



RESOLUTION 2024-35

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF POWELL, OHIO, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PIZZUTI SOLUTIONS LLC FOR PHASE I OF THE VILLAGE GREEN MASTER PLANNING PROJECT.

WHEREAS, the City of Powell seeks to redevelop the Village Green area, approximately 12 acres in downtown Powell, to serve as a catalyst for downtown revitalization, incorporating elements of placemaking, mixed-use development, and enhanced public spaces; and

WHEREAS, the City issued a Request for Qualifications (RFQ) on April 24, 2023, to solicit proposals for the master planning of the Village Green area, and after a thorough review process, Pizzuti Solutions LLC was selected as the most qualified firm; and

WHEREAS, Pizzuti Solutions LLC has submitted a phased and detailed fee proposal to guide the City through the master planning process, with Phase I focused on Project Investigation and Community Engagement over a ten-month duration; and

WHEREAS, Phase I will include key deliverables such as market analysis, community surveys, stakeholder engagement, existing conditions analysis, and a summary report that will provide the City with essential data and insights to inform the development process; and

WHEREAS, the City Council of the City of Powell recognizes the importance of commencing Phase I to set the foundation for the successful redevelopment of the Village Green area, consistent with the objectives outlined in the RFQ; and

WHEREAS, the total cost for Phase I, as proposed by Pizzuti Solutions LLC, is \$496,100, with the City retaining the flexibility to review and approve subsequent phases based on the successful completion of Phase I.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:

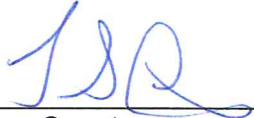
Section 1: The City Manager is hereby authorized and directed to enter into a Professional Services Agreement with Pizzuti Solutions LLC for Phase I of the Village Green Master Planning Project, as outlined in the attached professional services agreement, in an amount not to exceed \$496,100.

Section 2: The City Manager is further authorized to take all necessary actions to implement the terms of the Professional Services Agreement, including the initiation of Phase I activities such as market analysis, community engagement, and existing conditions assessments.

Section 3: The City Manager shall provide regular updates to the City Council on the progress of Phase I, including any significant findings, challenges, or proposed modifications to the scope of work.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 5: This Resolution shall be in full force and effect immediately upon adoption.



Tom Counts
Mayor

8/20/24

Date

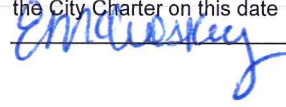


Elaine McCloskey
City Clerk

8/20/24

Date

EFFECTIVE DATE: August 20, 2024

This legislation has been posted in accordance with the City Charter on this date 8/21/24.


City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this ____ day of _____, 2024 ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Ohio Municipal Corporation, with offices located at located at 47 Hall Street, Powell, Ohio 43065 and Pizzuti Solutions ("Service Provider"), with a mailing address at 629 N High Street, Ste. 500, Columbus, OH 43215.

Recitals

WHEREAS, Powell desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A as Phase 1 (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Service Provider shall:

- A. Perform the Services as set forth in the attached Exhibit A as Phase 1, the Services generally being described and referred to as Master Planning services for Historic Downtown and Village Green ("Services").
- B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form.
- C. Give prompt notice to Powell should the Service Provider observe or otherwise become aware of any fault or deficit in the project or task, or any nonconformance with the Agreement or the Services.
- D. Remit to Powell after the termination of this Agreement, all files and documents pertaining to the Services that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Powell. Powell shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services.
- B. Use its best efforts to secure release of other data applicable to the Services required of the Service Provider which may be held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Powell observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the Effective Date (as defined above) and shall terminate 10 months from the Effective Date unless terminated earlier. Powell may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Powell prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated for its Services consistent with the not-to-exceed amount identified in Exhibit A for each phase of the Services. The total compensation for the Services shall not exceed \$496,100.00 plus a not to exceed amount of \$15,000 for reimbursement for direct expenses, without further approval.
- B. The Service Provider shall invoice Powell monthly for services rendered through the previous month consistent with the "Fee Considerations" section of Exhibit A, and Powell agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a description of work performed, as well as an itemization of all reimbursable expenses, which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Powell. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Powell of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for

employee fringe benefits such as vacation or sick leave; does not appear on Powell's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Powell personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to the extent, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Powell, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Powell, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at its own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and

any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

- C. The Service Provider shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Powell shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Powell prior to the start of work on the project and before Powell is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Powell is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Powell with appropriate documentation (Form I-9) for any Service Provider employee performing services for Powell.
- B. The Service Provider agrees to indemnify Powell in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes:
_____.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Powell represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Powell, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Powell for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio. If there is any conflict between the body of this Agreement and any term, condition, or item in the attached Exhibit A, the term in the body of this Agreement shall control.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Powell and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this

Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF POWELL, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF POWELL, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2024.

CITY OF POWELL, OHIO

BY: _____ Date _____
Andrew White, City Manager

PIZZUTI SOLUTIONS

BY: _____ Date _____

Approved as to Form:

BY: _____ Date _____
Yazan S. Ashrawi, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above, has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free from obligation or certification now outstanding.

BY: _____
Rosa Ocheltree, Director of Finance

Date: _____

EXHIBIT A

Scope of Services

0128851.0788746 4856-3956-4755v2

City of Powell Scope and Fee Proposal (revised) Master Planning Services Phase I Historic Downtown and Village Green

Pizzuti Solutions LLC (“Consultant”) is pleased to provide this fee proposal to the City of Powell to provide Phase I services for the master planning of the historic downtown and the Village Green property. Our proposed scope of work includes detailed analysis, data collection and public engagement in response to the City’s request for proposals issued in April of 2023. We understand the expectations of the City and other stakeholders associated with key planning and capital projects and with that in mind, we have focused on specific project needs and have allocated our team’s time to meet our approach to meet the City’s needs.

This revised scope and fee proposal follows our team’s current understanding of the project. We are ready, however, to discuss our approach, our scope and how we allocated hours and fees for the project to ensure we are in full alignment with the City. The following outlines our assumptions, our Phase I approach, and the associated fee to deliver the work we have included:

Assumptions. For this proposal's purposes, we are proposing a phased approach to completing the project. We are assuming an approximate ten (10)-month duration for Phase I, a twelve (12)-month duration for Phase II, and a ten (10) month duration for Phase III or approximately 32 months following receiving our notice to proceed. These phases will address all services included in the attached scope of work including conceptual site design, project cost estimates, and proforma development. However, this proposal will just be discussing our approach to Phase I.

Other assumptions include the following:

- The City of Powell will contract directly with Pizzuti Solutions who will hold all sub-contracts and pay each of the firms based upon receipt of payment from the City and based on their individual service agreements and the satisfactory completion of contracted work.
- The assigned hours should be considered only for establishment of the fee. All hours required to complete each phase (and the project in total) will be provided as necessary to ensure the completion of all services outlined in and attached to a definitive contract at **NO ADDITIONAL COST** to the City. This includes any shifting of time needed to implement the project as desired and agreed to with the City.
- The proposed fee **does not** include – nor contemplate - the completion of property surveys, soil boring and testing, phase I investigations, wetlands delineation, and other related investigative services and will not be completed unless otherwise requested and approved by the City. If these services are requested or desired by the City, they could be completed using a portion of the Owner Directed Allowance with prior approval by the City.

- The agreed-upon fee will be divided by the phased duration to establish a consistent monthly payment schedule.

Project Summary

The proposed scopes will provide the team with extensive research and understanding of a variety of the project areas to inform and guide the completion of a masterplan. These areas include details of the local market, a transportation and utility analysis, needs and improvements to the project area, and potential improvements necessary to advance new development in the project area. This information will facilitate a vision for the area and how the City's objectives and goals for the project are addressed.

