

CLEVELAND PUBLIC LIBRARY

Board Meeting

September 26, 2019

RESOLUTION AUTHORIZING AGREEMENTS WITH MOST QUALIFIED ARCHITECT/ENGINEERING FIRMS FOR MASTER PLAN PROJECTS

WHEREAS, On August 29, 2019, the Board of Trustees of the Cleveland Public Library approved the selection of the below-listed firms and design teams as the top-ranked, most qualified firms to provide professional architectural/engineering services for each corresponding project as part of the implementation of Phase One of the Facilities Master Plan:

Firm/Design Team	Project
Moody Nolan, Inc.	Hough – relocation and new building
Wanix Architects, L.L.C. and Williams Associates Architects, LTD	Jefferson – renovation with minor addition
Bialosky and Partners, Architects, LLC and Robert P. Madison International, Inc.	Walz – new building on expanded site
VOCON Partners, LLC	West Park – renovation with addition
Bostwick Design Partnership, Inc. and Ubiquitous Design, LTD.	Woodland – major renovation with new central distribution facility

; and

WHEREAS, Moody Nolan Inc. has submitted a proposal for a total cost of **\$457,490** for the Hough Branch; and

WHEREAS, Bialosky and Partners Architects and Robert P. Madison have submitted a proposal for a total cost of **\$647,100** for the Walz Branch; and

WHEREAS, Bostwick Design Partnership Inc. and Ubiquitous Design Ltd. have submitted a proposal for a total cost of **\$363,310** for the Woodland Branch, and **\$586,700** for the Distribution Facility; and

WHEREAS, VOCON Partners LLC has submitted a proposal for a total cost of **\$402,395** for the Westpark Branch; and

WHEREAS, Wanix Architects LLC and Williams Associates Architects has submitted a proposal for a total cost of **\$174,791** for the Jefferson Branch; and

WHEREAS, This Board finds that each of the proposed fees are fair and reasonable; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO or his designee, to negotiate and execute agreements with Moody Nolan, Inc. in an amount not-to-exceed **\$457,490** for the Hough Branch, with the expenditure being charged to the Construction – Tax-Exempt fund account 40275205-55300 (Construction/Improvements); with Bialosky and Partners, Architects, LLC and Robert P. Madison International, Inc in an amount not-to-exceed **\$647,100** for the Walz Branch, with the expenditure being charged to the Construction – Tax-Exempt fund account 40279405-55300 (Construction/Improvements); with Bostwick Design Partnership, Inc. and Ubiquitous Design, LTD., in an amount not-to-exceed **\$363,310** for the Woodland Branch, with the expenditure being charged to the Construction – Tax-Exempt fund account 40279905-55300 (Construction/Improvements), and **\$586,700** for the Distribution Facility, with the expenditure being charged to the Construction – Tax-Exempt fund account 40241105-55300 (Construction/Improvements); with VOCON Partners LLC in an amount not-to-exceed **\$402,395** for the Westpark Branch, with the expenditure being charged to the Construction – Tax-Exempt fund account 40279705-55300 (Construction/Improvements); and with Wanix Architects LLC and Williams Associates Architects in an amount not-to-exceed **\$174,791** for the Jefferson Branch, with the expenditure being charged to the Construction – Tax-Exempt fund account 40275405-55300 (Construction/Improvements); upon such terms and conditions as are reviewed and approved by the Library’s Chief Legal Officer, and authorizes entering enter into such other documents or instruments as are necessary or appropriate to effectuate the agreements in accordance with this Resolution.

September 20, 2019

Mr. Jeremiah Swetel, Chief Operations Officer
Cleveland Public Library
325 Superior Avenue
Cleveland, Ohio 44114

Re: Fee Proposal for the Cleveland Public Library Hough Branch

Dear Jeremiah,

Moody Nolan appreciates the honor to have been selected to provide Professional Design Services for the proposed Cleveland Public Library Hough Branch.

As we continue to work with Cleveland Public Library and begin to engage the community and stakeholders in discussions about the vision of Hough Branch, we look forward to designing a branch that is rooted in "Responsive Architecture" – a uniquely tailored design solution that considers the library and community goals and needs.

We have truly enjoyed the spirit of our discussions with your team and we are excited to undertake this transformative project.

We have assembled our team of engineers and consultants to provide the Cleveland Public Library, the most experienced, creative and collaborative team, who will continue to work closely with you to advance this very exciting project. We realize the amazing impact of this project on the community and the Moody Nolan team is honored to be a part of reimagining Cleveland Public Library.

The following is the presentation of our technical proposal for Architectural and Engineering Services for the Cleveland Public Library Hough Branch. Please review and do not hesitate to call me with any questions or clarifications that you may have.

Thank you for this opportunity.

Sincerely,

Moody Nolan, Inc,



Anne M. Hartman, AIA
Director of Cleveland Operations



Curt Moody, FAIA, NCARB, LEED AP
CEO



**Technical Proposal for:
The New Cleveland Public Library Hough Branch**

Submitted to:
Mr. Jeremiah Swetel, Chief Operations Officer

Moody Nolan Project Number 19240.01

September 20, 2019

The following generally defines the work to be provided by the architectural-engineering team for the new Cleveland Public Library Hough Branch, as proposed by Moody Nolan, Inc. This proposal is to demonstrate the architects' understanding of the project scope and the design process. This technical proposal is submitted by Anne M. Hartman, AIA, Project Executive for the Prime Consultant/Architect of Record firm, Moody Nolan, Inc. The Federal Tax ID number for our firm is 311256984.

1. Understanding of Project Scope:

The new Hough Branch library is anticipated to be a single-story, 10,000 square foot building at the southwest corner of the intersection of Lexington Avenue and East 66th Street. The site proposed for the new library is currently Land Bank parcels owned by the City of Cleveland and a street needing to be vacated by the City. Although the parcels are owned by the Land Bank and were formerly developed, the parcels are not registered as brownfield sites with the Ohio EPA. Documentation and permitting of the demolition of structures is not anticipated. EPA Phase I assessment and requirements for any bat surveys shall be the responsibility of the Owner.

Project phases with duration and deliverables have been proposed for consideration by Cleveland Public Library. The duration and deliverables per phase may be adjusted or revised if deemed necessary by Cleveland Public Library.

Standards developed by Cleveland Public Library shall be incorporated into the Project. CPL shall provide their standards for review and use by the design team including requirements of CPL's insurance underwriter.

Though not in scope, this proposal includes a separate fee for LEED Certification and required documentation.

Moody Nolan will perform services for Project Phases as described in the State of Ohio contract documents. This would also include, but not be limited to, the following:



a. Community Engagement:

Prior to the commencement of design services, Moody Nolan will host and partner with Cleveland Public Library (CPL) four (4) community and stakeholder meetings to solicit input on the design of the proposed Hough branch. The meetings shall entail: one (1) kickoff meeting with CPL to plan community engagement meetings and establish measurable goals; one (1) kickoff meeting with CPL Hough branch staff to discuss the project; and two (2) community concept meetings to solicit input on the design, program, and function of the proposed Hough Branch.

We have allocated three (3) months for this effort.

Deliverables: Documentation of information provided for community meetings including denoting preferences, meeting agenda and minutes for each meeting, and summary report of community engagement effort and outcome.

b. Schematic Design:

Upon completion of the community and stakeholder meetings, CPL will provide an initial program of the branch to Moody Nolan for the use in design and layout of the proposed building. The potential 10,000 square foot branch library shall include program areas unique to today's modern library (meeting and collaboration spaces, technology resources, and stacks supplemented with digital resources) with the potential for 500-700 square feet to be allocated for the Cleveland Public Library's 'Sports Research Center'. A minimum of three (3) initial plans and massing studies with site analysis shall be provided for review and consideration by CPL prior to issuance of Schematic Design documents.

After selection of a preferred building massing and site scheme, Moody Nolan shall develop a schematic design package with narratives provided by their consultants. A cost estimate of the schematic design package shall be provided to CPL, and the estimate and schematic design package both be presented to CPL and their Board.

Upon acceptance of the schematic design by CPL, Moody Nolan will submit Hough Branch to the City of Cleveland Northeast Design Review for schematic design approval with subsequent review by the City of Cleveland Planning Commission.

We have allocated three (3) months for this effort and anticipate periodic meetings to review progress of the project, with a total of four (4) meetings anticipated.

Deliverables: Schematic design drawings showing program adjacencies and preliminary exterior building massing/design; consultant narratives; estimate of probable construction cost; meeting minutes; and schematic design submission package to City of Cleveland Northeast Design Review and Planning Commission.

c. Design Development Phase:

Upon completion and sign off the Schematic Design phase, the documents will be progressed to the design development phase. This will include further developed plans, elevations, schedules, details, and preliminary outline specifications.

