

Attachment B

August 20, 2025

Mr. Chris Presley
Internal Services Manager
City of Lewisville
151 W. Church Street
Lewisville, TX 75057

RE: CITY OF LEWISVILLE MUNICIPAL ANNEX BUILDING REMODEL

Dear Chris,

Thank you for the opportunity to submit a proposal on the above referenced project. We understand The City of Lewisville ("Owner") would like GFF Architects ("GFF" or "Architect") to provide Architectural and Interior Design Services for Municipal Annex Building Remodel. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The Municipal Annex Building ("the annex") was constructed in 1989 and had previously served as city hall until the new city hall was built in 2003. It is part of a larger municipal campus and is located between the city library and the city jail. A number of city departments have previously resided in the annex including city manager's office, police and fire admin and the parks and recreation department.
- Currently, the annex houses the I.T. Department, Municipal Court and the City Attorney's office. 911/Dispatch currently occupies space on the second floor but is slated to move into the new public Safety Campus in the coming months.
- The city would like to renovate the annex to make it more efficient for the current departments operating out of the building. Additionally, they would like to upgrade the technology, lighting and interior finishes throughout the building.
- The Municipal Courtroom is currently located in the annex and is need of significant upgrades. The AV system and lighting are major components of this space that need to be upgraded to meet current courts standards. It is anticipated that current systems will need to be upgraded. The exact extent of those upgrades is unknown at this time.
- The largest department in the building is the I.T. department which is in need of a more conducive office setting for their operations. As the most public space in the building, the municipal courtroom needs a facelift and technology upgrades. Court staff areas need to be redesigned to support their operations. If possible, better flow in and out of courts along with more prominent court clerk windows are desired.
- The annex currently houses a "community room" that can hold roughly 100 people. It is in need of reconfiguration and updated finishes. This room is heavily used by the public.
- Current HVAC systems appear in good condition and are adequate to serve the proposed future functions of the building.
- The city is not aware of any structural settling or foundation concerns currently.
- The annex building has an accessible crawlspace that may provide access to under-slab systems.
- No major changes to the building's exterior façade or roof are anticipated.
- We anticipate roughly nine months of design, beginning with notice to proceed and concluding with an issue for bid/ permit set. Supplemental Services may expand that timeframe.
- We understand the city desires to utilize the design-bid-build delivery method for construction.
- Currently, the city intends to spend roughly \$4M on this project. However, it is unknown if the proposed scope will align with this budget.

PROJECT TEAM:

Owner's Team:
Chris Presley
David McAlister
Jeremy Leonard

Internal Services Manager
Information Technology
Director of Court Services

GFF

Maria Gomez
Jason Cave
Garrett Barker

Architect

Principal-In-Charge
Associate Principal
Studio Director

SCOPE OF SERVICES:

Basic Services

Project Tours

Touring other projects can be helpful to understand the level of fit and finish desired along with modern office technology and lighting. We propose to tour (3) recently completed projects in a single day to gather feedback from the city stakeholder group on their preferences.

Programming Services

Programming services are needed to identify the true needs of each department in the building. In particular, the I.T. Department consists of 31 full-time employees that need office space designed to support their operations. Programming services will define the number and size of spaces needed as well as the functional requirements for technology, lighting, interior finishes, and furniture for each space.

Existing Building Field Verification

This service includes field verification (through digital building scan) of the existing building to develop current existing floor plans of the annex building.

Concept Design and Budget Validation

We propose to provide scope-to-budget services inclusive of concept design along with a conceptual cost estimate. Multiple design concepts will be studied to understand the most desirable solution that meets the user's needs while maintaining the city's budget.

Architectural Design and Construction Services

Provide Architectural, Structural, MEP, Technology Design, and Cost Estimating services from Schematic Design through the conclusion of Construction Documents, for the project described above, per the terms of the Professional Services Agreement.

Provide assistance during Permitting, Bidding and Negotiation with evaluating the project costs, per the terms of the Professional Services Agreement.

Provide standard Contract Administration services for reviewing shop drawings, attending jobsite meetings, clarifying the intent of the construction documents, etc., per the terms of the Professional Services Agreement for up to (10) months. Basic Services shall include up to (20) site visits, consisting of (2) site visits per month and (2) punch list visits. Services beyond these amounts shall be Additional Services. The construction administration phase will start with the first submittal or shop drawing review, regardless of whether a permit has been obtained.

Supplemental Services

1. Community Room Enhancements

The city may desire to upgrade the overall function of the community room. Enhanced modifications may include redesigning the catering kitchen and AV systems within the room.