General Proposed Scope

The following scope will be led and completed by Pizzuti Solutions at various points and throughout the project's phases. Pizzuti Solutions will also serve as the City's main point of contact throughout each phase of work and for the entire project

Overall Project Management, Strategy and Coordination

- Assist and advise Owner in negotiating and reviewing all contracts relating to the project.
- Meet with project consultants, governmental authorities and service organizations as needed during the project's preliminary planning. Arrange and chair regular coordination meetings.
- Work to ensure the project team and all consultants deliver plans and specifications in accordance with approved schedule and project scope.
- Review and assist in the development of plans and specifications prepared by project consultants.
- Recommend approval, disapproval or modification of all or any part of the plans and specifications based on a review for general completeness and conformance with the project requirements' intent.
- Prepare and review with Owner a preliminary budget of all costs to be included in the project budget as well as all other costs anticipated to be incurred in the development of the project that are not part of the project budget.
- Advise and assist in determining, developing, and evaluating Owner's goals for the project, its schedule, cost, and scope.
- Develop project schedule for Owner approval, coordinate activities of owner and project consultants.
- Provide up to three presentations to outside groups and organizations as requested by the City.

Public Engagement

- The Consultant will prepare and review with the City a public engagement plan to identify interest, opportunities, desires, and challenges of the general public to help review, confirm, modify, and identify program elements of the Project.

- Develop and implement (with approval by the City) an online survey of the general public utilizing a platform such as Survey Sparrow, QuestionPro or SurveyMonkey to solicit general input on planned or suggested uses and desires. The team will develop an engagement plan to generate interest and responses to the survey.
- Organize and facilitate a series of meetings, interviews and discussions with stakeholders including but not limited to area businesses, impacted political jurisdictions (i.e., Liberty Township, Delaware County, Olentangy Schools, etc.) area homeowner's associations (HOAs), local Chamber of Commerce, local developers and downtown property owners and other similar groups.
- Working with our team we anticipate a minimum of three in person community engagement meetings to gather data and provide opportunities for idea sharing, community desires, understanding concerns, etc. We anticipate the first meeting will focus on the data collection element and the gathering of information, and the second meeting focusing on a public review of programming studies, a review and discussion of any changes and/or incorporation of data from surveys and other follow-up from meeting #1. We may also include a general level of design expectations and/or provide inspirational images for moving forward. The third proposed meeting would be more focused on sharing recommendations and potentially showing conceptual site plans based on elements and criteria completed in the project visioning phase of the project.

Financial Planning and Analysis

- Refine economic analysis to reflect added information discovered through the project planning process for Owner review and approval.
- Review completed market study and incorporated uses that mirror the economic opportunity outlined in the data and which is consistent with the input from the public engagement and client goals and objectives. Develop potential economic development scenarios and incentive opportunities for local businesses.
- Create and draft financial models and financing options for future development opportunities.

Facilities Needs Assessment

- Conduct site visits of current municipal facilities with staff.
- Meet with City staff to identify operational limitations for current facilities and requirements for future facilities.
- Assess current space utilization and future needs, while identifying staff and operational limitations of current municipal facilities.
- Develop a detailed program of requirements for municipal facilities, considering site options for any necessary relocations, and an implementation plan identifying any phasing and prioritization of critical needs.

The following additional general services for each of the Consultant's team efforts for the project are included in the individual scopes of work that are attached and will be completed at various points by each firm throughout the project phases and as included in this fee proposal:

Market and Economic Forecasting - Urban Decision Group (UDG)

- Provide extensive research into the local market and economy as well as identifying both viable and acceptable building types and uses.
- Supply and demand analysis of businesses in the City of Powell.
- Identification of immediate market opportunities and future possibilities.

Traffic and Infrastructure Analysis - OHM Advisors

- Existing conditions survey in the proposed improvement area.
- Comprehensive traffic impact study to determine maximum density of development.
- Conduct comprehensive infrastructure assessments for City of Powell facilities.
- Identify useful life expectancy of building components for City of Powell facilities.
- Collaboration with ODOT (Ohio Department of Transportation), City of Powell, and Delaware County if necessary.
- Multi-modal analysis, roadway network and streetscape improvement assessment.
- Sanitary sewer infrastructure model and assessment.
- Stormwater management assessment.
- Water infrastructure model and assessment.
- Electric, gas, and telecommunications infrastructure assessment.

Land Planning and Visioning - REALM Collaborative

- Analysis of existing conditions and review of existing area plans, studies, and guidelines.
- Conduct area visioning sessions and public area programming.
- Public area design strategies.
- Various client, stakeholder, and community engagement sessions.