Moody Nolan and their consultants will meet with the Authorities Having Jurisdiction and utility providers to review the project and incorporate preliminary review comments into the documents to assure successful permitting and approvals. An updated cost estimate of the design development package shall be provided to CPL, and the estimate and design development package shall be presented to CPL and their Board.



Upon acceptance of the design development concept by CPL, Moody Nolan will submit Hough Branch to the City of Cleveland Northeast Design Review for design approval with subsequent review by the City of Cleveland Planning Commission.

We have allocated four (4) months for this effort and anticipate six (6) meetings to review progress of the project.

Deliverables: Design development drawings with developed floor plans and exterior elevation, preliminary equipment layout and sizes, and site plan; updated estimate of probable construction cost; and design submission package to City of Cleveland Northeast Design Review and Planning Commission. Perspective views shall be generated directly from BIM/Revit and not rendered or subject to post-production.

d. Construction Documents Phase:

Upon completion and sign off the Design Development phase, the documents shall be developed for permitting and bidding. Building components and systems shall be sufficiently detailed and specified, with clash detection performed in BIM. BIM model and drawings shall be coordinated prior to issuance.

Moody Nolan will work with CPL to select, design and specify a Fixtures Furniture and Equipment package. Moody Nolan and CPL will determine when to issue FF&E drawings for bidding and procurement during initial project scheduling. This is included in our basic service fee (\$15,000.00).

Signage shall be provided and specified for the project as required by the Ohio Building Code; Signage beyond code requirements, experiential design and wayfinding graphics are not included in the scope of work.

When drawings are 75% complete, the set and supplemental narratives shall be provided to the Project's Construction Manager for review and use in developing a Guaranteed Maximum Price (GMP). Moody Nolan shall review the Construction Manager's GMP with their design team and cost estimator to verify scope, accuracy, and completeness.

The Construction Manager's GMP and summary of construction documents shall be provided and presented to CPL and their board prior to submitting for plan review and permit.

Documents shall be submitted to local agencies for permitting and approval with clarifications or corrections provided to assure compliance with applicable codes and regulations. Documents shall be issued as one (1) bid package except for the FF&E package.

Additional or subsequent reviews with the Northeast Design Review committee and Cleveland Planning Commission will be performed prior to submitting documents for permitting.

We have allocated four (4) months for this effort and anticipate six (6) meetings to review progress of the project.



Deliverables: Complete construction documents with project manual for bidding and permitting; review comments of 75% GMP; meeting minutes; and final design submission package to City of Cleveland Northeast Design Review and Planning Commission.

e. GMP Buyout and Permitting:

Moody Nolan shall provide clarifications to the Construction Manager during the buyout of the GMP and respond to comments from the AHJ to permit documents. Clarifications and comments shall be issued to the Project as Addendums and incorporated into the GMP.

We have allocated one (1) month for this effort and anticipate two (2) meetings.

Deliverables: Meeting minutes; Addendum(s) to Contract Documents.

f. Construction Administration & Close-Out Phases:

Twelve (12) months are anticipated for construction with two (2) months for project close-out. During construction, Moody Nolan shall remain involved with the work to the extent necessary to maintain continuity in the execution of the design.

The duties to be performed during Construction Administration include: review of shop drawings for compliance with the design intent; responding to Requests for Information (RFI's); development and issuance of Bulletins; review and approval of Applications for Payment; review of Change Orders; and observation of construction for compliance with the Documents.

Moody Nolan will attend bi-weekly construction meetings, with consultants limited to two (2) visits per discipline. CMR will provide minutes.

Close-out of the project will include review of a punch list report provided by the Construction Manager, issuance of Certificate of Substantial Completion, and review of adequacy of Operations and Maintenance Manuals.

Incorporating comments and marks from the CM's field set into the Documents and issuing to CPL "As Constructed Drawings" shall be an Additional Service negotiated with and authorized by CPL prior to commencement of work.

g. Other Scope in Contract

- **LEED Certification: (Separate Fee)**

Scope of work for LEED Certification includes the registration of the project with USGBC/GBCI, sustainable design charette with goal of achieving Silver certification under LEEDv4, coordination with design and construction team to achieve Silver certification level, development of energy model, and sufficient documentation provided to USGBC/GBCI to achieve certification level. Registration, design review submittal, construction review submittal, one (1) appeal, and one (1) project credit interpretation ruling is included.



Design Contingency Allowance: (Separate Fee)

Per the direction of Cleveland Public Library, an allowance of 5% of Basic Service Fees is provided. Design contingency allowance shall be used at the discretion of CPL to cover the potential increase of building footprint or inclusion of programs, systems, services, or processes not yet realized by CPL.

- **3D Studies/Renderings:**

3D Renderings, using secondary software, (3D Max, Enscape, Photoshop, etc.) will be provided (2-3 views) for community and design review meetings. Other 3D views (interior and exterior), for review during design or documentation will be exported directly from the BIM modeling program, Revit, for clarification of spaces, geometry and relationships as the process dictates. These views will not be photo realistic images.

h. Not in Scope – Services Provided by Owner:

- Site/Land Topographic Survey
- Lot Consolidation
- Geotechnical Evaluations
- EPA Phase I Site Assessment
- Bat Survey
- Basic and Enhanced Commissioning
- Selection of Construction Manager

i. Not in Scope - Additional Services:

- Building Signage and Wayfinding– Exterior and Interior
- LEED Certification
- As-Constructed Record Drawings
- Extensive environmentally responsible design
- 3D Renderings and Animated Renderings beyond basic service described above
- Traffic Study (if determined necessary during design process)
- Acoustic Design/Assessments of specialty spaces
- Meetings in excess of those defined above.

Please see attached sheets for MN and Consultants' current hourly rates that are applicable to this project should additional services be requested. MNI can provide not to exceed proposal based upon additional owner requested/defined scope.

2. Project Preliminary Schedule:

- | | |
|---|-----------------------|
| • Community and Stakeholder Engagement Starts | October/November 2019 |
| • CPL Secures Project Site | Spring 2020 |
| • Schematic Design Starts | June 2020 |
| • Schematic Design Complete | September 2020 |
| • Design Development Complete | January 2021 |
| • Construction Document Complete | May 2021 |
| • Bidding: | June 2021 |
| • Construction Notice to Proceed | July 2021 |



- Construction Complete
- Project Closeout Complete

July 2022
September 2022

3. Proposed Professional Fee:

Our Basic Service Fee is based on 9% of the estimated construction budget of approximately \$4,100,000 for New Construction of the Cleveland Public Library Hough Branch and including engineering, cost estimating, and FF&E.

Basic Services Fee Breakdown:

Community Engagement	5%	\$ 18,450.00
Schematic Design	20%	\$ 73,800.00
Design Development	20%	\$ 73,800.00
Construction Documents	20%	\$ 73,800.00
Bidding and Negotiation	2.5%	\$ 9,225.00
Construction Administration	25%	\$ 110,700.00
Close-Out	2.5%	\$ 9,225.00
TOTAL	100%	\$ 369,000.00

Additional Services Fee Breakdown:

LEED Certification services	\$ 52,200.00
LEED Certification and USGBC Fees	\$ 4,840.00
TOTAL	\$ 57,040.00

Design Contingency Allowance

A design contingency allowance of 5% of Basic Service Fees \$ 18,450.00

4. Reimbursables:

- Travel \$6,000.00
- Printing, Delivery, Misc \$2,500.00
- Permit, Zoning, Approval Fees \$4,500.00

5. Owner Provided Information

Cleveland Public Library shall furnish, in electronic format at the Owner’s expense, all information, publications, existing documents, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof as permitted while exercising its professional standard of care. If information provided is from another architecture/engineering firm, the Owner has secured approval for reuse as this design consultant is not liable for their reuse.

6. Hazardous Materials Indemnity

Owner shall conduct an EPA Phase I site assessment prior to commencement of Schematic Design. Owner shall be responsible for providing and EPA Phase I report to the team and coordinating the removal or remediation of items cited in the report.



7. LEED Registration and Certification

This project will be designed utilizing sustainable best practices. LEED Certification, documentation and associated fees are an Additional Service.

