

September 1, 2022

Lee Howell
Assistant City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

Dear Chief Lee,

Enclosed is a revised agreement for a needs assessment for a new animal services facility for the City of Saginaw. Please review the agreement and let us know if the city has any further questions.

We look forward to the opportunity!

Sincerely,



Heather E. Lewis, AIA

Principals:

Heather E. Lewis, AIA, NCARB
Vicki J. Pollard, AIA, NCARB, CVT
Sean M. McMurray, AIA, NCARB
Sarah E. Boman, AIA, NCARB
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September 1, 2022

**AGREEMENT to
Provide Design Services**

for:

City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

by:

Animal Arts Design Studios, Inc. (Animal Arts)
4520 Broadway, Suite E
Boulder, Colorado 80304

PROJECT SCALE, SCOPE, AND LOCATION

This Project involves a Needs Assessment and Preliminary Floor and Site Plan Drawings for new animal sheltering facilities for the City of Saginaw.

SCOPE OF WORK

Provide animal shelter design consultation services as summarized below in the table, and then described in greater detail on the following pages. Note: in the fee section of this Agreement, the services are divided into options with itemized costs so the city may decide which to authorize.

Needs Assessment

Animal Shelter Data Analysis
Preparation for On-Site Workshop
Tour Animal Shelter
Meet with Shelter Staff
On-Site Workshop with Small Group of City and Shelter Staff
Development of Recommended Program of Spaces Including Options
Ballpark Cost Estimating Based on Current Similar Projects
Review of Costs with Stakeholders in Digital Meeting
Meet with City Council in an In-Person Meeting
Provide One Community Engagement In-Person Meeting
Report Summarizing Needs, Analysis, and Costs, Including Cost Options

Preliminary Design Phase

Preliminary Site Plan (iterations included)

Preliminary Floor Plan (iterations included)

Update the Ballpark Cost Recommendations if/as Needed

1. **Data Gathering.** During this first step, we will gather data to assist in preparing for an on-site workshop. Information to be gathered includes:

- a. General goals for the Project.
- b. Animal intake and outcome data for the past five years.
- c. Wish lists for programs and facilities.
- d. Data from other animal welfare organizations in the region as available.
- e. Basic human demographic information for the target area.

2. **On-site Facility Review and Workshop**

Animal Arts will spend day one of this two-day visit reviewing the current building(s) and observing the shelter's operations, as well as talking with shelter staff. On the second day, Animal Arts will host an all-day interactive programming meeting with 10-15 of your primary decision makers. The goal of the workshop is to determine the vision and scope for a new animal shelter to serve the community. We will review the following information during the meeting.

- a. City of Saginaw current animal sheltering programs.
- b. Best practices for facility design and programs.
- c. Goals for future programs and facilities for the city, as well as priorities.
- d. Analysis of animal capacity requirements.
- e. Program of spaces for new facilities, providing some options depending on scope and funding for the facilities.
- f. During this visit, Animal Arts can conduct a community engagement public meeting. *This meeting is broken out separately in the fee section.*

3. **Workshop Follow Up**

Following the workshop, Animal Arts will review ballpark project costs and budget options on a video call with the City of Saginaw. After this review, along with finalizing the recommended program, we will return to Saginaw to meet with the City Council in a meeting to review the results of the study and gain further feedback for the report. *This in-person meeting with the City Council is broken out separately in the fee section.*

4. **Needs Assessment Report**

The issues and ideas discussed during the workshop, workshop follow up, and community engagement meeting will be translated into a Needs Assessment Report that addresses the Project scope and capacity for the shelter.

The report will include:

- a. A listing of space requirements by room and/or function.
- b. A preliminary budget with the options that were reviewed during the study.
- c. Analyses of demographics and animal capacity.
- d. Records of meetings.
- e. Recommendations for the facility and its programs.
- f. Analyses of site(s) for the new animal shelter, including a rough diagram of a shelter footprint on the site(s). Up to two sites can be analyzed within the fee.
- g. The report will be approximately 30-50 pages in length.

5. Preliminary Design

During the preliminary design phase, Animal Arts will produce site and floor plans for the animal shelter on the selected site. These will include detailed floor plan layouts, as these facilities need this type of design, even in a preliminary stage, to ensure they flow well, and accommodate all the program requirements. Three to four iterations of floor and site plans are included in this Agreement to develop a plan that the city believes works well. Final preliminary plans will be delivered as scaled PDF drawings and will be appropriate for use in funding allocation discussions. If the scope of the Project changes slightly during development of preliminary documents, the ballpark cost estimate will be updated. *Preliminary design is broken out separately in the fee section.*

6. Site Visits

Five “person days” on site from Animal Arts are included in the full scope of the work.

FEES

The fees for services described in this Agreement are listed below. The city may authorize us to proceed with all or only a portion of the work associated with these fees:

• Needs Assessment, Workshop, and Report	\$13,600
• Optional In-Public Stakeholder Meeting	\$1,000
• Optional In-Person City Council Meeting	\$2,800
• Optional Fundraising Drawings	\$25,000

The fee will be billed monthly based on the percentage of work complete for the authorized service.

REIMBURSABLE EXPENSES

In addition to the fees outlined above, the city will be responsible for reimbursable expenses, including airfare, lodging, car rental, mileage, reproduction costs, and shipping. Reimbursable expenses are billed at 1.15 times actual cost and will be invoiced monthly as they occur. A not to exceed **budget of \$7,000** has been established for these costs for the full scope of work in this Agreement.

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Civil engineering or landscape design.
- Architectural drawings including “as-built” and construction drawings.
- Mechanical, plumbing, electrical, or structural design or engineering.
- Planning submittals.
- Soil analysis or suitability.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials.
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

Please Authorize Animal Arts to proceed with one or more of the following services. More services may be authorized at a later date, up to one year after the date of this Agreement.

Needs Assessment, Workshop, and Report	\$13,600 _____
Optional In-Public Stakeholder Meeting	\$1,000 _____
Optional In-Person City Council Meeting	\$2,800 _____
Optional Fundraising Drawings	\$25,000 _____

We look forward to working with you.



Heather Lewis, for
Animal Arts Design Studios, Inc.

Date: September 1, 2022

Lee Howell, for
City of Saginaw

Date:

September 1, 2022
Additional Terms
City of Saginaw

1. The Owner shall be responsible for coordinating all proposed construction with applicable zoning and planning requirements.
2. Fees will be billed monthly, due, and payable within 30 days. Delinquent accounts will be assessed a carrying charge at 1.5 percent per month.
3. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.
4. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws, or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur.

Hourly rates are:

\$200/hour Principal II
\$180/hour Principal I
\$150/hour Project Manager II
\$ 125/hour Project Manager I
\$100/hour Job Captain
\$ 80/hour Drafting and production

5. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.
6. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.
7. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.
8. Animal Arts shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Animal Arts shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Animal Arts makes no warranties, either express or implied, with respect to services provided under this Agreement.

9. Animal Arts shall be deemed the authors and owners of their respective drawings and specifications and shall retain all common law, statutory and other reserved rights, including copyrights. Animal Arts grants to the Owner a nonexclusive license to use the drawings produced by this office for design, constructing, using, maintaining, altering, or adding to this Project solely, provided the Owner substantially performs its obligations under this Agreement. If the Owner uses the drawings produced by this office on another project, and/or without retaining Animal Arts, the Owner agrees to release this office from all claims and causes of action arising from such use. Additionally, the Owner agrees to indemnify and hold harmless Animal Arts from all costs and expenses, including defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining Animal Arts.