Phased Approach

As previously requested by the City, the project will be conducted in a phased approach. Phase I will be used to engage residents and business owners while creating qualitative data to be used in the second and third phase. Additionally, a facility assessment and master plan will commence to identify and understand current and future utilization and space requirements of the City and to understand the strategic positioning and cost implications of future facility requirements.

For purposes of clarity, we propose the following description of Phase I:

Phase I – Project Investigation and Community Engagement

The following identifies the key tasks and deliverables and anticipated duration for this phase of work:

Phase I: Ten-month duration (assuming October 2024 start).

- Work with City staff to establish goals and objectives for the project and identify key stakeholder groups.
- Prepare and Complete Market analysis. We anticipate a series of summary documents as individual tasks are completed (i.e., survey, assessment and analysis of currently

building occupancies, supply/demand analysis of current mix of surveyed businesses, updates to 2018 housing study, etc.). At the conclusion of the work a final collection and executive summary will be provided.

- Develop, establish, and activate the electronic community survey.
- Research and assembly of a summary of available and/or vacant building(s) and land inventory for the project area.
- Begin smaller stakeholder meetings and outreach. The number of stakeholder groups to be established under the goals and objectives task.
- Existing Condition analysis to include general summary of the district, density, identity and character understanding, street character, comparable case studies and review of existing studies. At the conclusion of this task the team will prepare a summary of Key Findings that will help codify both opportunities and constraints to be further studied.
- Advancement of the Facilities Condition and Needs Assessment to evaluate infrastructure and deficiencies, and future space requirements within City buildings.
- Assist the City with strategic direction of historic positioning for the downtown (and other appropriate areas).
- Outline and initiate existing conditions report, traffic updates and other infrastructure requirements and impacts. Completion of this task may move into Phase II.
- Provide staff augmentation services for COHatch development as needed.
- At the conclusion of Phase I efforts, a summary document will be prepared that provides copies of all completed tasks as well as an Executive Summary of the phased work and outline of next steps and proposed changes to the scope of work anticipated for Phase II.

Fee Considerations

Based on these assumptions and our desire to provide a competitive fee to the City of Powell, we propose the following fee structure:

Pizzuti Solutions LLC proposes a flat fee for Phase I:

- Phase I- of four hundred and ninety-six thousand and one hundred dollars (\$ 496,100.00) paid monthly over an assumed ten (10) month schedule. Based on the proposed budget such monthly payment would be approximately \$46,610.00 per month.
- This fee includes services by the full consulting team for Phase I scope. A detailed breakdown of fees by each consulting firm is not available at this time.

The fee demonstrates a blended per-hour rate of Pizzuti associates for the project of approximately **\$150.00** per hour.

- The proposed fee includes all work required to meet the desired scope of services included herein and any additional staff and/or required hours necessary to complete the proposed project are INCLUDED. There will be no additional charges levied to the City for items such as project change orders, etc. unless there is a material change in the project program, area of study or other additional meetings or services requested by the Owner. approved scope after a final budget has been established. Items considered material changes in the project would include the City adding addition sites for evaluation, to perform tasks of work unrelated to the proposed project, to advancing

the design or development of any public facilities, or any other unrelated efforts outlined in the April 2023 solicitation.

- We would request that the City includes additional funds available for reimbursements for the direct expenses of the team in an amount capped at \$15,000 for Phase I services or **\$50,000** for all phases unless otherwise approved by the City. These funds are to be used for typical expenses such as travel, additional reproduction and production costs, and other similar expenditures. Such expenses will be submitted along with receipts and descriptions of the expense.
- We would also recommend the City include an Owner's Directed Allowance in the amount of 10% of the Phase I contract amount (\$49,610) that will be available to the Owner to cover additional requested services made and directed by the City for items that may be discovered through the process. The Owner's Allowance are funds controlled by the owner to cover additional services that they may request of the team. They are not considered a part of the fee structure for the agreed upon work but rather to allow the City Manager to request additional services, to cover unreimbursed expenses, to cover services by other consultants that the City would like to be managed and administrated through the Pizzuti Companies. Examples could include items such as investigative studies (such as geotechnical or environmental studies), boundary surveys, historical reviews, etc.