8. Design Team

A. Prime Consultant – Architect of Record
Interiors/FFE/Sustainability

Moody Nolan, Inc

1621 Euclid Ave, Ste 1150
Cleveland, OH 44115
P: (216) 432-0696 D: (216) 356-4162
Anne Hartman, RA-Project Executive
ahartman@moodynolan.com

C. Consultant – Landscape

DERU Landscape Architecture

812 Huron Rd E. Suite 411
Cleveland, OH 44115
Jayme Schwartzberg, Owner
jayme@deru-la.com

B. Consultant - Civil Engineering

Moody Engineering

300 Spruce Street, Suite 200
Columbus, OH 43215
P. (614) 280-9355
David Moody, PhD, President and CEO
dmoody@moody-eng.com

D. Consultant – Structural

Barber and Hoffman

2217 East 9th Street, Suite 350
Cleveland, Ohio 44115
P. 216.875.0100
Jon T. Leuthaeuser, PE, LEED AP
jleuthaeuser@barberhoffman.com

E. Consultant – HVAC/Plumbing
Electrical/Technology/Security

Osborn Engineering

1100 Superior Avenue, Suite 300
Cleveland, Ohio 44114
P. 216.861.2020
Brian Kane, PE, LEED AP
bkane@osborn-eng.com

F. Consultant – Lighting Design

TEC Studio, Inc.

7510 Slate Ridge Boulevard
Columbus, Ohio 43068
P. 614.866.2868
Ardra Zinkon, CLD, IALD
azinkon@tecstudioinc.com



G. Consultant – Community Engagement

Margaret Sullivan Studio
307 7th Avenue, Suite 504
New York, New York 10001
P. 646.687.7923
Margaret Sullivan
margaret@margaretsullivanllc.com

H. Consultant – Cost Estimating

Ascension Construction Services
419 East 13th Avenue
Columbus, Ohio 43201
P. 614.499.6924
Jeanna Hondel, PE
jhondel@ascension-cs.com

Additional Documentation can be provided upon request. We look forward to being of service to the Cleveland Public Library and will gladly discuss with you any questions regarding this proposal.



EXHIBIT A

20 September 2019

Mr. Jeremiah Swetel, Chief Operating officer
Cleveland Public Library
325 Superior Avenue
Cleveland, Ohio 44114

RE: Project Understanding and Scope of Services – Exhibit A
Proposal for Professional Services
Jefferson Branch Renovation and Addition Project
850 Jefferson Avenue
Cleveland, Ohio 44113

Dear Jeremiah –

On behalf of the Wanix Architects + Williams Architects Team, Williams Architects is pleased to present this proposal for professional services in connections with the Cleveland Public Library Jefferson Branch Renovation and Addition Project. We look forward to working with the Library to implement your vision for this Project!

PROJECT BACKGROUND / UNDERSTANDING

In 2019, the Cleveland Public Library completed a comprehensive Master Plan for the Library system that honors the past while creating a view of the bright future that is ahead. It is the third major facilities/building program in the 150-year life of the Library. Bialosky Cleveland worked with the Library to gather input from the community, establish design principles, address programmatic needs, respond to and evaluate the emerging trends in libraries, and create a vision and path forward for this significant undertaking. As part of the Master Plan, Bialosky developed preliminary project definitions which included potential scopes of work and design concepts for each branch. Regency Construction Services worked with Bialosky Cleveland and the Library to classify levels of renovation and establish probable square foot costs for the implementation and deferred maintenance costs. These preliminary project definitions are somewhat fluid and may change as part of the program verification process.

The Jefferson Branch is a well-liked branch that is too small to adequately serve its patrons. As noted on the Library's web site and/or the Master Plan, it is an historic Carnegie Library building which was constructed in 1918 and renovated in 1981. It is a red brick building with a flat roof and multiple sawtooth skylights. The building maintains its historic character and is located on a tight site in the historic Tremont neighborhood. The backyard space and some land adjacent to the existing 14-space parking lot may allow for a modern expansion. The site includes a bio swale/rain garden between the parking lot and the library building.

In its early history, Cleveland Public Library constructed several branch libraries that could be easily adapted into a store or business as the local population and library service needs fluctuated. Jefferson is an example of this convertible-type building as evidenced by its plain brick, factory-type skylights, and the fact that it is semi-fireproof.

The 6,900 square foot library currently includes a meeting room, collections, reading area, a computer area, and children's reading area. There is a basement level mechanical room and a small second floor that are not open to the public. The relatively open interior layout lends itself to renovation. The Future Vision for the Project in the Master Plan includes:

- Create a small addition to give the building an improved entry from the parking lot, while potentially improving visibility from Jefferson Avenue;
- Maintain existing historic entry on Jefferson Avenue;
- Renovate branch to make more efficient use of the space; create a defined teen space;

- Install operable partitions to open up meeting room and provide increased flexibility;
- Improve wayfinding;
- Create a new “Community Living Room”;
- Improve views into and out of the building;
- Add small group study rooms or other collaborative space;
- Improve children’s collection with small interactive area; and
- Push active spaces to the street front.

The Current State and Future Vision for the Jefferson Branch is further described on pages 168 – 177 of the Master Plan.

Deferred maintenance may include MEP items such as: replacing the roof-top unit, boiler and secondary boiler pumps - which are near or beyond their anticipated service life, upgrading electric load/capacity, and replacing existing lighting with LED fixtures.

PROJECT SCHEDULE

We will work with the Cleveland Public Library to develop a Project Schedule that meets the goals and objectives of the Library. Based on our conversation at the September 4, 2019, Planning Meeting with the Library, we propose the following Preliminary Project Schedule, which is subject to review by the Owner and CMR. A Project Schedule will be developed during the Schematic Design Phase Project Definition that is mutually acceptable to the Owner, Architect and Construction Manager.

Preliminary Project Schedule

Task	Duration	Anticipated Start/End Dates
Authorization to Proceed		October 1, 2019
Schematic Design Phase	3.0 months	October – December 2019
Design Development Phase	2.0 months	January – February 2020
Construction Documents Phase	3.0 months	March – May 2020
Bidding Phase	1.5 months	June – Mid July 2020
Construction Phase	7.0 months	Mid July 2020 – February 2021
Training/Occupancy/Closeout	1.0 months	March 2021

PROJECT BUDGET

The estimated Project Budget provided by the Library is \$2,000,000, including the renovation, addition, deferred maintenance items, escalation, contingencies, architect’s fees and other soft costs.

The Project Budget provided by the Library includes the following breakdown:

Project Budget

Addition (900 s.f. @ \$800.00/s.f.)	\$ 720,000
Renovation (5,200 s.f. @ 162.57/s.f)	\$ 845,364
Deferred Maintenance	\$ 320,047
Escalation (6%)	<u>\$ 113,125</u>
Total Project Budget	\$ 1,998,536 (Total rounded to \$2,000,000)

The estimated Construction Budget provided by the Library is \$1,688,800, including estimating and design contingencies, General Conditions, CMR’s fee during construction, and other items as outlined in the preliminary Construction Budget.

CONSTRUCTION MANAGER

The Cleveland Public Library intends to hire a Construction Manager at Risk (CMR) to provide Pre-Construction Services including detailed cost estimating, constructability reviews, design/value engineering, and bidding for the project. It is

currently anticipated that the CMR will establish the Guaranteed Maximum Price for the Project near the end of the Design Development Phase. They will also provide construction management services for the construction of the Project.

In addition to the detailed cost estimating provided by the CMR, the Library requested that the Wanix Architects + Williams Architects Team (WAN + WA Team) also provide cost estimates of the preliminary concept, and Schematic Design and Design Development Phases. This cost estimating is included as a Basic Service. If requested, additional cost estimating by the Architects will be provided as an Additional Service.

THE WANIX ARCHITECTS + WILLIAMS ARCHITECTS PROJECT TEAM

We have assembled the following group of experienced and talented professionals for this Project.

Architects:

- Architect of Record – Williams Architects
- Consulting Architect – Wanix Architects

The following team members represent the Wanix Architects + Williams Architects critical Management Team. The services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Andrew Dogan / Project Principal-In-Charge (Williams Architects)
- Nancy Weir / Project Manager (Williams Architects)
- Xin “Cindy” Wan / Project Design Lead (Wanix Architects)

Consulting Engineers:

- Civil Engineer – Karpinski Engineering
- Structural Engineer – Barber & Hoffman
- Mechanical, Plumbing, Fire Protection and Electrical Engineers – R Engineering Team

Architect’s Specialty Consultants:

- Landscape Architect – To Be Determined (TBD)
- Sustainability Consultant – The Construction Green Team (Additional Services)
- Interior Design – Williams Interiors

OWNER’S DIRECT SPECIALTY CONSULTANTS

Traditional Owner’s Consultants contracted by the Owner and coordinated by the Architect are as follows:

- Surveyor – To Be Determined (TBD)
- Geo-Technical Soils Testing Consultant – TBD
- Telecommunications and Data – TBD
- Security - TBD

The WAN + WA Team will assist the Owner with determining the extent of the site survey and geotechnical soils investigation that is required to implement the Project.

