

ARCHITECTURE INTERIOR DESIGN

401 North Houston Street Dallas, TX 75202 TEL 214 748 2000 W W W . C O R G A N . C O M 10 March 2015 *Revised 04.28.15* 

Sheri Moino Facilities Manager City of Coppell 265 Parkway Boulevard Coppell, TX 75019

Re: City of Coppell - Animal Shelter Renovation

Dear Sheri,

We are pleased at the opportunity to provide a proposal to the City of Coppell for design services for the Animal Shelter. We are excited to continue working with the City again.

We have based the scope of work and fee on the scope presented and discussed on Tuesday, February 10<sup>th</sup>, 2015 and the input provided by the Animal Shelter staff and tour. This proposal includes the scope of full services, recommended durations for each phase, and our proposed compensation. We have included fees for basic electrical engineering and structural engineering as well as architectural design for exterior additions.

# SCOPE OF SERVICES

This scope covers the architectural addition to the exterior lobby to provide additional space for offices and conference space. Additionally, interior modifications to an office area are required to provide a shower and locker room for staff, as well as modifications to a breakroom. In order to complete the project, the following services are required: field verification, space planning, design development, construction documents, consultant coordination, and construction administration.

We propose to use Telios as our MEP Consultant, AG&E as our structural engineer, PachecoKoch as the Civil Engineer and WJE as our waterproofing consultant.

**SCOPE OF WORK – INTERIOR DESIGN & ARCHITECTURE BASIC SERVICES** The scope of work includes the following:

## Field Verification (1 week)

Conduct on site field verification of premises to verify location of existing walls, lighting, and electrical/data outlets. Corgan will update the CAD backgrounds for use in demolition plans. MEP consultant will provide a survey as well. This proposal assumes accurate CAD Files are available and extensive measuring and CAD input is not required. Field verification will be limited to the areas within our scope.

# Space Planning/Schematic Design (2 weeks)

- Provide space planning and finishes for areas listed below:
  - Restrooms and lockers
    - Lobby and reception desk design
    - Offices and conference spaces
    - Breakroom
- Space plan options including furniture layouts will be provided along with a meeting to review.
- Finish palettes will be presented in loose format for review and shall coordinate with the existing palette. A new palette design is not believed to be needed.
- Wall design and exterior glazing for the new addition will be considered.

## **Design Development (3 weeks)**

- Provide elevations, ceiling plans, etc., required for the design (millwork, specialty walls, exterior elevations, etc.).
- Provide new floor plan.
- Provide wall sections for new addition.

# **Construction Documents (6 weeks)**

- Provide documents suitable for bidding and construction.
  - Documents shall contain all information required by a general contractor for construction as well as permitting.
  - Provide specifications either on drawing sheets or in a project manual.
- Coordinate the design and documentation with the consultants noted.
- Two (2) construction documents review meeting for review and approval prior to issue. Only very minor revisions and updates to the CD's are included in this proposal (excludes plan changes).
- Provide signed and sealed drawings for permitting and issue for TAS review with TDLR (billed as a reimbursable expense).

## Bidding (excluded)

• Bidding services are not required.

## **Construction Administration (2-3 months)**

- We have assumed a 12-14 week construction schedule.
- Corgan shall support the G.C.'s procurement of necessary building permits by providing the required construction documents.
- Corgan shall attend weekly onsite construction meetings/site walk-throughs. Site visits would be performed to verify the general conformance of construction with the construction documents.
- We shall also provide necessary CA documentation including field memos, RFI's, PCR's, supplemental drawings, observation reports, etc.
- Owner requested changes requiring revised drawings shall be considered an additional service and submitted hourly or by separate proposal as needed.
- Submittals will be reviewed once for all submittals except for paint, millwork & door hardware which we have allotted two reviews. Punch list walks and documentation will be provided.

### MEP

- Mechanical:
- New mechanical split system for added offices and locker/shower.
- Verification of building pressure with added locker/shower space.
- Exhaust systems for new locker/showers and adoption room.
- Electrical:
  - Review of existing electrical distribution
- New lighting coordination within expanded areas. (match existing assumed) **Plumbing:**
- New hot water heating system for new locker/showers
- Survey of existing plumbing systems for most cost effective saw cutting for new locker/showers.

### Excludes:

- Site lighting
- Building fire protection specifications
- Any modifications to the animal shelter spaces as this would cause significant additional MEP review.

