

CITY OF SEGUIN
AQUATIC & RECREATION FACILITY FEASIBILITY STUDY 2024

THIS AGREEMENT made and entered into at Seguin, Texas the date fully executed, by and between **City of Seguin** hereinafter referred to as "the Owner" and BRINKLEY SARGENT WIGINTON ARCHITECTS, hereinafter referred to as "the Consultant".

WHEREAS, the **City of Seguin**, is undertaking a Conceptual Study for an aquatic recreation center facility to be located in **Seguin, Texas** and,

WHEREAS, the Consultant is a professional consultant in the field of aquatic and recreational facility planning and design, and

WHEREAS, the **Owner**, is desirous of retaining the Consultant as its independent contractor for purposes of developing a needs assessment, conceptual programming, and conceptual budgeting for a new aquatic recreational center.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. **SERVICES:** The **Owner**, hereby retains the Consultant as its recreation facility planning and design consultant for the proposed project. The scope of the Consultant's services is:

1. PHASE 1 – NEEDS ASSESSMENT

A. IN-PERSON KICK-OFF MEETING – CREATE AN ENGAGEMENT STRATEGY

To determine potential gaps in recreation services and help the City determine potential building and programming opportunities, we will engage residents and other key stakeholders in the Feasibility Study process. As we develop an Engagement Strategy with the City, we will discuss both virtual and in-person options, identify and describe methods of community involvement including focus groups, stakeholder interviews, public forums, pop-up activities at scheduled special events, etc. We will identify key stakeholders, create a schedule for public input opportunities, develop a schedule for the promotion and coordination of stakeholder input events, and identify specific stakeholder interview and focus group questions. Anticipated engagement activities include conducting:

- 1) Stakeholder interviews
- 2) Engagement of city staff with internal leaders and focus groups
- 3) Facilitate Public Input Sessions
- 4) Statistically valid survey: Includes development, execution, and analysis of a statistically valid public survey documenting resident perceptions of recreation needs. Survey will be conducted via US mail.

B. REVIEW CONDITION OF EXISTING AQUATIC & RECREATION FACILITIES

Conduct an onsite review of existing aquatic & recreation facilities and photographically document impression of center. This will not be an in-depth audit of the facility but will be general in nature.

C. DEMOGRAPHIC, MARKET & TRENDS ANALYSIS

Complete a demographic trends analysis which is based on Census 2020 baseline data, any recently reported data, and projected populations for next five and ten years. The demographic analysis will be based on a set service area (e.g. drive-time, distance, etc.) after further discussion with the City. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, income characteristics and recreation trend information.

2. PHASE 2 – CONCEPT OPTIONS

This process is anticipated to happen in virtual settings

A. FINDINGS AND VISIONING

We will compile findings from Phase 1 and will prepare a summary of findings for staff and decision-makers to validate their accuracy. During this stage, we will confirm that all information identified and collected thus far is correct and ask stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations. This is anticipated to be in a virtual setting.

Following our review of the findings, we will facilitate a virtual Visioning Workshop that will analyze all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

B. DEVELOP GENERAL SPACE PROGRAM OPTIONS

Based on the agreed upon findings and visioning, we will develop outline architectural space program options describing the size and function of each space. The outlined options will be reviewed with client for compliance with vision and goals. As information may be available, outline programs will be test-fitted on up to three potential sites. High-level operational assessment will be included in the options. This operational assessment will be based upon the findings and visioning efforts to build the conceptual facility design model.

Once the final amenity concept is completed for the facility, Consultant will develop a business plan for the proposed facility projecting the expenses, revenues, and cost recovery anticipated over the first five years of operating the facility. Our typical five-year pro forma would be based on the operational budget projections as well as all the information provided by the City. These figures will project trends in the increases in participation as well as estimated inflationary costs and/or price changes. Our team will provide well-written text, budget assumptions, operational budget, and a five-year pro forma that address all of the above components in a solid business plan format. These pieces are all integrated to provide the final assessment that will move the City forward with final programming and operational recommendations that are justifiable, well thought-out, and have backing and consensus from decision makers.

Following review of the program options, a final program option will be further developed to take in to conceptual design and a detailed operational assessment.

C. HIGH-LEVEL PROFORMA ANALYSIS

Based on the space programs, consulting team will develop high-level operational projections for each option.

D. DESIGN CONCEPT DEVELOPMENT

Based on the Design Program, we will prepare facility design concept options. We will provide a conceptual plan of each option. The purpose of the plans will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the facility footprint will contain the areas proposed in the visioning and program. Options will explore scales of facilities based upon the needs assessment.