The Owner will provide information to the Architect regarding the design and infrastructure requirements for the Telecommunication and Data and Security systems. The Architect will be responsible for coordinating this information with the WAN + WA Team and incorporating requirements into the Construction Documents.

Traditional Owner’s Professional Services contracted and coordinated by the Owner directly are as follows:

- Construction Manager at Risk (CMR) – TBD
- Commissioning Agent – TBD (if applicable)
- Special Inspections – TBD

SCOPE OF SERVICES - BASIC SERVICES

SCHEMATIC DESIGN PHASE

Project Definition – (1) Kick-Off Meeting, (2) Owner Meetings, (2) Community Engagement Meetings

We will work with the Library and Construction Manager (if applicable/on board at time of services) to verify the Building Program and define the scope, schedule and budget for the project. Our Scope of Services includes the following:

- A. Data Collection and Review
 1. Existing Conditions – Review existing drawings, reports, surveys and other information provided by the Owner and Construction Manager in order to become familiar with the existing conditions of the Project.
 2. Building Program – review the Owner’s Building Program for the Project.
- B. Project Kick-off Meeting – **One (1) Kick-off Meeting at Jefferson Branch**
 1. Conduct an organizational meeting where the following items will be discussed:
 - a. Team Roles and Responsibilities – Review the roles and responsibilities of each of the key members of the Project Team – Owner, WAN + WA Project Team and CMR (if applicable). Confirm lines of communication among the parties.
 - b. Goals and Objectives - Validate and/or establish goals and objectives for the Project.
 - c. Community Engagement – Identify project stakeholders and anticipated touchpoints for the community engagement process.
 - d. Project Scope - Facilitate discussion regarding the Library’s program requirements and the overall project parameters based on the vision in the Master Plan.
 - e. Project Budget – Review cost parameters and funding mechanisms.
 - f. Project Schedule – Review the proposed schedule and identify milestone dates and amount of time to allow for Library reviews, etc.
 - g. Service Model Description – discuss goals and process for developing the service model.
 - h. Data Collection – Review data already received and identify additional information required in order to facilitate a thorough understanding of the project background and services of the Design Team.
 2. Conduct a walk-through of the existing building and site with the Owner and CMR (as applicable).
- C. Program Verification Meetings – **One (1) Owner Meeting and (1) Community Engagement Committee Meeting**
 1. Meet with Library staff to review program requirements and discuss service model.
 2. Meet with Community Engagement Committee to review goals, objectives and program requirements.
- D. Review Regulatory Requirements – Research applicable building codes, local zoning codes and/or other required procedures that may impact the design and/or implementation of the Project.
- E. Preliminary Evaluation and Proposed Project Definition - **One (1) Owner Meeting**
 1. Preliminary Evaluation – Prepare a preliminary evaluation of the Owner’s Building Program, Project Schedule, Project Budget, and other initial information provided by the Owner.
 2. Proposed Project Definition – Based on the findings of the Preliminary Evaluation, prepare a Proposed Project Definition, consisting of:
 - a. Proposed Building Program modifications;
 - b. Preliminary Design Concepts - Develop up to (3) three preliminary concept bubble diagrams;
 - c. Project Schedule – prepare a proposed Project Schedule reflecting performance of WAN + WA Team’s services and the progression of the project through completion of construction.
 - d. Project Budget – Develop a conceptual budget to confirm the Owner’s initial budgeting for the Project.
 3. Meet with the Owner and CMR to:
 - a. Review the Preliminary Evaluation and Proposed Project Definition.
 - b. Discuss alternative approaches to design and construction of the Project.
 - c. Prepare and review preliminary concepts (bubble diagrams) for the design of the Project.
 - d. Discuss alternative approaches of incorporating sustainable design principles into the Project.
 4. Project Definition Revisions – Based on the outcome of the above meeting, revise documents.

- F. Community Engagement - **One (1) Community Engagement Meeting**
 - 1. Conduct a Community Engagement meeting to share information and seek feedback from the community.
 - 2. Revise Project Definition based on feedback.
 - 3. Request Owner approval of the Project Definition.

Preliminary Design – (2) Owner Meetings

- A. Based on the approved Project Definition and the preferred preliminary design concept, prepare and present to the Owner, a preliminary design illustrating the scale and relationship of the of the project components. **One (1) Owner Meeting.**
- B. Review and determine preliminary civil, landscape, structural, mechanical, electrical, plumbing, fire protection, interior and other specialty systems for the facility.
- C. Review Regulatory Requirements – Research applicable building codes, local zoning codes and/or other procedures required to secure approval(s) for Project by local governmental officials.
- D. Further Explore the feasibility of incorporating sustainable design alternatives and/or achieving LEED certification.
 - 1. Eco Charrette – If LEED appears to be a viable option for the Project, the Owner may request the Architect to conduct an Eco Charrette with the Owner (design committee, facilities/operations staff), CMR and Design Team to review in detail the LEED checklist in order to determine the likelihood of the Project achieving LEED Silver or LEED Certification. The Eco Charrette will be provided as an Additional Service.
- E. Meet with the Owner and Construction Manager to review the Preliminary Design and any updates to the Service Model Description. **One (1) Owner Meeting.**

Schematic Design Documents – (1) Owner Meeting, (1) Board Meeting, (1) Community Engagement Meeting

- A. Based on the approved Preliminary Design, continue development of the Schematic Design. Prepare Schematic Design Documents, consisting of:
 - 1. Drawings - Site Plan, Floor Plans, Exterior Elevations, and Sections (if appropriate), with notes indicating location of preliminary selections of major building systems, materials, and finishes;
 - 2. Digital Modeling or Perspective Sketches, including a 3-D cutaway Floor Plan (if appropriate).
 - a. Physical Models, if requested by the Owner, will be provided as an Additional Service as mutually agreed in writing by the Architect and Owner;
 - 3. Outline Specifications – a written description of the anticipated major building systems and materials;
 - 4. List of Alternates – a written description of the proposed bidding alternates for the project.
 - 5. Cost Estimate
 - a. Prepare Architect’s Preliminary Estimate of Probable Construction Cost.
 - b. Review CMR’s Schematic Design Estimate.
 - 6. Project Schedule
- B. Present the Schematic Design Documents to the Owner and Construction Manager, for the Owner’s approval and the CMR’s review (if applicable). Incorporate revisions as required for Board and Community Engagement meetings. **One (1) Owner Meeting.**
- C. Board Presentation, Community Engagement, and Approval
 - 1. Board of Trustees - Present Schematic Design Documents to Library Board of Trustees prior to Community Engagement meeting. **One (1) Board Meeting.**
 - 2. Community Engagement Meeting – Conduct a community engagement meeting to share information and seek feedback from the community. **One (1) Community Engagement Meeting**
 - 3. Approval – Request the Owner’s approval of the Schematic Design Documents. Revisions requested by the Owner, if any, will be incorporated in the Design Development Phase.

DESIGN DEVELOPMENT PHASE - (2) Owner Meetings, (1) GMP Review Meeting, (1) Board Meeting, (1) Community Engagement Meeting

- A. Based on the approved Schematic Design Documents, further develop site plans, building plans, building sections, exterior elevations, and details for the Project.
- B. Further develop main components of civil, landscape, structural, mechanical, electrical, plumbing, fire protection, interior finishes and other specialty systems for the facility.

