

May 21, 2015

City of Gahanna
Department of Public Service
200 S. Hamilton Road
Gahanna, Ohio 43230



Attention: Matthew Holdren, Deputy Director
Reference: Proposal for Preparation of Architectural/Engineering Services
Gahanna Police Department
460 Rocky Fort Blvd.
Gahanna, Ohio 43230

Dear Matt:

M+A Architects is pleased to submit for your consideration our proposal to provide architectural services for the above referenced project.

Based upon on walk through and meeting earlier this month at the police department, and documents that you had later forwarded to us, we understand that the city is prepared to make several improvements to the existing police department building, including interior alterations, new finishes, lighting, and addressing HVAC systems that have not been working effectively within the building. With that understanding, the following proposal has been prepared for the Architectural Services for the building.

Scope of Alterations and Improvements to the Gahanna Police Building

- ☐ Detective Bureau Area
 - Removal and replacement of exterior windows
 - Removal of existing suspended ceiling to expose structural ceiling and to gain ceiling height within this area
 - Removal of existing lighting and installation of LED new fixtures
 - Reconfigure interior doors and partitions for more optimum arrangement.
 - Provide enhanced mechanical system in ceiling area above
 - Coordinate with IT to reroute networking and data system for smart board integration, Cat-6 cabling, cleaning up of network abandoned wiring
 - Coordinate with Patterson and Pope to ensure color and materials coordination between architectural finishes and new furnishings
- ☐ Second Floor - Floor Finishes and Upgrades
 - Provide new floor finishes throughout the 2nd floor
 - Replace old cabinetry in alcove of Chief's Office
 - Review and address insect infestation issues occurring within Chief's Office
 - Review and coordinate with any available energy rebate programs that may be applicable to the project
- ☐ Additional Scope Items for Consideration
 - Radio Room – Address heat buildup and ventilation of room
 - Server Room – Address heat generation in room, limitation of cooling capacity in the winter
 - Property Room- Address high humidity and lack of ventilation in this room

- 2nd Floor Conference Room – Address inadequacy of the HVAC heating and cooling within this room
- Humidity-General issue when temperatures are moderate and the system becomes inactive. Review of automatic temperature controls systems

Architectural / Engineering Services

Based on the defined definition of scope above, we propose to provide the following scope of work.

BASE BID WORK

1. Design Development Stage – Develop floor plans, room finish schedules, Provide field measuring, coordination, color and material boards.
Provide Design Development Cost Estimate.
2. Construction Documents (drawings and specifications) Phase. Provide for the purpose of bidding work and to secure a building permit for the detective bureau alterations, floor finishes, cabinetry rework, new window detailing and specifications, investigation of infiltration, new ceiling finishes, coordination with consultants and other trades.
Provide Construction Document Phase Cost Estimate.
3. Bidding Phase – Issue documents for bidding. Submit for building permits, answer questions during bidding phase, issue Addendum, attend bidding conference and assist the Owner in receipt of bids.
4. Construction Administration Phase- Provide periodic inspection during the bidding phase to verify that work is being conducted in compliance with the construction documents. Review shop drawings and answer contractor questions during bidding.

Total Fees for This Base Bid Work:

M+A Architects:	\$19,500.00
O'Reilly Engineering Group:	\$ 4,500.00
Total Fee Base Bid Services:	\$24,000.00

ALTERNATE BID WORK – DESIGN SERVICES

- H1. HVAC Design Services for Radio Room Improvements
(O'Reilly Engineering Group) \$1,500.00
- H2. HVAC Design Services for Server Room Improvements
(O'Reilly Engineering Group) \$1,200.00
- H3. HVAC Design Services for Property Room Improvements
(O'Reilly Engineering Group) \$2,500.00
- H4. HVAC Conference Room Design Services for HVAC Improvements
(O'Reilly Engineering Group) \$1,000.00
- H5. HVAC Automatic Temperature Controls Design Improvements
(O'Reilly Engineering Group) \$2,200.00

Fees will be invoiced every month based upon the level of completion, represented as a percentage of the overall fee.

