

February 17, 2023

Jeff Price  
Executive Director of Public Works  
City of Mansfield  
Chris W Burkett Service Center  
620 S. Wisteria St  
Mansfield, TX

RE: Mansfield Animal Adoption and Service Center Proposal  
Quorum No: 22251

Jeff,

We are pleased to respond to your request for a proposal for Professional Design Services for the proposed Mansfield Animal Shelter and Adoption Facility and Service Center Addition. This proposal will become Attachment A to the City's Professional Services Standard Agreement. We anticipate developing a design working closely with the City's leadership and guidance in a collaborative effort. For the general basis of this proposal, we understand the Animal Shelter project will include an approximately 25,000 to 30,000 sq. ft facility. For the purpose of defining the anticipated scope of the Service center work, we anticipate it to generally include approximately 30,000 to 38,000 sf Parks Operations, Environmental Services and possibly Utility (Billings). The Billings may be a renovation of the existing Training area in Building A but that would be the only renovation area in the existing service center under this proposed scope. We are not planning on a separate building for Billing on site under this scope. Design and construction activity would be separate and independent of the existing facility, generally on the recently acquired land north of the existing facility, unless the scope is expanded as additional services.

This project will be further developed upon completion of programming and a site master plan. The construction activity will likely be phased to accommodate maintaining existing service center functions concurrent with construction operations.

We have not included Surveying, Geotechnical services or platting per recent discussions with the City but will assist the City as needed in facilitating and coordinating with those Owner provided consultants. Security access control and data cabling will be provided internally by City of Mansfield and their current IT vendors but will be coordinated during design. We have not included Traffic Impact Analysis or any offsite utility design.

## **BASIC DESIGN SERVICES**

- A. Programming / Master Plan – The Architect shall review previous program documents then through multiple meetings with the users and management, then develop current updated program documents for both the animal shelter and the service center. Upon approval of the program documents, Architect will develop Concept, Master plan Drawings presenting up to two options indicating possible building placement, pavement, fire lanes, drainage structures, and primary site elements considering vehicular circulation, public access, employee access, etc.
- B. Schematic Design – Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Programming and Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Architect will utilize related unit costs for similarly constructed facilities recently designed by Quorum as a basis for using square foot costing methods along with using the services of a professional cost estimator during this phase. During Schematic Design, Client shall have a topographic survey of the area developed and engage the services of a geotechnical engineer based on conceptual preliminary drawings provided by the Architect. Up to four renderings of the Facilities showing proposed design will be developed but only be schematic at this point and be very conceptual to be refined in later design phases. Work during this phase will include initiating discussions with the City’s planning and development department as well as IT, Fire Marshall, and Facilities and possibly a preliminary Development Review meeting if possible.
- C. Design Development – Based on the approved Schematic Design Document and any adjustments authorized by the City in the program, schedule or construction budget, the Architect shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, site civil layouts, materials and such other elements as may be appropriate. Generally, most of the drawing sheets will be started as well as most specification sections, although the details of each will be completed during Construction Document development. Architect shall update the renderings from Schematic Design. Work during this phase will continue to be coordinated with the City’s planning and development department as well as IT, Fire Marshall, and Facilities culminating in another Preliminary Development meeting. Architect will utilize the services of the City selected CMaR for cost estimates, budgeting, and construction planning.
- D. Construction Documents – Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the project as required to obtain building permit approvals. Architect will assist

in permit application and submission with final permit being obtained in the name of the selected contractor.

- E. Bidding – The Architect will assist the City and CMaR in bidding, including attending Pre-proposal meeting, development of addenda as necessary and answering bidder's RFI's, questions of clarifications on the Documents, and other concerns. Architect will provide electronic versions of conformed Documents and coordinate with Contractor to execute contracts. A maximum of five printed sets and electronic pdf sets for each site, will be provided to the Owner. The CMaR will be responsible for their printing and other printed sets that become necessary. During this phase we expect our efforts to be somewhat limited since the CMaR will be involved in screening many of the questions from sub-contractors.
- F. Construction Contract Administration (CCA) – The Architect shall provide administration of the Contract for Construction as set forth below, unless otherwise provided in this proposal. The Architect, as a representative of the City, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect shall report to the City known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. For the purpose of this revised proposal we have assumed that due to limited area available on site, the need for the City to maintain normal daily operations using the existing site as is currently done, and the need for the contractor to maintain a job trailer and material staging / storage area as well as contractor parking areas, the two buildings will likely need to be phased in construction and therefore the construction services and efforts indicated herein will likely be performed separately and independently for each building. A maximum of twenty-six (26) site visits over a thirteen (13) month construction period, including one (1) pre-construction meeting, one (1) substantial completion inspection and one (1) final review site visit for each building has been included in our proposal. Additional visits or extended CCA time period may become necessary depending on the contractor's construction schedule and management of the

project and will be performed as Additional Services if required. At completion of construction Architect shall coordinate with Contractor and use their provided as-built drawings along with the architect's changes during construction, to produce electronic Record Documents, mostly developed by the Contractor supplemented with architect's notes. Printing hard copy versions of construction sets is not included and should be part of the CMaR's responsibility.