- C. Meet with the Owner and CMR to review materials, equipment and product selections. **One (1) Owner Meeting.**
- D. Prepare and present to the Owner and Construction Manager, for the Owner's approval and the CMR's review, Design Development Documents consisting of: **One (1) Owner Meeting.**
 - 1. Drawings – Site Plan, Building Plans, Exterior Elevations, Sections, and Details.
 - a. Develop diagrammatic layouts of building systems, such as structural, mechanical, electrical systems (as applicable), to fix and describe the size and character of the proposed systems.
 - 2. Digital Modeling or Perspective Sketches – refine as required by modifications to design (if applicable);
 - 3. Outline Specifications - Draft project specifications that identify major systems and materials and establish, in general, their quality levels.
 - a. Identify building materials, finishes and product selections
 - 4. List of Alternates – a written description of the proposed bidding alternates for the project.
 - 5. Provide a written general description of anticipated scope items, basic systems, and/or quality of materials, finishes, or equipment not otherwise detailed or described in the Design Development Documents to further describe the scope of the Project for the CMR to generate their Guaranteed Maximum Price (GMP) proposal for the Project.
 - 6. Cost Estimate - Refine Preliminary Estimate of Probable Construction Cost.
 - 7. Project Schedule
- E. Evaluation of CMR's Guaranteed Maximum Price Proposal
 - 1. Assist the Owner with review and evaluation of CMR's GMP proposal
 - 2. Participate in up to one (1) design/value engineering meetings, as needed, with Owner and CMR following preparation of the GMP Proposal as required to reconcile scope, quality and cost of Project. Additional meetings are available at the request of the Owner or CMR as an Additional Service. **One (1) GMP Review Meeting**
- F. Board Presentation, Community Engagement, and Approval
 - 1. Board of Trustees - Present Design Development Documents to Library Board of Trustees prior to Community Engagement meeting. **One (1) Board Meeting.**
 - 2. Community Engagement Meeting – Conduct community engagement meeting to share information and seek feedback from the community. **One (1) Community Engagement Meeting**
 - 3. Approval – Request the Owner's approval of the Design Development Documents. Revisions requested by the Owner, if any, will be incorporated in the Construction Documents Phase.

CONSTRUCTION DOCUMENTS PHASE – (2) Owner Meetings, (1) GMP Review Meeting

- A. Based on the approved Design Development Documents, further develop the drawings and specifications as required to secure a building permit and proceed with the bidding and construction of the Project.
- B. Prepare and present to the Owner and Construction Manager, for the Owner's approval and the CMR's review, Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for construction of the Work. The touchpoints for progress review of documents shall be as follows:
 - 1. 50% completion of Construction Documents. **One (1) Owner Meeting.**
 - 2. Plan Check/Bidding Documents. **One (1) Owner Meeting.**
 - 3. Final Construction Documents
- C. Assist Owner with review and evaluation of CMR's estimate. **(1) GMP Review Meeting**
- D. Building Permit – Submit the application for a building permit, monitor the plan review process, and respond to plan review comments. Incorporate plan review comments, if any, in the Construction Documents.

BIDDING PHASE - One (1) Pre-Bid Meeting.

During the bidding and award process, the WAN+WA Team will provide information and input to the Owner and Construction Manager, as follows:

- A. Issue Construction Documents to the CMR or print house for distribution of documents to bidders.
- B. Issue Addenda as necessary to interpret or clarify the Construction Documents.
- C. Evaluate substitution requests in accordance with procurement substitution procedures.
- D. Attend up to one (1) Pre-bid Meeting. **One (1) Pre-Bid Meeting.**

- E. Assist the Owner and CMR with review and evaluation of bids for the Project.

CONSTRUCTION ADMINISTRATION PHASE - (15) OAC/Site Visit Meetings, Up to (3) Substantial Completion and (3) Final Completion Visits, (1) Post-Occupancy Evaluation, (1) ten-Month Warranty Walk-through

- A. Pre-Construction Project Kick-off and Planning Meeting with Owner and CMR
- B. On Site Project Meetings with Owner, Architect and CMR (OAC) – Attendance at up to fifteen (15) on-site OAC Project Meetings combined with a site observation visit to become generally familiar with the progress and quality of completed construction work for general compliance with Construction Documents. Architect's attendance at additional OAC meetings and/or additional site observation visits shall be considered an Additional Service. **(15) OAC/Site Visit Meetings.**
 - 1. The Owner anticipates that the duration of the Construction Phase for the Project will be seven months; OAC Meetings will occur approximately every other week for the duration of the Construction Phase. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through thirty (30) days following date of Architect's issuance of a Certificate of Substantial Completion.
 - 2. Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- C. Request for Information (RFI's) - The Architect shall review and respond to written Requests for Information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- D. Submittals and Shop Drawings - The Architect shall review of Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and process Contractor's Submittals and Shop Drawings.
- E. Applications for Payment - The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- F. Changes to Construction Documents - The Architect shall maintain records of changes to the Construction Documents (related to RFI's, Bulletins, ASK Drawings and other changes issued by the Design Team) and update Construction Documents as changes are made. The CMR and not the Architect is responsible for documenting as-constructed record drawings
- G. Substantial and Final Completion – The Architect shall conduct inspections with Owner and CMR to prepare a Punch List of items to be repaired or completed, determine the date or dates of Substantial Completion and the date for final completion, issue Certificates of Substantial Completion, receive from the CMR and transmit to the Owner warranties and other close out materials, and issue a final Certificate for Payment. **Number of visits as indicated in final B133 Agreement.**
- H. Post Occupancy Evaluation – Approximately 30 days after the Owner takes occupancy, meet with the Owner to observe and evaluate the Project. **One (1) Post Occupancy Evaluation**
- I. Warranty Walk-through - The Architect and Owner shall conduct a 10-month walk-through of the facility to determine any outstanding warranty items and identify items to be repaired or corrected. **One (1) Ten-Month Warranty Walk-Through.**

SCOPE OF SERVICES - ADDITIONAL SERVICES

Additional Services are any services which are not defined as Basic Services under this proposal. Additional Services will be provided only when authorized in writing by the Owner. Additional Services may include, and are not limited to the following:

- A. Building Programming beyond the scope outlined above in the Project Definition section of the Schematic Design Phase. It is our understanding that the Owner will provide the current Building Program prior to commencement of the Project.
- B. Multiple Preliminary Designs beyond the three (3) preliminary design concepts outlined in the Schematic Design Phase.

- C. Physical Models, if requested by the Owner, will be provided as mutually agreed in writing by the Architect and Owner.
- D. Eco Charrette – If requested by the Owner, the WAN+WA Team will conduct an in depth, full day meeting with the Owner (design committee and facilities/operations staff), CMR and Design Team to review in detail the LEED checklist and determine the likelihood of the Project achieving each applicable LEED credit and ultimately LEED Silver or LEED Certification. We will also identify strategies for incorporating these LEED or other sustainable design alternatives into the Project.
- E. LEED Certification.
- F. Detailed Cost Estimating beyond what is described as a Basic Service.
- G. Telecommunications/Data Design and Security beyond what is described as Basic Services. It is our understanding the Owner will directly retain these specialty consultants who will determine the design of these systems and provide infrastructure and other requirements and product specifications to the Architect to incorporate in the Contract Documents.
- H. Additional meetings and/or site visits beyond the quantities identified in this proposal as Basic Services.
- I. Other items identified in Article 4 as Additional Services.

PROFESSIONAL SERVICE FEES

BASIC SERVICES

The Architect's base fee for Basic Services as described above, is a stipulated sum of **One hundred Fifty-one thousand Nine hundred Ninety-two dollars (\$151,992.00)**, equaling **9.00%** of the estimated Construction Budget.

If the Construction Budget is increased during the project definition, schematic design phase or subsequent phases, or the scope of work should materially increase during the course of the Project, we will review the impact of the proposed changes on our services and negotiate a fee adjustment to the mutual satisfaction of the Cleveland Public Library and Williams Architects.

The compensation for the Basic Services fees for each phase of services shall be as follows:

1. Schematic Design Phase (includes Project Definition)	15%
2. Design Development Phase	15%
3. Construction Documents Phase	35%
4. Bidding Phase	5%
5. <u>Construction Administration Phase</u>	<u>30%</u>
Total Basic Services - Building	100%

Williams Architects will invoice the Library monthly based on the progress of our services, including Basic Services, Additional Services and Reimbursable Expenses.

ADDITIONAL SERVICES

Unless mutually agreed otherwise, compensation for Additional Services shall be provided on an hourly basis in accordance with Williams Architect's Rate Schedule included in this Proposal.

HOURLY RATES

Any Basic Services performed on an hourly basis, and Additional Services requested in writing by the Owner for work not included as a Basic Service, shall be provided on an hourly basis at the rates listed below. Our consultant's rate schedules vary for each consultant, but they are generally comparable to our own.

