



Meeting Date: October 17, 2024

Submitted By: Daniel Brooks
Title: Assistant Superintendent

Agenda Item: Consider and take action regarding approving the fees associated with the independent districtwide long-range facility plan for all elementary, middle and high schools across the district.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the fees associated with the independent districtwide long-range facility plan for all elementary, middle and high schools across the district and that the Board delegate the authority to the Superintendent or their designee to execute all contracts and related documents necessary to complete this project. The scope of work includes but is not limited to reviewing and providing updates to the reports prepared in 2022 and making prioritized recommendations for each campus. Expenditures will be made from Bond 2016 contingency funds at a total estimated cost not to exceed \$211,700.00.

IMPACT/RATIONALE:

Allows the district to purchase goods and services in accordance with Section 44.031 of the Texas Education Code. Expenditures will be made from Bond 2016 contingency funds at a total estimated cost not to exceed \$211,700.00. The scope of work includes, but is not limited to, reviewing and providing updates to the reports prepared in 2022 and making prioritized recommendations for each campus. The contract will be for a specific project and will expire upon completion of all related services.

BOARD ACTION REQUESTED:

Approval/Disapproval



Date: October 17, 2024
To: Lynnette Trevino, Director of Purchasing
From: Benjamin S. Mora, Executive Director of Facilities Planning
Project: Districtwide Long-Range Facility Plan

The Department of Facilities Planning recommends approving the fees associated with the independent districtwide long-range facility plan for all elementary, middle and high schools.

The scope of work includes, but is not limited to, reviewing and providing updates to the reports prepared in 2022 and making prioritized recommendations for each campus. These recommendations will take into consideration any projects already completed or slated to be completed by Judson ISD through existing Bond programs.

Project	Cost
Elementary Campuses	\$110,000.00
Secondary Campuses	\$101,700.00
TOTAL COST	\$211,700.00

The estimated cost to procure these services is not to exceed \$211,700.00.

Expenditures will be made from Bond 2016 contingency funds.

CC: Cecilia Davis, Deputy Superintendent of Operations
Daniel Brooks, Assistant Superintendent of Operations

July 24, 2024

Mr. Ben Mora
Executive Director of Facilities Planning
Judson Independent School District
8012 Shin Oak Drive
Live Oak, TX 78233

RE: Judson ISD Elementary School Long Range Facility Planning

Dear Mr. Mora,

Corgan is pleased to provide you the following proposal to assist Judson ISD to develop a comprehensive Elementary School Campus Long-Range Facility Plan. As per our conversation, the Facility Planning support that Corgan will be providing Judson ISD will include the following:

1. Elementary School Long Range Facility Plan
 - a. Analysis of the existing Elementary School Facilities Assessment prepared by Corgan to incorporate projects based on past recommendations in conjunction with exclusion of projects either completed or slated to be completed by Judson ISD through past Bond Programs.
 - b. Prioritization of projects based on need and rough order of magnitude cost estimates associated with each priority project for each Elementary School Campus.
 - c. Corgan will work with DBR and MTR, the MEP and Civil Engineering Consultants who assisted in the generation of the original Elementary School Facilities Assessment to develop a list of priorities and rough order of magnitude costs associated with their recommended scope.
 - d. Corgan will assist Judson ISD with any required Board Meetings / Presentations of this information to facilitate the approval of this Elementary School Campus Long-Range Facility Plan.

FEE PROPOSAL

Corgan proposes to provide Basic Services as described above for a fixed fee:

- Long Range Facility Planning: **\$110,000.00 fixed fee**

ADDITIONAL SERVICES

The Architect's basic fee does not include Permitting Fees, Surveying, Geotechnical, Material Testing, Asbestos Abatement or Monitoring, Test & Air Balance, Third-Party Code Review and Third-Party Roof Observation.

Should the client request any additional design services, Corgan will provide Additional Services on an hourly billing rate basis.

Should the client request any supplemental or additional services of the Architect's consultants, not included in basic services, compensation shall be the amount invoiced plus 0%.