The Consultant will prepare an Opinion of Probable Construction Cost for the facility concepts. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The “hard” construction cost figures will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, FF&E, escalation contingencies and other such expenses related to the project. The sum of these two cost figures will be the anticipated total project cost.

For purposes of this proposal, the conceptual design will be based on a specific selected site, or be site agnostic. Conceptual designs for multiple sites will be additional services.

3. PHASE 3 – OPERATIONAL AND FINANCIAL PLAN

This process is anticipated to happen in virtual settings. Based on the final program and selected conceptual plan for the facility, the Consulting Team will develop:

- A. Operational Plan – including the following:
 - 1. Operational Standards – The Consulting Team will establish operational standards and costs for the facility based on full operations. This will include hours of operation, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the facility.

- B. Financial Plan/Pro-Forma – including the following:
 - 1. Detailed financial plans illustrating pricing strategies for each of the programs and services. The detail financial plans will include a space utilization summary based on detailed line-item projections and detailed participation by program area.
 - 2. Financial modeling will be completed in Microsoft Excel; a fully functional version of the electronic model will be provided to the City for future use as a budgeting and planning tool. The electronic financial model, fully linked and functional with the ability to project and model dynamic scenarios, will include:
 - a. Expenditure detail
 - 1) Detailed staffing by space/program area
 - 2) Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion
 - 3) Commodity costs for program area and general facility requirements
 - 4) Contract instructor/officiating costs
 - b. Revenue and participation detail
 - 1) General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.)
 - 2) Program/class participation by session/meetings, by participant category
 - 3) Rental by space/program area by price point

- C. The detailed financial plan will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line-item detail and summary schedules

for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes.

4. MEETINGS

In addition to Phase 1 meetings, scope assumes two (2) in-person presentation meetings with city boards or council. All other meetings are expected to be virtual. Time for additional in-person meetings shall be additional services as listed below.

II. FEES: The Consultant’s fee shall be a lump sum fee for the above listed scope of services, broken down as follows:

	<u>BSW</u>	<u>PROS</u>
Phase 1 (Base fee):		
Public & stakeholder Meetings	\$10,000	\$2,950
Review condition of existing facilities	\$6,000	\$1,000
Demographic and trend analysis	\$2,000	\$4,000
Statistically valid survey (outsourced)	\$17,500	
Phase 2 (Base fee):		
Develop program space options	\$10,000	\$1,000
High-level pro forma analysis	\$1,000	\$6,500
Develop concept plan	\$25,000	\$500
Phase 3:		
Develop detailed operations and financial plans	<u>\$2,000</u>	<u>\$9,500</u>
Total fees	\$73,500	\$25,450
<u>Reimbursable budget allowance</u>	<u>\$7,500</u>	

The Consultant shall submit monthly statements based upon percentage of completion for that month.

The Owner shall make payment within thirty (30) days after receipt of invoice from consultant. If Owner fails to make any payment due Consultant for services and expenses, interest will begin to accrue as provided by the Prompt Payment Act. Consultant may, after giving seven (7) days written notice to the Owner, suspend services until payment is made in full of all past due invoices for this project.

III. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule:

Senior Principal	\$300.00/hour
Project Manager	\$225.00/hour
Project Architect II / Planner	\$205.00/hour
Project Architect I	\$165.00/hour
Architectural Designer	\$130.00/hour
Recreation Consultant	\$190.00/hour
Recreation Strategist	\$125.00/hour
Administrative	\$95.00/hour
Site Visit	\$1,500.00 /day *
* Per person, excluding travel expenses	

IV. OTHER OPTIONAL SERVICES: All additional services must be authorized in writing. Potential optional services include:

1. Online survey: \$3,000
Provide qualitative survey administration and analysis via www.surveymonkey.com.
2. Site analysis: \$5,000 per site. Includes basic due diligence review of potential sites to be considered for development or redevelopment. Basic due diligence includes review of parcel size, planning and zoning requirements, floodplain documentation.
3. Architectural concept rendering: \$3,000 per rendering.

V. TERMINATION: Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

VI. SCHEDULE OF WORK: The Consultant shall execute all of the tasks listed above within 180 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Owner, or other extensions not caused by the Consultant, will be added to the 180 calendar days.

VII. CONTINUANCE: The owner shall have the right to continue with the consultant to develop the full plans for the project upon securing the required funding. This continuance would be accomplished as part of a new contract. Credit for this study shall be provided in the continuance contract provided scope does not materially change.

VIII. IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

CITY OF SEGUIN

BRINKLEY SARGENT
WIGINTON ARCHITECTS

BY: _____
[name]

BY: _____
[name]

[title]

[title]

Date: _____

Date: _____

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