**WILLIAMS ARCHITECTS
RATE TABLE**

Principal II	\$ 236.00/Hour
Principal I	\$ 217.00/Hour
Associate Principal.....	\$ 200.00/Hour
Senior Associate/Senior Project Mgr.....	\$ 196.00/Hour
Associate / Project Manager	\$ 179.00/Hour
Architect III	\$ 158.00/Hour
Architect II	\$ 146.00/Hour
Architect I	\$ 131.00/Hour
Senior Project Coordinator II.....	\$ 158.00/Hour
Senior Project Coordinator I.....	\$ 146.00/Hour
Project Coordinator IV.....	\$ 119.00/Hour
Project Coordinator III	\$ 109.00/Hour
Project Coordinator II	\$ 92.00/Hour
Project Coordinator I.....	\$ 80.00/Hour
Project Technician II.....	\$ 62.00/Hour
Project Technician I	\$ 48.00/Hour
Aquatic Engineer II	\$ 188.00/Hour
Aquatic Engineer I	\$ 144.00/Hour
Director of Marketing.....	\$ 176.00/Hour
Marketing Coordinator.....	\$ 127.00/Hour
Accounting.....	\$ 169.00/Hour
Secretarial.....	\$ 119.00/Hour
Clerical	\$ 84.00/Hour
Director of Interior Design.....	\$ 160.00/Hour
Interior Designer V	\$ 125.00/Hour
Interior Designer IV	\$ 105.00/Hour
Interior Designer III.....	\$ 82.00/Hour
Interior Designer II.....	\$ 69.00/Hour
Interior Designer I.....	\$ 48.00/Hour

In addition to our proposed fees, we recommend the Library maintain an Owner Contingency fund within the overall Project Budget to allow for the potential of Additional Services and unforeseen conditions, etc. not included herein.

REIMBURSABLE EXPENSES

In addition to our professional services listed above, we shall also invoice the Owner for our reimbursable expenses at our direct cost. Reimbursable expenses include project-related expenses such as:

- A. Transportation, lodging and subsistence for authorized out-of-state travel;
- B. Fees paid for securing approval of authorities having jurisdiction over the Project;
- C. Printing, reproductions, plots, standard form documents, electronic documentation transfer and project related supplies;
- D. Postage, handling and delivery;
- E. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- F. Architect’s and Architect’s Consultants’ expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect and the Architect’s Consultants.

With the exception of bid and permit documents, we anticipate that the majority of the documents created in conjunction with our scope of work will be transmitted electronically. We suggest the Owner establish an allowance of \$7,600 for reimbursable expenses, excluding Item F, and an allowance of \$12,000 for Item F. Should reimbursable expenses exceed these allowances, the Architect will obtain the Owner’s written approval prior to incurring said expenses.

PROPOSAL QUALIFICATIONS

This proposal is based on the following assumptions and qualifications:

- A. The Library shall provide existing conditions drawings, site surveys, environmental reports, community engagement notes and other available information for our use in developing the documents. Prior to the Kick-off meeting, the Library shall provide the Building Program and existing drawings for the site and building.
- B. We include in our Basic Services up to the following quantity of meetings with local authorities having jurisdictions. Additional meetings will be provided as an Additional Service.
 - 1. City of Cleveland Building officials (preliminary plan review) – Up to one (1) meeting.
 - 2. City of Cleveland Zoning officials (preliminary zoning review) – Up to one (1) meeting.
 - 3. City of Cleveland Near West Side (Tremont) Review Board – Up to two (2) meetings.
 - 4. City of Cleveland Planning/Zoning Commission – Up to one (1) meeting.
 - 5. City of Cleveland Landmarks Commission – Up to two (2) meetings.
- C. Our assumption in preparing this fee proposal is that multiple meetings, such as Owner Meetings, Board Meetings, Community Engagement Meetings and/or review meetings with local authorities, whenever possible, will occur on the same day or on adjacent days.
- D. We anticipate the construction phase will take approximately seven (7) months. All Basic Services, with the exception of the Ten-Month Warranty Walkthrough, shall conclude sixty (60) days beyond the Substantial Completion and not later than eight (8) months after the start of construction.
- E. We include one set of bid documents and one bid phase for building construction in this proposal.
- F. This proposal is based on the assumption that a Construction Manager will provide full Preconstruction and Construction Phase services, including cost estimating, value engineering, scheduling, bid packaging and trade contractor contract requirements.
- G. This proposal is based on the “professional standards” for architectural services provided by similar firms performing similar services. The client understands that in the course of producing these documents, imperfections and inconsistencies may occur.
- H. We shall be compensated for all alternate bid items drawn that increase the scope of the project and approved change orders that are not caused by imperfections and inconsistencies in the contract documents prepared by our firm.
- I. As-Constructed Record Drawings shall be prepared by the Construction Manager and provided to the Architect and in electronic format. As part of Basic Services, the WAN+WA Team will compile the As-Designed Record Drawings and As-Constructed Record Drawings and provide the Owner with final Record Drawings for the Project.
- J. The following items or services are not part of our Basic Services, but can be provided as an Additional Service:
 - 1. Preparation of materials and presentations in connection with Zoning Variances.
 - 2. Fast track construction (multiple bid releases beyond one building construction release).
- K. This Proposal, dated 9/20/19, replaces Williams Architects’ previous Proposal dated 9/19/19.

We appreciate this opportunity to provide this proposal for the Jefferson Branch Renovation and Addition Project. We are looking forward to getting started on the Project!

Cordially,



Mark S. Bushhouse, AIA, LEED AP
President/Managing Principal



Nancy Thomas Weir, AIA, LEED AP BD+C
Senior Project Manager

END OF EXHIBIT A



6555 Carnegie Ave.
Cleveland, OH 44103

P 216 752 8750

September 23, 2019

Mr. Jeremiah Swetel, FMP
Chief Operations Officer
Cleveland Public Library
Jeremiah.swetel@cpl.org

Cleveland Public Library – Walz Branch
Fee Proposal for Architectural & Engineering Services – Revised 2

Dear Jeremiah,

Our collective team of Bialosky and Robert P Madison International, appreciates the opportunity to submit this fee proposal to you for the Architectural and Engineering services required for the construction of the new CPL Walz Branch Library.

Our understanding of the basic project scope for the Walz Branch is that the existing branch library on the site will be demolished in its entirety and replaced with a new 14,000 square foot branch, which will be at the ground floor of a mixed-use development with housing above. The total project cost is \$6,900,000, with an estimated construction budget of \$5,703,000.

Base Scope of Services

- Architecture
- MEP Engineering
- Structural Engineering
- Fire Protection Engineering
- Community Outreach (4 sessions)
- Programming
- Multiple Preliminary Designs
- BIM
- Civil Engineering
- Landscape Design
- Architectural Interior Design
- Cost Estimating (SD, DD & CD)
- On-Site Representation (per part 4.3.3)
- As-Designed Record Drawings
- Post Occupancy Evaluation
- Telecommunication/Data Design
- Security Design
- FF&E

TOTAL PROPOSED BASE FEE: \$520,000.00

Additional Scope of Services

Measured Drawings	N/A, assuming existing drawings are available
Existing Facilities Surveys	N/A, assuming existing drawings are available
Site Evaluation	N/A, assuming existing site is reused
Value Analysis	N/A, assuming basic value analysis scope
Conformed Construction Documents	N/A, assuming basic scope
As-Constructed Record Drawings	N/A, assuming basic scope
LEED Design Fees (Registration NIC)	\$57,000
Community Outreach (2 during CA)	\$4,800

Additional Scope of Services Related to Housing Project Above

Coordination w/ Additional Architect	\$57,000*
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*This fee only applies if Bialosky/RPMI is not the architect selected for the housing project

TOTAL PROPOSED ADDITIONAL SERVICES FEE: \$118,800.00*

Reimbursables

Out-of-Town Travel and Subsistence	\$5,000
Plan Review Fee for Permit	TBD
In-House Printing	\$3,000
Owner & City Requested Printing	\$5,000
Parking at CPL Main	\$300

Assumed Owner Consultants

- Site Survey
- Hazardous Materials
- Geotechnical
- Special Inspections
- Enhanced Commissioning

Thank you for your consideration in reviewing this proposal. If you have any suggestions for modifying it to better suit your needs, feel free to contact me at any time.

Respectfully submitted,



Aaron Hill, AIA
Principal
Bialosky Cleveland
ahill@bialosky.com
216-767-2064



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3142 Prospect Ave E
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Revised September 20, 2019

September 13, 2019

Jeremiah Swetel
Chief Operations Officer
Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CLEVELAND PUBLIC LIBRARY – WEST PARK BRANCH – ADDITION AND RENOVATION
VOCON PROJECT #: 190622.00**

Dear Jeremiah:

Based on your request for Vocon to complete Design and Implementation Services for the Cleveland Public Library (CPL) – West Park Branch Project, please find herein our Proposal for Professional services. We have organized this Proposal into (04) parts; Part I identifies Project Overview, Part II describes Professional Services, Part III defines the anticipated Project Schedule and Part IV addresses Compensation.

PART I - PROJECT OVERVIEW

Vocon is excited to begin working with CPL as they begin to implement their Master Plan. We understand that there are Design Principles that CPL will want to use as touchstones throughout the renovation process. These principles include the following: Reorganize, Rebalance, Reconfigure, Remove, Reveal and Retain. Vocon will work with CPL to revisit these touchstones regularly. The following points are provided to summarize some of the data we have been discussing.