M+A Architects Hourly Rates:

Principal	\$195
Sr. Interior Designer	\$135
Sr Designer	\$125
Graphics	\$125



TIME

It is understood that the work may be desired to progress quickly upon approval, with the following target dates provided as follows:

1. Approval of Contract to proceed into Contract Documents - June 8, 2015
2. Completion of Contract Documents for issuance for bidding and permit – July 20, 2015
3. Bidding: July 21- August 11, 2015
4. Construction begins: August 17, 2015

CLIENT PAYMENT POLICIES

1. M+A reserves the right to stop work on and project with past due invoices. "Work" includes correspondences and phone inquires.
2. If past due invoices are not resolved promptly, we may require payment in full and in advance, or payment upon delivery for the remaining work.
3. If work is stopped on a project due to past invoices, any scheduled completion dates are no longer valid without a change to our scope of services and fees for expedited work.
4. Until final payment is received all work products remain the property of M+A.



ASSUMPTIONS AND QUALIFICATIONS

In providing this proposal, M+A Architects has made the following assumptions:

1. If basic services have not been completed within 12 months of the date of this proposal, the rates of compensation will be equitably adjusted.
2. Fees based upon the amount of work completed, along with the following reimbursable expenses incurred (if any), will be billed monthly. Reimbursable expenses will be billed at 110% of actual amounts and may include any of the following:
 1. Delivery, courier, shipping charges when requested by the City.
 2. Reprographic services (excluding in-house printing and/or consultant document coordination).
 3. Fees paid for securing approval of authorities having jurisdiction over the Project, if paid by the Architect.
 4. Other direct out of pocket expenses directly attributable to the Project.

Invoices for services will be sent monthly based upon the amount of work completed and are due and payable within thirty (30) days of the date of the invoice. All invoices not paid in full will be assessed interest at the rate of 12% per annum.

The above fees cover normal coordination with the Owner and our consultants, governmental agencies and other participating entities, including the Owner's separately retained consultants, if any, during the performance of our Scope of Services. Should any work not within our Scope of Services or the services of our consultants provided hereunder be requested, M+A Architects and/or their consultants will perform these services pursuant to the request at the Architects current hourly rates or as charged by the consultant, plus 10%. The Owner's receipt of the Additional Services shall constitute acceptance and acknowledgement of the Additional Services requested.

The Standard Terms of Professional Services included with this Proposal shall be considered a part of the Proposal and shall govern the responsibilities of each party until such time as they may be amended or modified in a subsequently executed Owner-Architect Agreement for Professional Services, AIA Document B101 or similar agreement prior to the performance of services, please advise us. Should you or your legal counsel require substantive changes which expand our Scope of Services or responsibilities beyond that which has been contemplated, we reserve our rights to amend our Proposal accordingly.

If you have any questions regarding our Proposal or proposed Scope of Services, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely,



James G. Mitchell, AIA
Executive Vice-President
M+A Architects

Enclosures: Standard Terms of Professional Services



Proposal Accepted:

BASE BID AMOUNT: \$24,000.00

ALTERNATES ACCEPTED: H1, H2, H3, H4, H5

TOTAL FOR ALTERNATES ACCEPTED _____

TOTAL FOR ALL DESIGN SERVICES AS ACCEPTED: _____

ACCEPTED:

Name	Title	Date
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Standard Terms of Professional Services

1. STANDARD OF CARE

The professional services provided by M+A Architects Inc. ("Architect") d.b.a. M+A Architects and its subsidiaries, independent professional associates, consultants, and subcontractors will be performed in a reasonable and prudent manner in accordance with the ordinary and reasonable skill and care of architects and/or engineers licensed in the state of Ohio and generally accepted architectural and/or engineering practice. Any cost estimates, recommendations, opinions, and decisions of the Architect will be on the basis of the information available to the Architect and the experience, technical qualifications, and professional judgment of the Architect. Unless otherwise agreed, the Architect shall be entitled to rely on the information provided by the Owner or their independent consultants without further verification by the Architect.

