
- 5. Statements will be rendered monthly and are due and payable upon receipt. Late payment charges will accrue when invoices are 30 days past due, at the rate of one percent per month charged to all balances outstanding at the next monthly statement date. The ARCHITECT may elect to stop work on the Project if outstanding balances are 60 days or more past due.
- 6. The CLIENT shall provide full project information, which shall set forth the CLIENT'S design objectives, constraints, and criteria.
- 7. ARCHITECT accepts no liability for any plans or specifications produced under this agreement until such drawings are stamped as approved by all relevant building department officials.
- 8. This proposal specifically excludes all matters relating to the identification, removal and/or containment of hazardous materials. Owner shall directly engage the services of a Specialty Consultant as necessary to identify, remove and/or contain hazardous materials from premises, and shall advance written certification to ARCHITECT from testing agency hired to perform these duties certifying that premises is free and clear of deleterious materials prior to ARCHITECT initiating any on-site work.
- 9. The Contractor shall be solely responsible for the means, methods, scheduling, and safety of construction.
- CLIENT shall designate a representative to act on its behalf with respect to the project, with authority to render decisions and approvals regarding performance of ARCHITECT'S services.
- 11. It is recognized that the ARCHITECT does not have control over the cost of construction, labor, materials or equipment, or over the CLIENT'S methods of determining construction prices, or over competitive bidding. Accordingly, the ARCHITECT does not warrant or represent that bids, or negotiated prices, will not vary from previous cost estimates or budgets.
- Drawings and Specifications as instruments of service are and shall remain the property of the ARCHITECT, whether the project for which they are prepared is executed or not. The CLIENT shall be permitted reproducible copies of Drawings and Specifications for information and reference in connection with the CLIENT'S use and occupancy of the project, including, but not limited to, any future modifications or additions to the project. The

MWA Architects, Inc. Page **5** of **5** 

drawings and specifications shall not be used or sold by the CLIENT for projects other than his own.

- 13. This AGREEMENT represents the entire and integrated agreement between the ARCHITECT and CLIENT; the Project described; the Services; the Conditions; the Fees; and the Fee Notation. This AGREEMENT may be amended by written instrument signed by both ARCHITECT and CLIENT. Minor changes from the scope of work will be initialed by the ARCHITECT AND CLIENT.
- 14. This AGREEMENT may be terminated by either party without cause upon seven (7) days written notice. In the event of such termination, the ARCHITECT shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

We appreciate the opportunity to work with you on this project. Please let me know should you have any questions.