- a) The West Park Branch of the CPL is located at 3805 West 157 Street, Cleveland, Ohio 44111.
- b) The original West Park Branch Architect was: Walker & Weeks (1928); the building was renovated by Carlson, Englehorn (1978). The building is not on the historic register.
- c) The existing building has approximately 14,800 square feet.
- d) The Total Project Budget is approximately \$5,000,000. This budget will be broken down as is indicated in the CPL Cost Summary dated 8-21-19 and provided to Vocon on 9-10-19.
- e) The 1970's addition will be demolished and replaced with a new 2,500 sf addition.
- f) An elevator will be installed to allow ADA access the lower level.
- g) The historic entry off W. 157th Street will be reactivated.
- h) The dropped ceiling will be removed to reclaim the historic vaulted ceilings.
- i) Opportunities for expanded parking will be explored as part of the project site studies.
- j) The Library will require all new library shelving, furniture and millwork.
- k) There is a preference that the Library remain open throughout the construction process.
- l) Deferred Maintenance items as identified by CPL will be part of this renovation project.
- m) Owner Responsibilities will include, but will not be limited to:
 1. Construction Manager engagement
 2. Geotechnical Engineer/Testing engagement
 3. Land Surveyor engagement
 4. Provide existing drawings for the Walker and Weeks structure and the 1970's addition in electronic format.
 5. Provide a space program, that Vocon will review/verify the program with the CPL team.
 6. Provide the standards that CPL has developed and that will apply to this project.



PART II – PROFESSIONAL SERVICES

A. PROFESSIONAL ARCHITECTURAL/INTERIOR DESIGN AND ENGINEERING SERVICES

1. PROGRAM VALIDATION/COMMUNITY ENGAGEMENT/CONCEPT DESIGN

- a) Vocon will schedule a Project Kick-Off Meeting with CPL Representatives to discuss Project goals and objectives, Team member roles and responsibilities, Project decision-making process, Project Budget and Schedule Review, and Review Project information completed to date.
- b) Vocon will attend one Kick-off meeting with CPL to discuss community engagement that has been performed and to plan what the Staff/Community Engagement will look like.
- c) Vocon will lead up to (02) Programming Validation Meetings with Project Team and/or Staff Leaders to validate CPL provided program requirements.
- d) Vocon will attend one Staff Kick-off Meeting early in the Concept Design Phase.
- e) Vocon anticipates (02) design meetings with the CPL and CM team during Concept Design.
- f) Vocon will attend two Community concept meetings at the mid-point of the Concept Phase to discuss the potential of the branch, what works, what doesn't, including inspiration /precedent images.
- g) Vocon will research Zoning/Planning regulations applicable to the site and prepare a written report summarizing restrictions related to setbacks, parking, landscaping, signs, building design and development/design review processes.
- h) Vocon will field verify the existing facility based on the CPL provided existing drawings. We will review the suggested deferred maintenance items and existing conditions as compared to the proposed program.
- i) Based on your Programming/Visioning requirements for initial/ future growth and Zoning/Planning regulations, Vocon will complete up to (03) Concept Design Alternatives that address the interior and exterior of the building, the addition and the site plan.
- j) As part of the Concept Phase, the team will consider LEED Silver criteria as a design goal. During the Phase the team will review the LEED Score Card to determine if the project will be able to earn enough points to achieve LEED Silver.
- k) Construction Phasing Plans will be considered during the Concept Phase.
- l) Vocon will provide cost estimating services that parallel the CM cost estimates during the Concept Phase.
- m) Vocon will begin to identify alternates (Add and Deduct) to help maintain the project budget.

2. SCHEMATIC DESIGN

- a) Based on the approved Program and the selected Concept Design, Vocon will develop a site plan, exterior elevations, and interior space plans. Preliminary selection of major interior and exterior building materials will be made during this phase.
- b) The Design Team shall engage CPL, the designated CM and Engineers to begin a dialogue regarding the site development, structural building components and mechanical/electrical/technology systems.
- c) Vocon anticipates (02) design meetings with the CPL and CM team.
- d) Vocon will attend one Staff Review Meeting in the latter part of the Schematic Design Phase.
- e) Vocon will attend one Community Review meeting at the completion of the Schematic Design Phase.
- f) Based on Schematic Design comments, Vocon will prepare up to (02) modifications of the Schematic Design Package to obtain final CPL approval.
- g) Construction Phasing Plans will continue to be developed during the Schematic Design Phase.
- h) Vocon will coordinate a preliminary meeting with designated municipality to formally introduce the Project and obtain initial feedback related to the site layout and architectural building character.
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the Schematic Design Phase.
- j) Vocon will continue to identify alternates (Add and Deduct) to help maintain the project budget.
- k) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- l) Entitlements/Public Approvals
 - A) Vocon will work with the Project Consultants to prepare a City Entitlement package for approval.
 - B) Package will include site plans, floor plans, elevations, building sections (if required) renderings, materials boards, and site lighting concepts. We will assemble the information and applications and submit to secure a position on the entitlement agenda.



- C) Vocon will attend the public meetings to attain the required public approvals for the Project. Vocon assumes that approvals will be obtained with not more than (2) submissions.

3. DESIGN DEVELOPMENT

- a) Based on Schematic Design Documents approval, CPL's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Vocon shall prepare a comprehensive Design Development package for CPL review and approval. This package will include site plans, building floor plans, building sections, exterior/interior elevations, perspectives, material boards, floor plans, furniture plans, partition layouts, door locations, finish plans and ceiling plans/lighting solutions.
- b) Construction Phasing Plans will continue to be refined in the Design Development Phase.
- c) The Design Development Documents will also include outline specifications that identify major materials, systems and establish, in general, their quality levels.
- d) Vocon anticipates (02) design meetings with the CPL and CM team.
- e) Vocon will attend one Staff Review Meeting at the latter part of the Design Development Phase.
- f) Vocon will attend one Community Review meeting at the completion of the Design Development Phase.
- g) Based on Design Development comments, Vocon will prepare up to (02) modifications of the Design Development Package to obtain final CPL approval.
- h) Vocon will meet with Building Department Officials in a preliminary meeting to discuss compliance with local building codes, fire codes and other regulations applicable to the Project.
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the DD phase.
- j) Vocon will continue to identify alternates (Add and Deduct) to help maintain the project budget.
- k) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- l) During Design Development Phase, we will work closely with CPL to determine the scope of the new furniture to be purchased.
 - 1. Vocon will work with CPL to establish the overall look and feel of the proposed furniture package by using precedent images to guide the specifications.
 - 2. Vocon will develop a comprehensive furniture plan that identifies new furniture to be incorporated into the design solution. Furniture plans will include all furniture locations tagged to the specifications, will indicate critical dimensions and will coordinate electrical requirements.
 - 3. Vocon will select, specify and prepare bid documents for all new furnishings associated with the project. Vocon will establish a Basis of Design and two equal products as part of the bid documents.
 - 4. Vocon anticipates (02) design/review meetings with the CPL and CM team.
 - 5. During the bidding process, Vocon will assist CPL with the bid solicitation from a maximum of (03) furniture vendors. We will tabulate the bids and evaluate the specified alternates only.
 - 6. Vocon will review the final furniture quote provided by the furniture dealer on behalf of CPL and provide comments prior to order.
 - 7. Vocon will review the furniture installation in field and will send a list of any issues or concerns to the furniture dealer and CPL for further review and coordination.

4. ARCHITECTURAL CONSTRUCTION DOCUMENTATION

- a) Prepare Architectural Construction Documents for permitting and construction to include construction plans, construction phasing plans, ceiling/lighting plans, door/frame/hardware schedules, finish plans and schedules, millwork plans and details, elevations, sections and architectural details.
- b) Coordinate architecture/interior design efforts with HVAC, electrical, plumbing, technology, structural and civil engineering documents prepared by Project Engineers.
- c) Project Alternates will be confirmed and identified in the construction documents.
- d) Vocon anticipates (02) document review meetings with the CPL and CM team. These will be at the 60% and 90% completion of the Construction Documents.
- e) Vocon will attend one Staff Review Meeting at the latter part of the Construction Document Phase.
- f) Vocon will attend two Community Review meetings at the completion of the Construction Document Phase.
- g) Prior to submission to the Designated Building Department, Vocon will coordinate a thorough document review with CPL, Project Engineers and CM.
- h) Vocon will meet with Building Department Officials to establish compliance with local building codes, fire codes and other regulations applicable to the Project.