### CIVIL

- Provide a revised site plan to address parking, grading, site paving, and other modifications as required by the City for permit.
- Provide partial Topographical services as required to complete revised site plan.
- Review site elements for compliance with accessibility requirements (ADA, TAS)

### WATERPROOFING

- Provide Evaluation of existing conditions (including 1 site visit).
- Make Recommendations for products and systems
- Preparation of detail drawings for incorporation into construction documents
- Review of applicable submittals (estimated 4-6)
- Perform one site observation visit during construction.
- Provide one site visit for punch of installed systems.

### SCHEDULE

We understand the schedule for will provide for occupancy in 2015. Corgan will work with the City of Coppell to provide drawings for Board approval as necessary.

### COMPENSATION

We propose to be compensated on a lump sum basis for basic services as follows:

Basic Design Services	
Field Verification	\$2,500
Space Planning/Schematic Design	\$6,500
Design Development	\$6,550
Construction Documents	\$11,750
Construction Administration	\$8,000
Subtotal Fee	\$35,300

# Consultants Fee

Total Project Fee	\$68,350
Total Consultant Fee	\$33,050
Waterproofing	\$14,250
Civil (PachecoKoch)	\$7,500
Structural (AG&E)	\$4,500
MEP (Telios)	\$6,800

### **Project Reimbursable Expenses**

Reimbursable expenses such as printing, postage, expressage, reprographic services, mileage, TAS submission, etc. are in addition to our base fee and will be billed to you directly at 1.10 times cost. We estimate this to be approximately \$4,000.

### **Compensation for Additional Services**

Compensation for Additional Services would be on an hourly basis. Hourly rates can be found in the attached Terms and Conditions.

### ADDITIONAL SERVICES (EXCLUDED)

The following is a list of the additional services which may be required and may be invoiced via lump sum or hourly rate:

- 1. Furniture Services
- 2. Move management, planning and/or relocation plan for existing furniture.
- 3. Design, specification or documentation necessary to pursue a LEED rating.
- 4. Extension of time beyond time frame noted under schedule.
- 5. Assistance in the preparation of an art program or selection loose accessories.
- 6. Revisions to Contract Documents for the purposes of value engineering.
- 7. Preparation of Contract Documents for extensive alternate pricing.
- 8. Signage and Graphic Design.
- 9. Coordination of consultants not listed (IT, AV, etc.) consultant or vendor is excluded.
- 10. Acoustical Consultation.
- 11. Modification to base building areas outside spaces referenced.
- 12. 3D renderings/visualization of any kind.
- 13. Any other services that may be authorized by the client.

Sheri, we trust this proposal meets the expectations of the City of Coppell, but please feel free to contact us if we have misunderstood the scope requested. If this proposal is acceptable to you, please sign and return a copy to us for our records. If you have any questions or comments, please do not hesitate to call.

Sincerely,

Dawn Chisholm Meinhardt Principal Corgan Prepared by: Paige Murphy Vice President

Accepted

City of Coppell

Date

Cc: Diana Cruz

### TERMS AND CONDITIONS OF PROFESSIONAL SERVICES - CORGAN ASSOCIATES, INC.

#### May 2014 Compensation

Our current standard hourly rates when applicable to your proposal are:

Managing Principal		\$275.00
Principal		\$230.00
Design Director		\$230.00
Associate Principal		\$215.00
Vice President		\$195.00
Senior Associate	\$120.00	\$195.00
Associate	\$95.00	\$195.00
Project Manager	\$130.00	\$205.00
Project Architect	\$105.00	\$150.00
Project Architectural Staff	\$95.00	\$145.00
Architect	\$90.00	\$125.00
Architectural Staff	\$85.00	\$125.00
Architectural Intern	\$75.00	\$105.00
Student Architectural Intern	\$50.00	\$70.00
ID Project Manager	\$110.00	\$160.00
Project Interior Designer	\$100.00	\$130.00
Project Interior Design Staff	\$70.00	\$110.00
Interior Designer	\$70.00	\$110.00
Interior Design Staff	\$70.00	\$110.00
Interior Design Intern	\$65.00	\$90.00
Student Interior Design	\$45.00	\$65.00
Specifications Writer	\$120.00	\$130.00
Computer Systems	\$70.00	\$150.00
Graphic Designer	\$80.00	\$95.00
Senior Designer	\$150.00	\$180.00
Designer	\$110.00	\$150.00
Specialist	\$75.00	\$95.00
Administrative Support	\$60.00	\$100.00
Executive Producer	\$180.00	\$205.00
Producer		\$105.00
Creative Director		\$150.00
Art Director	\$130.00	\$150.00
Computer Graphics Supervisor		\$160.00
Motion Graphics		\$135.00
Digital Artist	\$90.00	\$100.00
Shooter/Editor		\$100.00
Developer		\$70.00
Ingestor		\$70.00

#### Validity and Effect

Our proposal is valid for thirty days. Should you ask us to begin work before executing an agreement; you agree that the proposed terms are the contract in force between us, subject to amendment when our agreement is executed.