2. Enhanced 3D Renderings

Throughout the design process, we will use plan, section and elevation drawings to convey our design intent. In-house rendered images may be used as well. If desired, enhanced color 3D renderings can be generated to provide the most realistic representation of the design intent.

3. Enhanced Technology/ AV Design

Basic services include technology/ security/ AV design for current systems in place and utilized by the city. Enhanced services include re-imagining these systems throughout the building including detailed modifications to the existing data center to reconfigure it to allow its footprint to change and be more compact, allowing for architecture changes to the building.

DELIVERABLES:

At the conclusion of each phase, we will provide the following deliverables:

Programming Services

- Written Project Goal Statement & Project Team Directory
- A well-detailed program to include project scope narratives confirming needs, space plans, budgetary cost opinions and a detailed, confirmed project schedule.

Existing Building Field Verification

- 3D Scan of building interior translated into working Floor Plans.

Concept Design and Budget Validation

- Develop Adjacency Diagrams
- Concept Floor Plan Design Diagrams
- Concept Level Cost Opinion and Preliminary Project Budget

Architectural Design and Construction Services

Schematic Design

- Review Space Relationship and Adjacency Diagrams
- Site Plan describing any modifications to building envelope or site
- Space Plans and Elevations
- Interior and Exterior (as needed) Building Renderings
- Outline Specifications
- SD-level Updated Cost Opinion

Design Development

- Prepare Multiple Interior Finish Palettes for Review
- Typical Room Layout Diagrams
- Working documents and specifications as an outgrowth from Schematic Design
- Evolved, verified narrative of furniture and equipment requirements for facilities
- DD-level Review updated Cost Opinion from Construction Manager

Construction Documents

- Final Bid Documents for Owner Approval
- Permit Application
- Final CD-level Updated Cost Estimate

Bidding & Negotiation

- Pre-Bid Conference & Site Visit Meeting
- Issuing Addenda and pre-bid RFI responses

Construction Administration

- Review and Process Submittals & Shop Drawings
- Process Change Orders & Applications for Payment
- Respond to Constructor RFIs
- Punchlist Walkthrough & Issue Certificate of Substantial Completion

Post Construction

- Architectural Record Drawings
- 11-month Walkthrough listing Defects / Corrective Action List
- Post-Occupancy Survey / Report

SCHEDULE:

Our anticipated milestone schedule for this project is as follows:

(Assumes typical 2-week owner review period at the completion of each phase)

- | | |
|---|--------------------------------|
| • NTP | October 6 th , 2025 |
| • Project Kickoff, Programming & Concept Design | 8 Weeks |
| • Schematic Design | 7 Weeks |
| • Design Development | 7 Weeks |
| • Construction Documents | 10 Weeks |
| • Bidding and Negotiation | 3 Months |
| • Construction Administration | 9 Months |

FEES:

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

- *Basic Services:* \$482,290

Project Tours		\$5,000
Programming Services		\$25,380
Existing Building Field Verification		\$10,950
Concept Design and Budget Validation		\$20,287
Architectural Design and Construction Services		\$420,673
TOTAL		\$482,290

This fee is based on an overall project budget of \$4,000,000 with \$3,000,000 being anticipated for construction. If the city decides to change the scope and/ or budget of the project, the Architect shall be entitled to renegotiate this fee.

- *Supplemental Services*

Supplemental Service #1	Community Room Enhancements	\$35,000
Supplemental Service #2	Enhanced 3D Renderings	\$9,000
Supplemental Service #3	Enhanced Technology/ AV Design	\$22,000

- *Revisions and other 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 and Other Staff: 2.95 x Direct Personnel Expense

- *Reimbursable Expenses*

Reimbursable Expenses are covered within our basic services fee.

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in the Professional Services Agreement, 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.
- GFF shall not be required to retain any specific consultant recommended by the Owner. To the extent that the Owner recommends or requires a certain consultant to perform services on the project, Owner shall directly retain such consultant and require such consultant to coordinate its services with those provided by GFF.
- 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 City agrees to limit Consultant'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 Consultant shall not exceed two times (2x) the Consultant's fee paid by City for services rendered on this project. Additionally, Consultant and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- 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.
- 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 Cave, AIA
Associate Principal + Director of Civic Practice

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

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.

Master Version 04.02.2025

P:\Pending and Other Projects\City of Lewisville - Annex Remodel\01 - Legal\01 - Proposals\City of Lewisville Proposal_Fixed Fee_GFF.docx