

July 22, 2016

Mr. Steve Lutz
City Manager
The City of Powell Ohio
47 Hall Street
Powell, Ohio 43065

Re: Revised Proposal for architectural and engineering services for The Park at Seldom Seen Road, Phase 1,2 and 3.

Mr. Lutz,

Thank you for the opportunity to provide architectural and engineering services for a limited scope of the new proposed park and various buildings at Seldom Seen Road in Powell, Ohio. We look forward to being a part of your project team and to provide you with our experience with similar projects and further developing our initial master plan for the site. Per your request, we have included a summary of services and fees associated with the project.

Scope of Work:

Provide design, construction documents and construction administration services associated with the park project and the various buildings proposed and as indicated in the attached graphic. As depicted the scope of services for this portion of the project shall include phases 1,2 and 3. These phases are to include the northern portion of the site including wetlands improvements, site infrastructure, athletic fields, parking and the restroom and concessions building.

Our services shall include, architectural and park planning services, civil engineering, landscape architecture, mechanical, electrical and plumbing engineering in support of the master plan implementation phase of the this portion of the overall project. All services shall be provided with qualified design professionals licensed by the State of Ohio.

It is our understanding that certain consulting engineering services will be contracted outside of Meyers + Associates contract including but not limited to wetlands biology and sciences, Wetlands alterations services, environmental testing and abatement, soils analysis and load capacity studies, traffic engineering or analysis, detailed construction cost estimating, budgeting and administration of the construction contract. We will lead coordination of all parties involved in the project as it relates to our scope.

Our overall project team shall provide services for elements described above. We will coordinate our efforts with city officials as necessary throughout the project development process. Specific anticipated tasks for this process include development of the existing proposed design, construction documents suitable for permitting and contractor bidding, assistance during project bidding to general contractors and construction administration services.

It is anticipated that our project team will attend five (5) design progress meetings with city officials and Two (2) presentations to city council, these meetings are included in our base fee for services.

We have accounted for up to three (3) months of design and construction document services from acceptance of this proposal to building permit submittals including owner review time.

Our proposal includes our standard construction administration services as an isolated cost to be incurred only upon your approval of the project to proceed to construction. Our standard services include all necessary reviews of contractor requests for information and shop drawing reviews. We will lead coordination of our design team involved in the project as it relates to the construction documents, bidding support and construction administration. We are prepared to provide on-site reviews necessary for certifications of contractor payments and the required ADA compliance certificates. Our services include six (6) site visits during the progress of construction for quality reviews and final punch lists. We have planned on six (6) months of construction administration services from receipt of construction permits to full occupancy approval by city authorities.

Currently the project scope has not included LEED certification services and all LEED elements to our role are specifically excluded. Should the project require LEED administrated services we are pleased to offer a separate proposal for these additional services.

As part of our collaborative effort, we will work closely with you and your organization to achieve your anticipated schedule with an immediate start date. Upon acceptance of this initial proposal and with your participation, we will provide a detailed schedule of events for the project development, reviews, submittals and approvals.

Professional Services Fees:

Item	Cost
Architectural services	\$ 36,000
Landscape architecture	\$ 56,000
Site survey and Tree survey	\$ 12,500
Civil engineering	\$ 48,000
Mechanical, electrical, plumbing engineering	\$ 10,000
Total Not to exceed base fee: (not including construction administration)	\$162,500
<u>Upon approval, Construction administration not to exceed fee:</u>	<u>\$ 37,500</u>

We anticipate an allocation of reimbursable expenses that should be established at \$7,500. This allowance is to cover typical anticipated reimbursable expenses inclusive of shipping, delivery, travel, all printing, long distance telephone and FTP site management.

Any owner requested alterations or revisions that modify the current project will be billed as an additional service per the attached terms and conditions rate structure and under the same terms as the base contract.

Any additional required meetings, presentations or site visits will be considered owner requested and billed hourly. Please see the attached terms and conditions sheet for additional information. Following acceptance of this initial fee proposal we are prepared to enter into a formal contractual agreement (AIA B 101 or approved equal form of contract).

Thank you once again for the opportunity to participate on the proposed project. Please feel free to contact me to review and discuss any aspect of this proposal. I look forward to hearing from you.

With regards,



Christopher Meyers, AIA, LEED AP
Principal Architect

Signature of approval:

Client Representative (printed)

Client Representative (signature)

Date

Terms and Conditions

Project Title: **Seldom Seen Road Park Limited Scope for phases 1, 2 and 3**
Project Location: **Powell, Ohio**
Client Contact: **Mr. Steve Lutz**
City Manager
The City of Powell Ohio
47 Hall Street
Powell, Ohio 43065

This agreement contains the terms and conditions governing the attached proposal by Meyers + Associates Architecture, LLC and is governed by the laws of the State of Ohio.

