

February 21, 2015

Mr. Douglas Faseler  
City Manager  
City of Seguin  
210 E. Gonzales, 78155-5643  
Seguin, TX 78155-5643

RE: Seguin Animal Shelter  
Design and Construction Administration  
Quorum Number: 14027

Dear Mr. Faseler,

We are pleased to respond to your request for a fee proposal for Architectural Services for the Seguin Animal Shelter. We have summarized herein our understanding of the project scope and deliverables in an effort to clearly communicate expectations of each party. Upon approval of this proposal, the City and Architect agree to enter into a written agreement using the AIA B101 Form of Agreement as modified by the City of Seguin to include the terms generally as set forth below and enumerated in the Agreement.

#### ARCHITECT'S BASIC SERVICES

1. **Design Development** – Using the Concept Design Documents as a starting point, and working within the budget established by the City, and also incorporating changes based on early design meetings with the City and the Advisory Board, 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, 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 the Construction Document phase. The Architect shall advise the City of any adjustments to the established Project budget.
2. **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 in detail the requirements for the construction of the project. The Architect shall advise the City of any adjustments to the established project budget indicated by changes in requirements or general market conditions. The Architect shall assist the City in preparation of the necessary bidding information, bidding forms, and the Special Conditions of the Contract between the City and Contractor. It is anticipated that the City will utilize a competitive sealed proposal" process for bidding. The Architect will assist the City in development of a value rating system for evaluation of proposals.
3. **Bidding** – The Architect will assist the City in bidding, including facilitating a Pre-proposal meeting, development of addenda as necessary and answering contractor questions of clarifications on the Documents.

4. **Construction Administration** - The Architect shall provide administration of the Contract for Construction as set forth below, unless otherwise provided in this Agreement. 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 in their contract 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, that the Work is being performed in a manner that the Work 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 inform the City of known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. 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.

5. **Special Services** - The Architect shall assist the City in procuring the services of a registered civil engineer to include necessary site work as part of the construction documents, including grading, paving, and utility plans, as well as erosion control, hydrology and drainage calculations if required. Architect shall also assist the City in procuring the services of a Landscape Architect to provide landscape and irrigation drawings.

**COMPENSATION**

Compensation for Basic Services, and Special Services is proposed to be a lump sum fee, plus reimbursable costs for direct expenses such as printing, reproductions of documents and renderings, mileage, meals and other travel related expenses, which will be marked up 10%. Due to current established funding available at the time of the proposal, the fee is divided into two phases (Design and Construction) in order to allow Phase 1 services to begin upon approval. Phase 2 proposed fees assume that Phase 2 will commence within two months of Phase 1 completion. If Phase 2 does not begin within two months, the Architect shall revise, resubmit, and receive approval for a revised Phase 2 proposal. Construction Administration services includes a maximum of 18 site visits over an anticipated 9 month period. If additional site visits are required the fee will need to be revised or addressed under Additional Services.

<b>Phase 1</b>	
Task A: Design Development	\$73,000
Task B: Construction Documents	\$123,000
Task C: Civil Engineering / Landscape	\$26,500
<b>Total Phase 1</b>	<b>\$222,500</b>
Plus estimated Phase 1 reimbursable costs:	\$3,500
 <b>Phase 2</b>	
Task C: Bidding	\$10,000
Task D: Construction Administration	\$71,000
<b>Total Phase 2</b>	<b>\$81,000</b>
Plus estimated Phase 2 reimbursable costs:	\$8,000

1. 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, but not be limited to, renderings, videos, TDLR and accessibility submittals (we will assist the City in the process, however, we cannot sign or pay for the submittal as the City's agent), site plan submittals if required by the City and related meetings, Floodplain development coordination with agencies outside of the City of Seguin, additional insurance if required by the City, detailed cost projections beyond architectural summaries, fees paid for approvals of authorities having jurisdiction, bid alternates, LEED Compliance, revisions to previously approved work, FFE selection, and multiple designs for comparison. Basic Services does not include structural services to inspect all the structural as-built conditions necessary to provide the city with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service. Additional Services work shall not be undertaken until approved by the City.
2. Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.

#### **SCHEDULE**

Quorum Architects will endeavor to complete Design Development, and Construction Documents in approximately 24-28 weeks exclusive of review time by the City between each submittal.

#### **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 it's 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. If deemed necessary by the City, the City shall obtain a hazardous material evaluation, prior to beginning any demolition or construction on site.
3. The City is to procure and provide copies of any pertinent site information, which affects the design, including but not limited to a boundary survey, and geotechnical investigation since this is not part of the architect's services. Architect will assist the City in coordinating borings and anticipated design criteria with the City's Geotechnical consultant.
4. In performing Architectural Services, the Architect will to 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 more than 7% 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.
5. Architect will provide design and construction documents for architectural design elements and for coordination with mechanical, electrical, plumbing, and structural engineering.

6. 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".

Should you have any questions or additional concerns, please feel free to contact us at your convenience. Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.



Digitally signed by David Duman  
Date: 2015.02.21 11:21:09-06'00'

David G. Duman, AIA TX Registration #14305  
Quorum Architects, Inc.

Signature below will be accepted as our Notice to Proceed.

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City of Seguin

Date