Regardless of any other term or condition of this agreement, Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

2. INVOICES

Invoices will be submitted on a monthly basis, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of one percent (1%) per month (12% per annum) from the date of the invoice if the unpaid balance is not paid within thirty (30) days. **Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of between the Architect and Owner.** Architect reserves the right to cease work if unpaid balances exceed 45 days, and to withhold our design/construction documents until the financial obligations are in compliance with the terms of this contract.

3. PAYMENT

Where the Architects fee is based on a cost reimbursement (i.e. hourly rates, time and material, direct personnel expense, or per diem) basis, the following provisions shall apply.

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of the Architect's offices is one-half hour. Analyses performed in the Architect's or Architect's sub consultant's laboratories will be billed on a unit cost per analysis basis unless specified otherwise in the Proposal.
- b. Expenses properly chargeable for the services which are reimbursable shall include, but are not limited to, travel and subsistence expenses of personnel when away from their offices on business directly or indirectly connected with the Project in excess of 30 miles one way; identifiable communication, delivery, courier, shipping, printing, and reproduction costs; professional and technical subcontractors; computer time and software and expendable materials and supplies purchased specifically for the Project; Professional renderings, models or mock-ups requested by the Owner; Fees paid for securing approval of authorities having jurisdiction over the project, if paid by the Architect; Other direct out of pocket expenses directly attributable to the Project. Reimbursable expenses will be billed at 110% of actual amounts.
- c. Invoices for work performed on a cost reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by the Owner, documentation will be provided at the cost of providing such documentation, including labor and copying costs.

4. CHANGE IN SERVICES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project as we understand it to be defined within the time limits identified. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. As the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope and/or fees.

Assumptions made by the Architect in providing this proposal have been identified to the extent possible in the proposal. The Architect will inform the Owner of any situations which are beyond the Scope of Services contemplated or extend the time of performance beyond that contemplated so that a mutual agreement to a change in scope and adjustment to the time of performance and/or fee can be accomplished.

Costs and schedule commitments shall be subject to renegotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by occurrences or force majeure outside of the control of Architect, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this Proposal.





5. TERMINATION

Either the Architect or Owner may terminate the services to be provided under this Proposal, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations through no fault of the terminating party. No termination of this Project by the Owner, with or without cause, shall be effective unless seven (7) days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the Architect. A final invoice will be calculated on or about the first of the month following receipt of such termination notice and represent the work completed through the effective date of termination.

In addition, the Architect may, after giving seven (7) days written notice to the Owner, suspend services without liability until the Owner has paid in full all amounts due the Architect on account of services rendered and expenses incurred, including interest on past due invoices. Payment of invoices is not subject to discounting by the Owner.

6. LIMITATION OF LIABILITY

After thoroughly reviewing the risks associated with the Project and the rewards resulting there from for both the Owner and the Architect, in order to balance the discrepancy relative to the risk-reward analysis, the Owner and Architect hereby agree that the Architect's liability to the Owner for any loss or damage, including, but not limited to, special and consequential damages, as may be permitted by law, arising out of or in connection with the accompanying Proposal related to Architect's professional negligence, errors, or omissions, shall not exceed the lesser of \$10,000 or the total compensation received by the Architect hereunder. The Owner in accepting this Proposal hereby releases the Architect from any liability above such amount.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

7. INSURANCE

The Architect agrees to purchase, at his own expense, worker's compensation insurance and comprehensive general liability insurance and will, upon request, furnish insurance certificates to the Owner. The Architect agrees to indemnify the Owner for the hazards covered by the Architect's insurance subject to the limitation of liability contained in Section 6. Architect agrees to purchase whatever additional insurance requested by the Owner, presuming such insurance is available from carriers acceptable to the Architect, provided the premiums for additional insurance are reimbursed by the Owner.

