

November 5, 2024

Robert Cook
Facilities Manager
Town of Prosper
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972.569.1143

RE: PROFESSIONAL SERVICES PROPOSAL FOR TOWN OF PROSPER POLICE SPACE NEEDS ASSESSMENT AND MASTER PLAN

Thank you for the opportunity to submit a fixed fee design proposal for the above referenced project. We understand that the Town of Prosper ("Owner") would like GFF Architects ("GFF") to provide space needs assessment and master planning services for the Prosper Police Department. The project is to be located on the current Police Station site. The GFF team will provide great service throughout the duration of this project, and we hope this can become one of many successful teaming arrangements between GFF and the Town of Prosper. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The current Prosper Police Station was designed in 2018, and its construction was completed in October of 2020. Since then, the department has outgrown the current facility, and it is in need of expansion.
- The current facility is located on a site which can accommodate strategic expansion zones on both the east and west sides of the site.
- Secure parking will likely need to be expanded as well and this study may determine that the current parking may need to be expanded to the south, towards a small creek that runs along the south property line.
- The rapid growth of the North Texas region has made building appropriately challenging. The study shall strive to identify the size of facility needed to accommodate the Town's Police Department at such time that the town's population is approximately 75,000- 85,000 people.
- The Police Department will provide staffing projections for the future based on anticipated ratio of officers per 1,000 people in the town.
- Currently, the town plans to hold a bond election in November of 2025. The funding for this project shall be included in that public bond vote.
- Today's best practices in Law Enforcement facility design shall be incorporated into this study as best as possible in order to plan for the future.

PROJECT TEAM:

Town's Team:

Robert Cook	Facilities Manager
Doug Kowalski	Chief of Police
Scott Brewer	Assistant Chief of Police

720 Design

Don Wertzberger

Public Safety Consultant

Principal

Riddle & Goodnight

Mark Goodnight

Cost Estimator

Principal

GFF Architects, Inc.

Jason Cave, AIA
Blake Thames, AIA
Garrett Barker, AIA

Architect

Project Manager
Project Designer
Project Architect

SCOPE OF SERVICES:

Space Needs Assessment

- Develop an architectural space program with the town that reflects the needs of the Police Department based on a target population of 75,000 – 85,000 people.
 - The needs assessment shall identify space for people, vehicles and things.
 - Parking needs will be identified including space for specialty vehicles such as mobile command center, SWAT vehicle, etc.

Site Master Plan and Conceptual Design

- The site will be studied to determine the best configuration for expanding the facility.
 - Consideration will need to be given to the best location for different functions within the department.
 - The Town expressed a desire for the master plan to identify “bite-sized” phases of expansion that can be implemented over time.
 - Security demarcations and egress paths will be considered as part of each phase of expansion.
- Develop a conceptual design for the project, that ties into the existing building design. Deliverables include:
 - Site Plan including parking layouts and ingress/egress.
 - Floor Plan(s) including departmental adjacencies, circulation and building entries.
 - 3D Renderings developed in-house.
- Construction Cost Estimate
 - Our cost estimator will provide construction cost estimates of the scope developed in the master plan.
 - Our team will develop an “all-in” Project Budget for the complete scope of the master plan as well as specific phases identified by the town as individual projects.

DELIVERABLE:

- GFF will deliver a digital PDF and up to (8) printed copies of the final report in 11” x 17” format to the Owner at the completion of the study.

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 in order to complete the project.

