



39 E. Main Street, Suite 101  
New Albany, OH 43054  
(614) 245-8273 fax. (614) 245-8791

April 17, 2017

**Proposal for:**           **Minerva Park Government Building**  
                                  **2999 E Dublin Granville Road**  
                                  **Columbus, Ohio**

**Proposal to:**           **Village of Minerva Park**  
                                  **2829 Minerva Lake Road**  
                                  **Columbus, Ohio 43231**

## **I.     Project Understanding**

Provide Architectural Services and Mechanical/Electrical Engineering services to convert an existing building to the new Police Headquarters and Village Council offices. Program requirements are based on Schematic Design drawings dated April 6, 2017, which include a 4 to 5 car open carport. These drawings shall serve as defining the program elements and base building design for the Village Staff and Police.

Site/Civil work shall be needed for both existing building entry locations, this work will be coordinated with the Village assigned Civil Engineer. (Civil Engineering is Not included in this proposal) This work is anticipated as being an ADA ramp to access the front entrance. The rear entrance shall be expanded to create the new entry for the Police Department with site stairs leading from the Carport. To accomplish the above a Survey of those areas would also be needed, as well as determining the grades around the proposed ADA parking spaces, as that will need restriped.

Professional service fees are not inclusive of any other trade than mentioned above unless specifically referenced within this proposal. Surveys, Civil Engineering and landscape design are excluded.

Field conditions encountered that were beyond reasonable anticipation and require design professional input for resolution shall be billed at the below hourly rates.

***Zoning approval process:*** Variance proceedings if needed are not included within this proposal. Site and landscape design are not included within this proposal.

## **II.    Construction Document Phase**

This phase will consist of architectural and engineering services needed to perform documentation accurately describing the detail necessary for construction of the project. This work is based on design of the area being completed based on the April 6, 2017 drawing set.



### **III. Bidding Phase**

During the Bidding Phase we will assist the Village in obtaining bids and the evaluation of those bids. Included in these services are:

- Administrating the bid process.
- Pre-bid meeting.
- Bid opening.
- Bid review and evaluation.
- Addendums.
- Supplemental drawings and specs.

### **IV. Construction Phase**

The Construction Phase will include our work in relation to the construction contract. In this phase we will make periodic site visits to observe the progress and quality of the work and endeavor to determine whether the quality is in accordance with the contract documents, review shop drawings, and review samples and other submissions to review conformity to the design concepts of the project.

The proposal and bid is based on the following:

1. The construction period will not exceed 15 weeks.
2. The Architect will certify a maximum of 4 applications for the payment to the General Contractor.
3. The Architect will attend a maximum of 12 combined on-site project meetings/site visits.
4. The Architect will make a maximum of 2 additional site visits to observe the progress and quality of the work.
5. The Architect will conduct final punch list inspections at the completion of the construction contract.
6. The Architect shall be entitled to an additional fee for approved change orders initiated by the Owner except when the change is a result of the Architect's error or omission, as determined by agreement between Architect and Owner.

### **V. Professional Services:**

Consulting Services Provided:

Architecture  
Mechanical Engineering  
Electrical Engineering  
Structural Engineering for Carport



The following services are not included within this proposal and can be provided for when requested. These items have been separated for clarity and consistency for this proposal.

FF & E  
Interior finish selection  
Civil Engineering/Site Survey/Landscape design

Services include design, construction documents, specifications, energy code submittal, shop drawings review and construction observation services. Services for any site or off-site utility design has not been included.

<b><i>Construction Documents:</i></b>	\$28,770
<b><i>Bidding:</i></b>	\$ 2,140
<b><i>Construction Administration:</i></b>	\$ 6,400

The above services include Architectural and Engineering as listed. Any signage approvals are not included in this proposal.

Basic services shall be invoiced monthly in proportion to work completed, and payments are to be made in full within thirty (30) days. Architectural fees are not associated dispute resolutions. Delay or withholding of payments can result in suspension of work and forfeiture of document use.

Work shall be performed to a professional standard of care. Architect shall not be held responsible for consequential damages. Limits of liability shall not exceed fee per discipline.

## **VI. Additional Services**

Additional work that is over and above our normal services, as described below and for which we shall be entitled to extra fees, include the following:

- Providing Environmental Consulting Service
- Providing interior design or decorating services including material and color selection unless specified in this Agreement.
- Providing services to obtain rezoning and zoning variances and approvals
- Preparing drawings for alternative bids
- Making major revisions to documents that are at variance with previous approvals or instructions
- Providing professional services made necessary by the default of a Contractor or by major defects in the Contractor's work
- Contracting the service of a professional artist for an architectural rendering or professional architectural model if not included in this proposal.



For additional services or time billed on an hourly that has been authorized, the fee will be as follows:

<i>Title</i>	<i>Hourly rate</i>
Principal	\$130.00
Project Manager	\$ 90.00
Project Architect	\$ 75.00
Intern	\$ 65.00
Draftsman	\$ 65.00
Administrative	\$ 45.00

## VII. Reimbursable Expenses

Reimbursable expenses shall be defined as actual expenditures made by the Architect in the interest of the Project. These expenditures include:

- Transportation and living expenses for out-of –town travel which has been authorized by the Client
- Fees paid for securing approval of authorities having jurisdiction over the project.
- Legal fees required to collect due billings and fees.
- Reproduction, i.e., prints, photography, fax, CADD plots, etc.
- Postage and delivery service charges for handling Drawings, Specifications and Project related material.
- Renderings and models requested by the Owner which are not part of this Agreement.
- Expense of overtime work requiring higher than average rates when requested and approved by the Client.

Submitted By:

David Pontia  
Principal  
David Pontia & Associates Ltd.

Accepted by:

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

### TERMS & CONDITIONS

#### Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

#### Standard of Care

In providing services under this agreement, the Design Professional 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. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly



progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional 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.

**Consequential Damages**

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.

**Hazardous Materials/Mold**

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold.

**Indemnifications**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages arising from its own negligent errors acts or omissions.

**Termination of Services**

This agreement may be terminated upon 7 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership of Documents**

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

**Defects in Service**

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Construction Activities**

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

**Dispute Resolution**

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

**Relationship of the Parties**

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

**Entire of Agreement**

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect. At both parties option, an AIA contract may be engaged.

**Applicable Law** The law applicable to this Agreement is the state of the Project location.