We appreciate the opportunity to submit a proposal to Judson ISD for this scope of work. Please contact us if you have any additional questions

Sincerely,



ANDREW J. PEREZ, AIA, LEED AP

Vice President – San Antonio Education Studio Leader
Corgan

Accepted:

Mr. Ben Mora
Executive Director of Facility Planning

Date

Attachments:

2024 Terms and Conditions
Corgan Standard Hourly Rates



2002 N. Saint Mary's St.
San Antonio, TX 78212
210.733.3535

September 26, 2024

Revision 1

Benjamin Mora
Executive Director of Facilities Planning
Judson Independent School District
8205 Palisades Drive
Live Oak, TX 78233

RE: Judson ISD Secondary Campus Assessment Update
San Antonio, Texas

BENJAMIN, thank you for the opportunity to submit the enclosed revised proposal for architectural services.

If this proposal is acceptable to you, please let it serve as our agreement. Please sign the last page and return the entire agreement via email to Pam Cearley at pam.cearley@rvkarchitecture.com.

If you have any questions regarding the proposal, please contact me. We look forward to working with you.

A blue ink signature of Carr Hornbuckle, written in a cursive style.

Carr Hornbuckle, AIA, LEED AP
Architect

A blue ink signature of Heath J. Wenrich, written in a cursive style.

Heath J. Wenrich, RA, LEED AP
Senior Vice President, Architecture

Enclosures

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PROJECT SCOPE

The project consists of performing updates to the Assessment Report prepared in June, 2022. The Report was comprised of data pertaining to the five (5) Middle Schools, three (3) Comprehensive High Schools, and one (1) Early College Academy in the Judson Independent School District (JISD).

Judson ISD will provide updated information to the Design Team regarding any planned or completed work which has taken place since the Report was prepared. Upon receipt of this data, RVK will compose a supplement to the original Assessment Report, which makes prioritized recommendations for improvements to each Campus.

We will determine an appropriate value for the cost of any future work, in alignment with the campus recommendations. These costs will be indexed according to current construction values in the local market and tabulated with an escalation factor consistent with forecasts identified by the Associated General Contractors of America (AGC) or comparable trade organization. Identification of allowances for Owner costs in excess of construction estimates can be derived for future Bond planning.

RVK will engage the services of Moy Tarin and Ramirez (MTR) Engineers and DBR, Inc. to update their findings concerning Campus site conditions and features, along with, mechanical, electrical and plumbing systems. Prioritized recommendations concerning data related to functional usage, conformance with Texas Education Agency (TEA) guidelines, general facility condition, and overall compliance with Texas Accessibility Standards will be provided by RVK.

ADDITIONAL SERVICES

Additional Services include any work which is not outlined as part of the project scope above and/or any work required beyond the limitations set forth in this proposal. If our work proceeds based on the identified scope and changes are later required, the extra work necessary to make the changes will be done as an additional service. The following can also be provided as additional services, if you desire:

1. **Campus Master Planning** – Based on findings from the Assessment effort, we can meet with Stakeholders, and conduct one or more sessions to align the Stakeholders and the Design Team on a shared design direction. The exercises that RVK conducts will engage Stakeholders and capture high level goals and aspirations for future work. The product of the Visioning session(s) will ultimately come to define how the users experience the Campus and how the spirit of the District is represented.
2. **As-Builts** – We can provide detailed field verification, as well as preparation of As-Builts, based on significant deviations between diagrams provided by JISD and existing conditions noted in the Assessment. Documentation in AutoCAD format or other building information software can be provided. Additional time for this effort would also need to be agreed upon by JISD and RVK.
3. **Design** – We can develop Architectural design(s) and documentation for bid/construction to address deficiencies noted in the Assessment. This effort can be provided as an Additional Service, or under separate agreement for design and construction contract administration.

CONSULTANT SERVICES

We will rely on outside professional firms to provide Civil/Site conditions, Mechanical, Electrical, Plumbing Engineering services, and/or other special consulting services necessary for the completion of the project.

ASSESSMENT BASIC COMPENSATION

Architectural	RVK Architecture	\$42,000 (fixed fee)
Civil and Site Conditions	Moy Tarin Ramirez Engineers	\$28,200 (fixed fee)
Mechanical, Electrical & Plumbing	DBR, Inc.	\$29,000 (fixed fee)
Reimbursables		\$ 2,500 (estimate)
TOTAL		\$101,700

Structural Engineering Services are **not** a part of this Agreement.

The Compensation Table above does not include Additional Services outlined previously in this proposal. Any Additional Services required will be Owner approved if needed.

Reimbursable expenses are not included in the Basic Services and are billed separately. See "ADDITIONAL SERVICES COMPENSATION & REIMBURSABLE EXPENSES.