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| • Tree survey | • Traffic impact analysis |
| • Construction Administration | • Traffic control/signal studies or implementation |
| • Off-site street ROW alterations and improvements | • Environmental or hazardous materials issues |
| • Off-site utility engineering, including storm water utilities. | • Leadership in Energy and Environmental Design (LEED) certification |
| • Hydrologic and hydraulic analysis, including streams and flood plains. | • Energy modeling and utility bill estimates |
| • Underfloor drainage and foundation French drain systems | • Preparation of systems life cycle cost analysis (LCA) |
| • Subsurface utility engineering (SUE) | • Intrusion detection systems design |
| • Construction staking | • Food service consulting |
| • Incorporating the Contractor’s field changes into the contract documents. | • Fueling systems and canopies |
| • Waters of the United States delineation | • Professional models and renderings produced out-of-house. |
| • Threatened and endangered species habitat assessment | • Virtual reality animation modeling and rendering |
| • Historical cultural resources assessment | |

PROJECT SCHEDULE:

The design team anticipates a 12-week project schedule with a goal to deliver the completed study by April/ May timeframe. A more detailed milestone schedule will be developed in with the Owner.

REIMBURSABLE EXPENSES:

The allowance below is a not-to-exceed amount for project-related costs incurred such as: printing, deliveries, travel to and from project site, plots, taxes on goods or services, and other reimbursable expenses per AIA B 101, 2017, Ed.

Reimbursable Allowance:	\$1,000.00
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FEES:

We propose to perform this work for a fixed sum as follows:

Space Needs Assessment, Master Planning and Concept Design,	\$77,500.00
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Total Fees and Reimbursable Allowance	\$78,500.00
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Additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner.

ADDITIONAL SERVICES:

Additional services not included in Basic Services, will be billed monthly as charges are incurred. We propose to perform this work on an hourly basis at the following rates:

Principals:	\$345 – \$405/ hour depending on the individual
Other Staff:	2.95 x Direct Personnel Expense

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in AIA B101, 2017, Ed., unless otherwise specifically set forth herein. "Work", as used therein and further in relation to the Architect's Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.
- The Owner has or will retain, via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substances. As such, the Architect shall consider the building and site free of hazardous substances for the purpose of performing its work.
- Design, coordination and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, the lender or any other entity is by others.
- GFF shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project, including pre-construction.
- In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations, and work-in-progress modifications.

By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction time.

- This proposal is based on all buildings being designed, documented, permitted, and constructed at the same time. Should Owner elect to proceed with the project in phases, GFF can provide that as an additional service.
- In the event GFF is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner's consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.
- Services regarding trenching operations are not included as part of this agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, and observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.
- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE OWNER AGREES TO LIMIT ARCHITECT'S LIABILITY DUE TO ACTS, ERRORS OR OMISSIONS ALLEGED IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN TORT OR CONTRACT, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT SHALL NOT EXCEED THE GREATER OF \$50,000, OR THE ARCHITECT'S FEE PAID BY OWNER FOR SERVICES RENDERED ON THIS PROJECT.
- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.
- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.
- The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.
- The following are not included as a Basic Service: the design of a structurally-suspended slab, tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security.
- Owner has or will provide a site-specific geotechnical report for the site for our use in designing the structural systems for the buildings. Should the report indicate a structured or suspended floor slab is required, GFF and its Consultants can provide that design as an additional service.

- Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement.
- Payment shall be due within 30 days from the date of the invoice (Net 30). All invoices that remain unpaid after 30 days will be assessed a service charge of 1.25% per month, compounded monthly. Architect will stop work if any payment becomes more than 60 days past due and will resume work only upon receipt of payment for all past due amounts.
- Services related to the incorporation of environmentally responsible design including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless so designated herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications.
- Upon completion, the Architect may, at its option, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (179D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the "Designer" of the Project by completing an allocation form (that Architect will provide) and shall allow the Architect's independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project's HVAC, interior lighting and/or building envelope systems.
- If, at the Owner's request, the Architect's Work is delayed by more than 60 cumulative days, the Architect's compensation may be adjusted accordingly.
- This proposal shall be valid for a period of up to 60 days from the date of the proposal.

If this proposal is acceptable, please sign and return one (1) copy to my office, to signify your acceptance, which shall also serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by Architect and accepted by you, this shall also constitute acceptance of this proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,
GFF ARCHITECTS

Jason W. Cave, AIA
Associate Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Allison Hubbard, MBA
Maria Gomez, AIA LEED AP

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

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