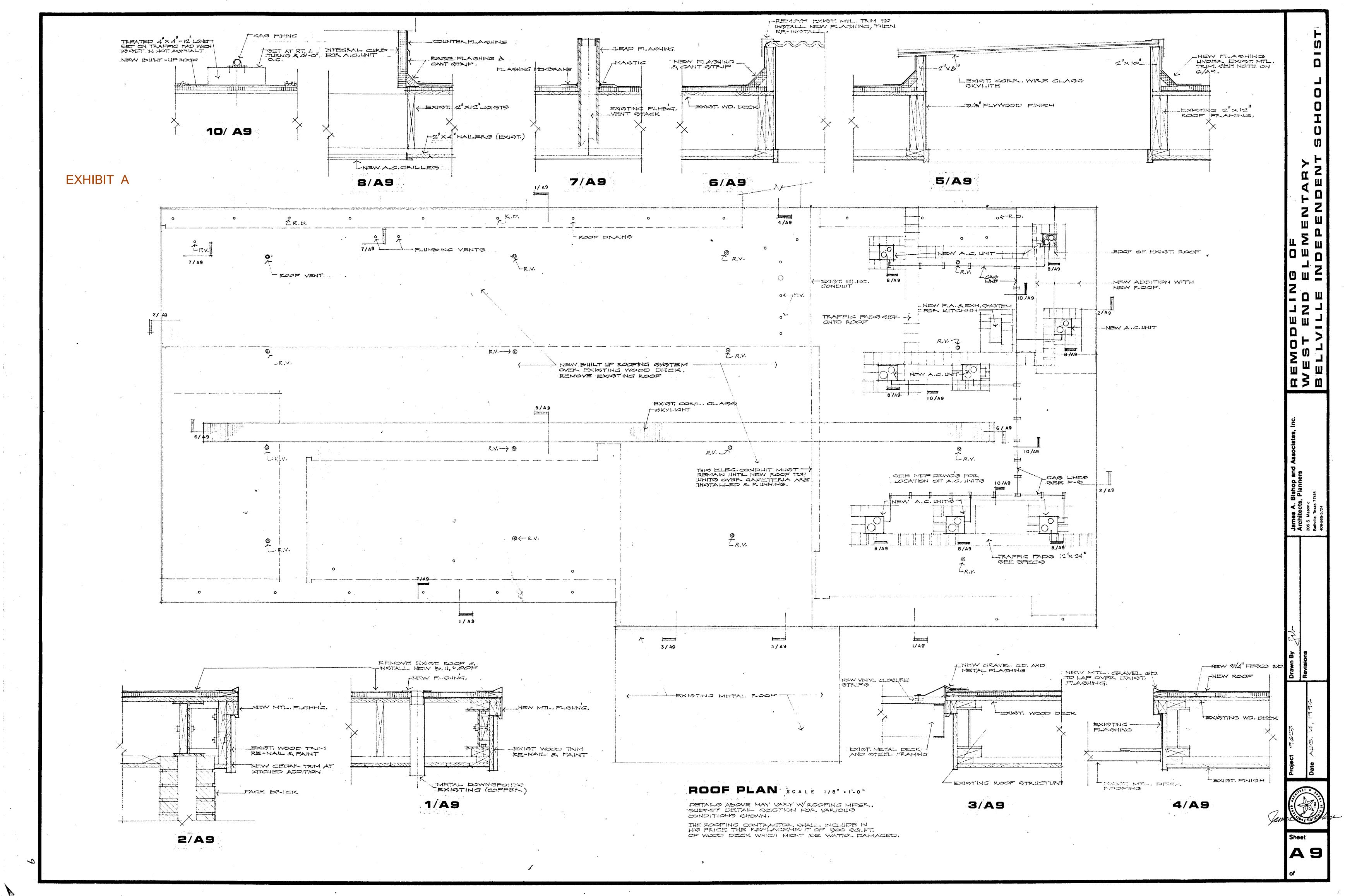
CLIENT'S Authorization	ARCHITECTS Acceptance	
	200	
Dennis Jurek, Assistant Superintendent of Schools For: Bellville Independent School District	Noe Almaguer, AIA For: MWA Architects, Inc	J
Date	May 5, 2020 Date	

#### Statement of Jurisdiction:

"The Texas Board of Architecture has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas."

The Board's current mailing address, telephone number and web site address are:

PO Box 12337 Austin, TX 78711-2337 Tel. (512) 305-9000



1128 Westwood Dr., Suite 4, Rosenberg, Texas 77471

March 26, 2020

# **EXHIBIT B**

Mr. Noe Almaguer Molina Walker Almaguer Architects, Inc. 6161 Savoy Suite 1212 Houston TX 77036

Re: 7453 Ernst Pkwy, Industry, TX 78944

Dear Mr. Almaguer,

Per your request for a bid, we submit the following proposal for roof consulting services as outlined below for the above referenced project.