SPECIAL CONSULTANTS' COMPENSATION

In addition to our Civil, Mechanical, Electrical and Plumbing Engineering Consultants, the need for further special consulting services could arise while performing the Assessment update. The fees for these services will be in addition to our Basic Services fee. Special consultants will be engaged by, and paid directly by, Owner. We will coordinate the work of these Consultants as a part of our scope of services.

With our present knowledge of the project scope, further special consulting services may include the following:

- Geotechnical Engineering
- Acoustic and Theatrical Systems Consultant
- Kitchen Consultant
- Traffic Consultant

The exact Consultants' fees can be determined when each Consultant is hired.

LABOR PROVIDED IN ADVANCE OF FULLY EXECUTED AGREEMENT

Any labor provided within the scope of the project in advance of the fully executed agreement related to this project may be billed at standard hourly rates, until such time that the agreement is fully executed and all terms have been agreed to. Upon agreement of the terms, appropriate credit for previously billed labor will be applied in accordance with the executed agreement as if the executed agreement had been in place at the time the labor was performed.

ADDITIONAL SERVICE COMPENSATION & REIMBURSABLE EXPENSES

Additional Services are available but not included in the compensation for Basic Services. If required, we will perform additional services at our standard hourly rates in effect at the time the work is done or, at your request, we can provide a separate proposal for any additional services which you desire. Please refer to the attached hourly Compensation Schedule – Exhibit A – which is currently in effect.

Additional Services provided by Consultants are available but not included in the compensation for Basic Services. If required and approved, these services will be billed at a multiple of 1.15 times the amount billed to the Architect for such services.

Reimbursable expenses, such as reproduction of documents (exclusive of interoffice and inter-disciplinary coordination prints), auto travel mileage and delivery charges will be billed monthly at 1.15 times our cost. All reimbursable expenses will be in addition to the above compensation and are estimated to be Two Thousand Five Hundred dollars (\$2,500).

INVOICES

RVK Architecture (Vendor) will invoice Judson ISD for the work we have performed monthly. Judson ISD agrees to remit payment to Vendor upon receipt of invoice within 30 days from date of invoice. If payment is overdue beyond forty-five (45) days of billing date, carrying charges are guaranteed by you 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 our termination of activity will be assumed by you.

OTHER PROVISIONS

This proposal is subject to change if this agreement has not been signed within sixty (60) days.

Remodeling and/or rehabilitation of existing construction requires that certain assumptions be made by the design professional regarding existing conditions. Should additional inspections, tests or measurements be required or if any existing conditions are found to be materially different from our original assumptions, our additional effort required will be provided as an additional service.

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

Should you choose to terminate this agreement for any reason, you may do so by notifying us in writing. In this event, our total compensation due would be for that portion of our services provided and reimbursable expenses incurred to the date of our receiving your written notice.

We shall perform our services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. We shall perform our services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

We do not warranty our work to be perfect and without fault. In the preparation of designs, drawings and specifications, errors and omissions may inadvertently be made. Our total liability to you for any and all injuries, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes shall not exceed the total amount of our fee (excluding any fees paid to Engineers and/or other outside Consultants).

Revision 1

We will coordinate our work with 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.

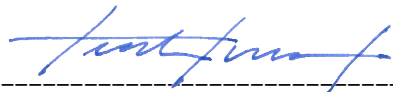
We shall not be required to execute any document subsequent to the signing of this Agreement that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

In the event a dispute arises, the Owner and RVK agree to first try in good faith to settle any dispute arising out of, or related to this Agreement, by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, we so agree, or by civil litigation. In the event that any dispute proceeds to binding arbitration or civil litigation, we mutually agree to waive pre-judgement interest with respect to any award or judgement.

We each acknowledge that no representations other than those expressed herein have been made by either party, and 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.

Approval:

Benjamin Mora
Executive Director of Facilities Planning
Judson Independent School District



Heath J. Wenrich
LEED AP
Senior Vice President | Architecture
RVK Architecture

September 26, 2024

Date

Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects, persons registered as landscape architects, and persons registered as registered interior designers in Texas. Complaints should be addressed to: Texas Board of Architectural Examiners, P. O. Box 12337, Austin, TX 78711-2337 - Telephone: (512) 305-9000, Fax: (512) 305-8900, <http://www.tbae.state.tx.us>. Irrigation in Texas is regulated by the Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087.

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