#### **Client Responsibilities**

You agree to provide complete physical information about the site and/or building and legal, accounting, insurance counseling and additional specialty consultant services as may be required. We shall be entitled to rely upon and shall have no responsibility to verify the accuracy and completeness of such services and information.

#### Statements

You will receive a statement every month for services performed during the previous month. Payment is due upon receipt. Interest will be payable after 60 days at the maximum rate allowed by law. We reserve the right to suspend work without breach of contract if your account is past due and to charge you for all costs incurred by us, including legal fees, if we take action to collect the account. All payments are to be made in US dollars.

#### **Project Expenses**

Project expenses such as, but not limited to, photocopies, reproduction, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that you request will be billed at our standard rates or at our actual expense times 1.10. You also agree to reimburse us at our cost for any sales tax which may be assessed for our professional services.

#### Change of Scope

Our fees are subject to equitable adjustment by negotiation or mediation if the agreed scope is changed.

#### **Construction Phase Services**

Any and all construction administration services will be furnished consistent with the terms and conditions of AIA Document B101, most current version, Article 3.6 Construction Phase Services.

TO THE EXTENT YOU DO NOT RETAIN US TO PERFORM CONSTRUCTION ADMINISTRATION SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO RELEASE CORGAN AND ITS SUBCONSULTANTS FROM ANY LIABILITY FOR CLAIMS OR DAMAGES ARISING DURING THE CONSTRUCTION PHASE OF THE PROJECT.

#### Additional Services

These are services beyond those agreed to, including among others, our revisions due to your adjustments in the project scope, quality, or budget. Additional Services will be billed at standard rates. We can also provide, at your authorization and cost, graphic and signage design, fine art consultation, and specialized computer-produced designs, presentations, imaging, etc.

#### **Dispute Resolution**

All claims and disputes relating to our services will first be addressed through nonbinding mediation prior to pursuit of formal claims or litigation. A mediator that is mutually acceptable to both parties will be selected.

#### Change Orders

We will review construction change orders for your approval, if these are among the services in our scope of work. Some reasonable extent of change orders resulting from field conditions and unanticipated causes are normal to and should be anticipated by contingency in your construction budget.

#### Use of Architect's Drawings

Our drawings and specifications are instruments of service solely with respect to this project. As author, we retain copyright, common law, and statutory rights. You may retain copies for reference, but you may not use these on other projects or to complete this project without our express written permission.

#### Termination and Suspension

The Agreement may be terminated by either of us upon 7 days written notice for either cause or convenience. In the event of termination or project suspension, you agree to pay us for services and project expenses then due. If you suspend the project for more than 3 months, we reserve the right to re-negotiate the balance of our fee to reflect current personnel and project restart costs. Should our services be terminated without cause, you agree to release us from all liability from the work we performed.

#### Asbestos and Hazardous Wastes

We do not perform services related to the identification, containment or removal of asbestos or hazardous waste, including pollutants, nor will we assume liability for any damages or costs related to these materials existing in buildings, property or construction products.

#### Insurance

We carry various forms of industry insurance including Workers' Compensation, Professional Liability and Standard General Liability Insurance. An insurance certificate is available upon request. To the extent damages are covered by property insurance, we agree to waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of insurance.

#### Successors and Assigns

You and we agree, respectively, to bind ourselves, our successors, and our assigns to the terms of the Agreement. Neither party may assign this agreement without the approval of the other. Notwithstanding, we may assign this agreement to a Corgan Associates, Inc. controlled entity or affiliate.

#### Standard of Care

In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the design profession practicing in this locality. Further, some changes and adjustments in the project will be required in order to correct errors or omissions in construction documents and should be anticipated in your construction budget contingency.

#### Limitation of Liability

The total aggregate liability of the Architect, including his subconsultants, will not be greater than two times (2X) the total amount of our fee for professional services for claims against the Architect related to the project and services rendered or failed to render including, but not limited to, professional errors or omissions within the normal standard of care, negligence, strict liability, breach of contract or warranty.

#### Waiver of Consequential Damages

To the fullest extent permitted by law, neither the Client, the Architect, or their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or any third party beneficiary claiming under the Agreement; or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.

#### Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects or interior designers in Texas. The Board may be contacted: P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: (512) 305-9000; or, www.tbae.stte.tx.us.

### END OF TERMS AND CONDITIONS