Compensation Rates 2016

(All rates are per working hour)

Principal	\$225
Senior Associate	\$185
Project Architect	\$135
Interior Designer	\$135
Architectural/Interiors Staff	\$95
Administrative	\$65
Intern	\$50

Limitations of Liability

Neither Meyers + Associates Architecture, LLC nor its partners, employees, agents or consultants shall be jointly, severally, individually or otherwise liable to the client or anyone claiming by, through or under the client, in excess of the compensation paid pursuant to this agreement, by reason of any act or omission (including breach of contract or negligence) not amounting to a willful or intentional wrong.

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

Meyers + Associates Architecture, LLC reserves the right to cease all work production at such time that accounts remain unpaid for thirty (30) days after the invoice date. Meyers + Associates Architecture, LLC shall be compensated for all services performed prior to termination or work stoppage for reasons stated above plus reimbursable expenses.

Reimbursable expenses

In addition to compensation provided for professional services, Meyers + Associates Architecture, LLC shall receive reimbursement for expenses incurred on behalf of the client towards the completion of

the project. Expenses are to be billed at a multiple of 110% of the net cost incurred. Expenses shall include but are not limited to printing, binding, mounting of drawings, photo processing, plotting, long distance telephone calls, postage, shipping, delivery, travel related expenses and mileage. Meyers + Associates Architecture, LLC will bill \$0.58 per mile for automobile travel.

Meyers + Associates Architecture, LLC carries professional liability insurance for the services which are provided. Should additional coverage be required beyond the basic coverage offered this additional expense shall be considered a reimbursable expense. Certificates of professional liability insurances are available upon request.

All printing related to performance of services will be billed as reimbursable at the following rates:

Oversize Plotting:

Black and White Plot:	\$0.30 per square foot
Color Plot:	\$3.75 per square foot

Standard Printing and Copies:

Black and White Letter Size:	\$0.15 per sheet
Black and White Tabloid Size:	\$0.30 per sheet
Color Letter Size:	\$0.80 per sheet
Color Tabloid Size:	\$1.60 per sheet

Schedule Adjustments

Should the project be delayed beyond the original scheduled completion dates through no fault of Meyers + Associates Architecture, LLC, compensation will be adjusted to rates prevailing at the time the project is expensed plus any additional reimbursable expenses for all additional time spent on the project beyond the period scheduled

The terms and conditions as stated above shall be in effect from January 1, 2016 through December 31, 2016, or the duration of the proposed services for this project.

ADDITIONAL SERVICES / STANDARD HOURLY RATES

If the Scope of Work is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates above or outlined under a separate proposal.

RETAINER

The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by Meyers + Associates Architecture, LLC and applied against the final invoice.

TERMINATION OF SERVICES

If the Client fails to make payment to Meyers + Associates Architecture, LLC in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant

PAYMENT FOR SERVICES

Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Meyers + Associates has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES

Payment of any invoice by the Client to Meyers + Associates Architecture, LLC shall be taken to mean that the Client is satisfied with Meyers + Associates services provided to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE

If the Client objects to any portion of an invoice, the Client shall so notify Meyers + Associates Architecture, LLC in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST

If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at eight (8.0) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

OBSERVATION SERVICES

If the client elects not to utilize Meyers + Associates Architecture, LLC for construction observation services, there may be misinterpretations of the Meyers + Associates Architecture, LLC plans and specifications during construction, which may lead to errors and subsequent damages. In as much as the Client has elected to proceed with the Project without Meyers + Associates Architecture, LLC providing construction observation services. The Client agrees to indemnify and hold-harmless Meyers + Associates Architecture, LLC against any and all claims, damages, awards and cost of defense, which

may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

STANDARD OF CARE

In providing services under this Agreement, Meyers + Associates Architecture, LLC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All designs, reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by Meyers + Associates Architecture, LLC as instruments of services shall remain the property of Meyers + Associates Architecture, LLC. Meyers + Associates Architecture, LLC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST

In providing opinions of probable construction cost, the Client understands that Meyers + Associates Architecture, LLC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Meyers + Associates Architecture, LLC opinions of probable construction costs are made on the basis of Meyers + Associates Architecture, LLC professional judgment and experience. Meyers + Associates Architecture, LLC makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from Meyers + Associates Architecture, LLC opinion of probable construction cost.

DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Meyers + Associates Architecture, LLC, the Client agrees that all such electronic files are instruments of service of Meyers + Associates Architecture, LLC, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of Meyers + Associates Architecture, LLC. The Client further agrees to waive all claims against Meyers + Associates Architecture, LLC resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than Meyers + Associates Architecture, LLC.

SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Meyers + Associates Architecture, LLC shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION

The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Meyers + Associates Architecture, LLC pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Meyers + Associates Architecture, LLC.

VARIATION FROM THE DEFINED SCOPE OF SERVICES

Should the project scope of services fluctuate from the defined square footage, estimated budget, unit count or other defined parameter by an amount greater than five (5) percent of the amount stated, the architect reserves the right to gain due compensation for the same percentage as an increase to the base service fees as agreed to in this proposal.