



May 9, 2019

Don Adams  
Jackson County Manager  
401 Grindstaff Cove Road, Suite A207  
Sylva, North Carolina 28779

**Re: Schematic Design Services for the Jackson County Animal Rescue Center and Other Improvements to the Green Energy Park**

Dear Don:

We are pleased to submit our proposal for Schematic Design for the new Animal Rescue Center in Dillsboro, North Carolina. Below you will find our understanding of the project background and the proposed scope of work.

### Part 1: Project Scope of Work

Jackson County intend to construct a new Animal Rescue Center. This document outlines the intended site, program, and general intentions of the project. The project is located on the site of the existing Green Energy Park at 100 Green Energy Park Rd., Dillsboro, North Carolina.

MPS will confirm the Animal Rescue Center building size relative to budget based on the initial study. We will the reuse of much of the existing steel structure of the performance space. In addition, the design team will provide design services for the Innovation Center that is approximately 13,000 square feet. This building is expected to be a metal building and largely open/flexible program space. The project will also involve master planning the new elements on the site for a thoughtful inclusion and connection to the Green Energy Park.

#### Proposed Schedule

Below is a draft schedule for design services. We will not proceed into the next phase without written approval from the Owner. The Owner may choose to revisit the schedule and revise for a more accurate timeline.

Phase	Duration
Site Testing*†	
Site Survey (topographical and boundary)	Unknown status
Geotech, Phase 1, hazmat as required	Assumed Complete
Programming*	4 weeks
Schematic Design	6 weeks
*Phases can occur concurrently. †Work is to contracted by owner and shown in schedule for coordination purposes only. The design team will proceed to Schematic Design once all surveys and site testing is complete and reports provided.	

## Part 2: Scope of Services

### Programming

- We will conduct a series of back to back programming meeting with all stakeholders including the County Manager, the Health Department, and other stakeholders as determined by owner to build consensus on overall project goals, priorities and program requirements.
- MPS will develop a final programming report including spaces and square footages as well as meeting minutes describing preferences and project goals.

### Schematic Design

- Upon approval of the Programming report and completion of owner contracted services (including surveys and site testing), MPS will prepare initial plan studies. At the end of Schematic Design, MPS will present design sketches for floor plans, exterior elevations of the Project, and interior look and feel imagery to the Owner for review and approval.
- These concept sketches will provide the Owner with the opportunity to verify that the Architect has correctly interpreted the Owner's desired vision for the Project and the functional relationships between various components as well as compliance with local planning regulations.
- Coordinate civil, structural, mechanical, electrical, and plumbing drawings to schematic level plans or narratives as necessary.
- Submit a set of design documents to Owner for review.

### Structural Analysis

- An existing steel frame exists on site and there is interest from the Owner in reusing this steel frame for the animal shelter. Observation and analysis of the existing steel frame and connection to the concrete slab will be done by a structural engineer. This will determine if the structure is viable for reuse.

### Summary of Anticipated Owner Meetings

Meeting	Attendees	Quantity
Programming, back to back meetings over 3 days	Architect, PME Engineer	3
Schematic Design Owner Review	Architect	1
Presentation to County (if requested)	Architect	2
<b>Design Phase Meeting Total</b>		<b>6</b>

\*All meetings are assumed to be in Jackson County, either at the Jackson County Building, or on-site in Dillsboro, North Carolina.

## Part 3: Additional Services

Additional Services will be provided on a time and expense basis per our 2019 rate schedule. We will not proceed with any additional services without approval.

### Exclusions

The items listed below are not included in our Scope of Services but may be provided for an additional pre-negotiated lump sum fee. Items not included in our Scope of Services:

- Survey
- Geotechnical
- Hazardous Materials
- Commissioning
- Acoustical Consulting
- Parking Consulting
- Traffic Study
- Special Inspections
- Construction Materials Testing
- Building Envelope Consulting
- Energy Modeling
- LEED or other Green Building Certification(s)
- Value Engineering beyond Schematic Design Phase
- Furniture Design or Selection
- Renderings beyond Revit/Enscape
- Animal Equipment Coordination
- Permit Fees for all local authorities having jurisdiction
- Any other items not specifically mentioned in the Scope of Services

## Part 4: Owner Responsibilities

The following services are to be contracted directly by the Owner with each contractor.

### Site Testing + Investigation

- A Topographical Survey. A third party under contract directly with the Owner will provide site boundary and topographical survey information for this Project.
- A Geotechnical Report. A third party under contract directly with the Owner will provide site analysis and soil reports for use by MPS and subconsultants in the design of the building and structure.
- Phase 1 Environmental Site Assessment.

## Part 5: Compensation

Schematic Design Services .....\$58,500.00\*  
Structural Analysis.....\$2,500.00

\*This amount will be applied as a credit to the project if the owner chooses to continue to future design phases and construction.

### Reimbursable Expenses

Reimbursable expenses will be provided on an expense basis and are not included in our proposed compensation. These include travel, printing, etc; and will be billed at 1.15 multiplier.

### Payment Terms

Invoices will be sent monthly for the percentage amount of the work completed. Terms: net 15 days. A service charge of 1.5% per month will be added to all unpaid invoices, 45 days past date of invoice.

## Part 6: Acceptance

If this proposal is acceptable to you, please sign the enclosed copy and return it to us for our files. Based on the owner preferred schedule, a signed proposal is considered a notice to proceed. We will then provide you with an AIA B101 Contract for review and execution. Thank you again for the opportunity to work with you.

Sincerely,

Lindsey Rhoden, AIA  
Senior Associate  
Asheville Office Director

cc: File  
Ron Smith, AIA  
Cary Perkins, AIA

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mr. Don Adams