# Part A - Roof Design

# To Include:

- ➤ Roof Inspection
- > Scope of Work Development for Roof Replacement Options
- > Attend Prebid Meeting at Project with Contractors
- ➤ Bid Screening and Summary

Total Cost Part A

\$4,000.00

# Part B – Construction Administration and Quality Assurance Inspections

## To Include:

- ➤ Submittal and Shop Drawing Review
- ➤ Coordinate and Attend Pre-Construction Meeting
- ➤ On-Site Inspections (Approx.12 hours per week)
- > Prepare Site Observation Reports
- ➤ Review Change Orders (as applicable)
- > Application for Payment Review and Approval
- > Punchlist Inspection and Verification

# Estimated Cost Part B

\$7,850.00

Note: To be invoiced at \$95.00 per hour for QA inspections and \$125.00 per hour for consulting and project administration. Q/A total is based on an anticipated

project duration of 3.0 weeks. Should project duration extend beyond 3.0 weeks we reserve the right to revise the proposal to reflect the actual project duration.

Thank you for this opportunity to serve you.

If you have any questions regarding this correspondence please call us at 281-565-1155.

Sincerely,

Lexington L. Pace

Lexington L. Pace

Part A

Approved\_\_\_\_\_\_

Part B

Approved\_\_\_\_\_\_

Date\_\_\_\_



May 5, 2020

Mr. Noe Almaguer Molina Walker Almaguer Architects, Inc. 6161 Savoy Dr., Suite 1212 Houston, TX 77036

Re: Roof Replacement at West End ES

Bellville Independent School District

#### Dear Noe:

We propose to perform Mechanical, Electrical, Technology and Plumbing Engineering Services for the replacement and adjustment of existing MEP equipment and systems on the roof at the existing West End ES to accommodate the roof replacement over the original portions of the school. Our work shall consist of modeling the system with the new roof R-value, preparation of the project drawings and written specifications, bidding phase, and shop drawing review. Our services will include attending the pre-bid conference as well as one (1) interim and one (1) final review of the MEP installation. Per the phone call conversation with MWA and Rice & Gardner we will deliver our design documents no later than one (1) week prior to the bid date to provide sufficient time for the bidders to respond.

Information and drawings to be supplied to us by the Owner or Architect shall include:

- 1. All utility information, including site survey.
- 2. Existing drawings if available.
- 3. District standards and requirements related to MEP systems.
- 4. Architectural floor plans and site backgrounds.
- 5. Architectural review plans in printed or pdf format.
- 6. Project drawings and specifications in pdf format
- 7. Posted set of drawings and specifications in pdf format.

For these services we will receive a flat fee of \$15,000.

Extra services requested by MWA Architects will be billed at a rate based on our hourly rate schedule, provided as Exhibit A, or change proposal. We shall receive progress payments for work completed with the various milestones as outlined in your prime agreement with Bellville ISD.

If the Owner wishes to explore combining roof top units (RTU) and reworking existing ductwork these services are excluded from this proposal but may be added by change proposal at a later date.

Hourly charges will be included for the month incurred. Payments are due and payable upon receipt.

Services specifically excluded from this contract include:

- 1. Plan and profile drawings of sanitary and storm lines
- 2. Site utilities other than electrical and natural gas
- 3. Surface and area drainage design including roof drainage
- 4. Rework of any systems/components not on the roof.
- 5. Detailed economic and energy analyses, reports and modeling (including building modeling)
- 6. Fire and/or smoke exhaust system modeling and design.
- 7. Any and all services associated with LEED or CHPS certification
- 8. Arc-fault analysis

Tyler W. Herring, P.E.

- 9. All reproduction and delivery costs (including printing of review sets)
- 10. Submitting plans for approval by governmental agencies. We will work with MWA Architects to resolve problems or comments from the authorities having jurisdiction.

I am sending you this agreement via electronic mail. Please return a signed copy to us for our records. Should this letter not agree with your concept of our relationship, please contact me for review.

review.

Yours very truly,

Accepted by:

Date:

# **EXHIBIT A**

Stanton Engineering Group, LLC's hourly billing rates are as follows:

Manager	\$200.00/hour
Project Manager	\$180.00/hour
Professional Engineer or PhD	\$180.00/hour
Graduate Engineer	\$140.00/hour
Construction Administrator	\$110.00/hour
Designer (MEP)	\$110.00/hour
CADD Operator	\$ 80.00/hour
Administrative	\$ 60.00/hour