8. HAZARDOUS SUBSTANCES

The Architect or their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form for this Project. This includes, but is not limited to, specification of a product, material, or process which may contain asbestos or other hazardous materials; failure to detect the existence or proportion of asbestos or other hazardous material in a product, material, or process; the abatement, replacement, or removal of a product, material, or process containing asbestos or other hazardous materials.

With respect to claims, damages, losses, and expenses which are related to hazardous waste disposal or clean-up of environmental liability, the Owner shall, to the extent permitted by law, defend, indemnify, and hold harmless the Architect and his employees, independent professional associates, consultants, and subcontractors from and against all such claims, damages, losses, and expenses arising out of or resulting from the presence of such hazardous materials on the Project site.

9. CONFIDENTIALITY

The Architect shall maintain as confidential and not disclose to others without the Owner's prior written consent, all information obtained from Owner not otherwise previously known to the Architect or in the public domain, as the Owner expressly designates in writing to be "confidential". The provisions of this paragraph shall not apply to information in whatever form which, 1) is published or comes into the public domain through no fault of the Architect, 2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or 3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Owner agrees that the Architect may use and publish the Owner's name and a general description of the Architect's services with respect to the Project in describing the Architect's experience and qualifications to other clients or potential clients.



10. REUSE OF DOCUMENTS

Upon full payment of all sums due the Architect under this Proposal and upon performance of all the Owner's obligations then due under this Proposal, the Owner is hereby granted a limited license in accordance with the provisions of this Paragraph in the latest original Drawings and Specifications, prepared by the Architect for the Project. This grant of license shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications, or the right to reuse information contained therein in the normal course of the Architect's professional activities, and the Architect shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents or design.

Reuse of documents: The Owner may reproduce and utilize the Drawings and Specifications and other data with respect to this Project for maintenance, repair, or alterations of the Project or for completion of this Project, at no additional fee. If the services of the Architect are terminated without cause prior to the completion of the Project, the Owner shall indemnify, keep, and save harmless the Architect, the Architect's consultants, agents, employees, and assigns of any of them, from any and all claims arising after the date of termination which result from the use of the Drawings and Specifications for the completion of the Project.

The Owner may not reproduce and utilize the Drawings and Specifications and other data with respect to the construction of another project or projects. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner's right to use the Drawings and specifications and other data shall include, but are not limited to, the right to provide the Drawings and Specifications and other data, plus copies thereof, for any purpose the Owner deems to another registered design professional for information and reference in preparing new drawings and specifications for subsequent improvements to this project. The Architect shall incur no liability to either the Owner or third parties resulting from the use of the Drawings and Specifications as reference documents for any project for which the Architect is not engaged by the Owner and the Owner shall indemnify the Architect for any and all claims resulting from their use. The parties receiving copies of the Drawings and Specifications for this Project shall provide their own field investigations of existing conditions.

Transfer of Ownership: Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data, or other Instruments of Service be deemed to be a sale by the Architect.

11. CONTROLLING AGREEMENT

This Proposal represents the entire and integrated agreement of the Architect and Owner and supercedes all prior negotiations, representations or agreements, either written or oral. Modification to any portion of this Proposal shall be by written instrument signed by the Architect and Owner. It is understood and agreed that the services performed under the accompanying Proposal or any related agreement are not subject to any provision of any uniform commercial code. Any terms and conditions set forth in the Owner's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services under this Proposal or any related agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the Architect. The Architect's acknowledgement of receipt of any purchase order, requisition, notice, or authorization, or the Architect's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

12. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered confidential and proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of the Architect.

13. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of the Architect.

14. PROOF OF FINANCING

Architect reserves the right to request verification of funding to support the scope of the services provided within this contract. A retainer, or escrowed fees may be required for new clients or projects with fees above \$100,000.