## **SUPPLEMENTAL SERVICES**

- A. Civil Engineer - As directed by the City, the Architect shall procure the services of civil engineer to include necessary site work as part of the construction documents, including on-site work such as grading, paving, and utility plans, as well as erosion control, hydrology and drainage calculations if required, for the area disturbed and affected by development. This task also includes Landscape Architect to provide landscape and irrigation drawings.
- B. Landscape Architecture - As directed by the City, the Architect shall procure the services of a Landscape Architect to include necessary landscape and employee plaza areas, as well as irrigation drawings.
- C. Equipment Coordination – Quorum will coordinate existing equipment (Service Center and Animal Shelter - new items as well as that which is to be relocated) including necessary utility requirements as part of the construction contract. Small portable equipment is only included for basic space needs and general power locations and is not included in basic design or construction since it will likely be part of FFE.
- D. Interior Design – Architect will utilize the services of an Interior Designer from Quorum to propose materials and finishes during Design Development and Construction Documents, as well as to review certain submittals during Construction Administration.
- E. Estimator – Architect will utilize the services of a professional cost estimator during the Schematic Design Phase only since the city will have a Construction Manager on board during Design Development for estimating construction cost throughout the rest of Design.
- F. TDLR Review and Inspection - Architect to coordinate TDLR review and inspection with local TDLR RAS or preferred RAS of choice by the Client.
- G. Direct Expense Allowance – Architect shall invoice against the Direct Expense Allowance based on using 25% of the allowance during design and 75% of the allowance during bidding and construction mostly for printing, meals, and travel (mileage) expenses.

## COMPENSATION

Compensation for Basic and Special Services as described herein is proposed to be a Lump Sum fee of **\$2,322,000** as described below, invoiced on percent complete each month:

### SERVICE CENTER

1. BASIC SERVICES (Service Center)	
A. Programming / Master plan	\$ 37,000
B. Schematic Design	\$ 157,000
C. Design Development	\$ 203,000
D. Construction Documents	\$ 255,000
E. Bidding	\$ 32,000
F. Construction Contract Admin	\$ 260,000
Total Basic Service (Service Center)	\$ 944,000
2. SUPPLEMENTAL SERVICES (Service Center)	
A. Civil Engineering	\$ 50,000
B. Landscape Architecture	\$ 20,000
C. Equipment Coordination	\$ 35,000
D. Interior Design	\$ 15,000
E. Estimator (Schematic Design only)	\$ 10,000
F. TDLR Review / Inspection	\$ 4,000
G. Direct Expense Allowance	\$ 22,000
Total Supplemental Services	\$ 156,000

**SERVICE CENTER total lump sum fee is proposed to be \$1,100,000.**

### ANIMAL SHELTER

1. BASIC SERVICES (Animal Shelter)	
A. Programming / Master plan	\$ 53,000
B. Schematic Design	\$ 165,000
C. Design Development	\$ 235,000
D. Construction Documents	\$ 280,000
E. Bidding	\$ 36,000
F. Construction Contract Admin	\$ 275,000
Total Basic Service (Animal Shelter)	\$ 1,044,000

2. SUPPLEMENTAL SERVICES (Animal Shelter)

A.	Civil Engineering	\$ 50,000
B.	Landscape Architecture	\$ 20,000
C.	Equipment Coordination	\$ 35,000
D.	Interior Design	\$ 35,000
E.	Estimator (Schematic Design only)	\$ 10,000
F.	TDLR Review / Inspection	\$ 4,000
G.	Direct Expense Allowance	\$ 24,000

Total Supplemental Services (Animal Shelter) \$ 178,000

**ANIMAL SHELTER total lump sum fee is proposed to be \$1,222,000.**

3. The following 2023 hourly rate schedule will be utilized for additional services if such services are requested by The City. Rates are subject to change each calendar year.

Principal	\$ 215.00
Project Manager	\$ 185.00
Project Architect	\$ 160.00
Architect	\$ 140.00
Intern Architect/Designer	\$ 130.00
Technical Staff	\$ 120.00
Project Clerical	\$ 80.00
Administration	\$ 80.00
Project Designer	\$ 150.00
Student Intern	\$ 60.00

4. Additional Services (Optional) – If there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. This may include may include, but not be limited to, FFE selection and procurement, additional renderings or videos, extensive site plan submittals if required by the City, detailed in-depth cost projections beyond architectural summaries, fees paid for approvals of authorities having jurisdiction, detailed audio / visual, access control or security design beyond the City provided standards, Cabling, IT or other low voltage design, Storm Shelter design, Special Inspections during construction, Fast track design or multiple construction packages, Commissioning, LEED Compliance, revisions to previously approved work, off-site utility design or other off-site work, Franchise utility work, Geotechnical, platting, or site surveys, Traffic Impact analysis, or TIA's Left turn lane or deceleration lanes, subsurface utility locations as part of surveying, LOMR and CLOMR studies, water quality analysis, easement abandonments, environmental or wetland studies, coordination or permitting with USACE, TCEQ, or other

local agencies outside of the normal municipal process, LOMAR-F, or Tree survey, Additional Services work shall not be completed unless and until approved by the City

### **SCHEDULE**

See Attachment “A” for our proposed schedule which may be affected or extended, based on the actual Notice to Proceed, scheduling of various meetings and response times, changes in Design after approval, delays in returning review comments or delays in the City scheduling interim review meetings within each phase.

### **CITY RESPONSIBILITIES**

City shall provide copies of any pertinent information, which affects the property including, but not limited to, a recent title commitment for each site, information on hazardous materials, asbestos survey of building to be demolished, flood information, Zoning and Development Ordinances, etc.

### **ADDITIONAL INFORMATION**

1. Quorum Architects, Inc. will provide the City with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.
2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
3. In performing Architectural Services, the Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The City agrees not to seek any costs from the design team for changes or additions during construction unless contingency funds are exhausted by non-City initiated changes.
4. The Architect has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs that may be provided are based on the information known to Architect at the current time and represent only the Architect's judgment as a design professional familiar with the construction industry. The Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

5. Texas law requires registrants to provide all clients with the following written statement: "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a".

Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.

Sincerely,  
Quorum Architects, Inc.



David G. Duman, AIA  
Texas registration #14305  
Quorum Architects, Inc



#	Notes	Name	Duration	Start	Finish	Complete	Objective
1		<b>Mansfield Animal Shelter and Service Center 22251 (PRELIMINARY)</b>	<b>864 d</b>	<b>4/3/2023</b>	<b>7/23/2026</b>	<b>0 %</b>	
2		Programming / Master Plan (5 weeks) Assume 4/1 start	25 d	4/3/2023	5/5/2023	0 %	
3		Survey (5 weeks??) from City - placeholder date	20 d	4/17/2023	5/12/2023	0 %	
4		Possible DRC / PDC meeting to discuss Concept site plan???	6 d	5/8/2023	5/15/2023	0 %	
5		<b>Schematic Design 12 weeks</b>	<b>61 d</b>	<b>5/8/2023</b>	<b>7/31/2023</b>	<b>0 %</b>	
6		Achitectural design, materials, outline specs, cost	61 d	5/8/2023	7/31/2023	0 %	
7		Concept designs	15 d	5/8/2023	5/26/2023	0 %	
8		Geotech investigation report (from City - placeholder date)	41 d	5/8/2023	7/3/2023	0 %	
9		From Concept to Schematic	46 d	5/29/2023	7/31/2023	0 %	
10		Structural design input / MEP input SDs	50 d	5/8/2023	7/14/2023	0 %	
11		CMAr selection ??? City Task & Schedule ???	45 d	5/8/2023	7/7/2023	0 %	
12		Survey and civil input for drainage and Development criteria	41 d	5/8/2023	7/3/2023	0 %	
13		Owner & CMAR Review and comment (3weeks)	16 d	8/1/2023	8/22/2023	0 %	
14		Design Development with DRC 16 weeks	81 d	8/23/2023	12/13/2023	0 %	
15		Owner and CMAR review (2 weeks)	11 d	12/14/2023	12/28/2023	0 %	
16		95% Construction Documents (16 weeks - target 11 weeks)	86 d	12/29/2023	4/26/2024	0 %	
17		Permit review / corrections / CMAR GMP	25 d	4/29/2024	5/31/2024	0 %	
18		Owner CMAR Review and comment (2 weeks)	10 d	6/3/2024	6/14/2024	0 %	
19		100%Final Docs (3 weeks)	16 d	6/17/2024	7/8/2024	0 %	
20		CMAR bid and review sub pricing	23 d	7/9/2024	8/8/2024	0 %	
21		Construction Contract Admin (Actual time TBD)	510 d	8/9/2024	7/23/2026	0 %	