5. GMP PHASE SERVICES

- a) A single GMP set will be issued at 60% completion of CD's and a Prose Statement will be issued as a part of the GMP documents.
- b) Vocon will respond to contractor questions
- c) Vocon will attend (01) scope review meeting for each bid package that is reviewed by the CM during the GMP process. The number of scope review meetings will not exceed (10) meetings.

6. ARCHITECTURAL CONSTRUCTION ADMINISTRATION

- a) At the beginning of the Construction Phase, Vocon will issue a conformed "For Construction" set of documents. This set will incorporate the responses to bidding RFI's.
- b) Vocon will attend up to (02) on-site Project meeting per month, for what is anticipated to be a maximum of a 12-month construction duration to confirm that work is proceeding in accordance with the Construction Documents.
- c) Vocon will review and approve the CM Applications for payment
- d) Vocon will provide interpretation and clarification to the Construction Documents and respond to issues arising throughout construction.
- e) Vocon will review Contractor submittals including shop drawings, product data sheets and material/finish samples for conformance with Construction Documents.
- f) Prepare required project bulletins and make recommendations on possible revisions to the project budget and schedule
- g) Once substantial completion has been established, we will schedule an on-site meeting to develop and publish (01) Project punch list
- h) Vocon will coordinate with the CM to review the completion of punch list items and secure a Certificate of Occupancy.
- i) Vocon will provide "As Designed Record Drawings" at the completion of construction. The set of documents will include the drawing information generated during the construction phase.
- j) Vocon will attend a Post Occupancy Evaluation Meeting with CPL, the Vocon Design Team and the Construction Team to review the project and the "Lessons Learned".

7. MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION & CIVIL ENGINEERING

Karpinski Engineering and. will provide MEPFP and Civil Engineering services as outlined in Attachment A.

8. LANDSCAPE ARCHITECTURE

DERU Landscape Architecture will provide Landscape Architecture services as outlined in Attachment B.

9. STRUCTURAL ENGINEERING

Barber & Hoffman, Inc. will provide Structural Engineering services as outlined in Attachment C.

10. AUDIO VISUAL & TECHNOLOGY DESIGN

Crescent Digital will be responsible for Audio Visual and Technology design services as outlined in Attachment D.

11. COST ESTIMATING

McGuinness Unlimited will be responsible for Cost Estimating services as outlined in Attachment E.



B. OPTIONAL/ADDITIONAL SERVICES

The following Optional/Additional Services are not included in the above-mentioned services but are available through Vocon and our Alliance Partners at an agreed upon lump sum proposal or hourly rate, as agreed to by CPL. This list includes but is not limited to:

1. Phase I & II environmental site assessments
2. Geotechnical Testing
3. Land Survey Services
4. As Constructed Record Drawings
5. Traffic studies/impact reports/surveys
6. Existing furniture inventory
7. Historic Preservation
8. LEED Administration and Coordination, including Energy Modeling.
9. Artwork/Accessory Coordination
10. Renderings, physical and virtual models, animated/video simulations, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project except as required to obtain public approvals as set forth in Section A.2. I). Entitlements/Public Approvals
11. Branding and Graphic Design Services
12. Acoustician/Sound Engineering Service
13. Multiple Bid Packages or Early Release Bid Packages.
14. Lighting Design Services beyond those considered as "Basic Services"
15. Additional meetings beyond those specified in this proposal
16. Structural Engineering Services for the reinforcement or replacement of existing framing due to deterioration of the existing structure
17. Attendance at Public Engagement Meetings by Engineering Consultants

PART III – PROJECT SCHEDULE

The proposed Project Schedule is itemized below. This schedule is preliminary and is based on information provided by CPL. Vocon anticipates that we will work with the CPL team and the Construction Manager to refine this schedule based on actual Project events.

1. Design Team is likely to be released to begin the Program Verification/Community Engagement/Concept Design Phase on or about October 3, 2019 (Note: The Design Schedule is planned for a duration of approximately 220 days)
2. Schematic Design will likely begin in early January of 2020
3. GMP process will likely occur in June/July 2020 (Assume that the Construction Documents are 50-60% complete)
4. Mobilizing for Construction will likely occur in September of 2020
5. Construction will likely begin in October of 2020
6. Construction will likely be complete by October 1, 2021



PART IV - COMPENSATION

Please find below our compensation by Consultant (See attached Vocon Proposed Fee Breakdown by Consultant for a detailed breakdown of the fees by Phase). We have provided an Allowance for Field Verification and an Owner Design Contingency at the request of CPL. The Allowance for Field Verification will be used if the project requires extensive field measurement and/or measured drawings beyond what is anticipated in the Basic Services fees. The Owner Design Contingency will be used based on agreement between CPL and Vocon for design services that were not anticipated due to unforeseen conditions or other unanticipated project events.

A. PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	FEES
1. VOCON – Architecture/Interior Design/Public Engagement (Mobius Grey)	\$239,000.00
2. Karpinski – MEPFP & Civil Engineering	\$72,300.00
3. Deru – Landscape Architecture	\$11,025.00
4. Barber & Hoffman – Structural Engineering	\$18,400.00
5. Crescent Digital – Audio Visual and Technology Design	\$20,520.00
6. McGuiness Unlimited – Cost Estimating	\$12,000.00
TOTAL PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	\$373,245.00
1. Owner Design Contingency (5% of Professional Service Fees)	\$21,000.00
2. Field Verification Allowance	\$1,600.00
3. Estimated Reimbursables	\$6,550.00

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows and as enumerated in the Agreement between Owner and Architect: transportation and authorized out of state travel and subsistence; reasonable fees paid for securing approval of authorities having jurisdiction over the Project; printing, reproductions, plots, standard form documents; postage, shipping, handling and delivery; renderings, physical and virtual models, animated/video simulations, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project (not included in fee); Fees for LEED registration and certification. All expenses shall be billed to Cleveland Public Library based on 1.0 times actual cost.

B. Optional/Additional Services

Compensation for any Optional/Additional Services will be based on either a lump sum proposal or upon the following hourly rate schedule for Vocon Services. Rate Schedules for Engineering Services are provided in separate schedules:

Principal	\$345.00	Project Architect	\$140.00
Director	\$225.00	Sr. Tech. Proj Designer 1	\$135.00
Sr. Project Director	\$225.00	Tech. Proj. Designer	\$130.00
Design Director	\$200.00	Sr. Proj. Designer 1	\$120.00
Assoc. Design Director	\$180.00	Project Manager	\$120.00
Project Director	\$180.00	Architect	\$115.00
Sr. Proj. Manager	\$180.00	Proj. Designer	\$115.00
Sr. Proj. Architect	\$165.00	Workplace Strategist	\$115.00
BIM Specialist	\$155.00	Designer	\$ 85.00
Sr. Tech. Proj. Designer	\$150.00	Intern - Co-op	\$ 75.00
Sr. Proj. Designer	\$140.00		



We appreciate the opportunity to work with you and look forward to your review of our Proposal. We understand that the approved proposal and the Owner Architect Agreement will have to be approved by the CPL Board of Trustees. If you should have any questions regarding this Proposal, please do not hesitate to contact Laura Rees or Lisa Dye directly.

VOCON PARTNERS, LLC:

September 20, 2019

Signature

Date

Debbie Donley, Principal

Printed Name and Title



Phase	Karpinski MEP	Karpinski Civil	Deru	McGuiness	Barber & Hoffman	Crescent Digital	Mobius Grey	VOCON	Totals
Program-Public Engagement-Concept Design	\$2,750.00	\$1,100.00	\$3,200.00	\$1,500.00	\$920.00	\$4,200.00	\$4,000.00	\$26,400.00	\$44,070.00
Schematic Design	\$5,500.00	\$2,600.00	\$1,825.00	\$3,600.00	\$1,840.00	\$5,400.00	\$3,000.00	\$40,350.00	\$64,115.00
Design Development	\$11,000.00	\$4,900.00	\$1,800.00	\$6,000.00	\$5,520.00	\$8,400.00	\$3,000.00	\$40,850.00	\$81,470.00
Construction Documents	\$8,250.00	\$4,500.00	\$1,800.00	\$900.00	\$5,520.00		\$2,000.00	\$57,300.00	\$80,270.00
GMP Services	\$13,750.00	\$2,300.00	\$1,200.00		\$920.00	\$2,520.00		\$4,800.00	\$25,490.00
Construction Services	\$13,750.00	\$1,900.00	\$1,200.00		\$3,680.00			\$57,300.00	\$77,830.00
Sub Total 1	\$55,000.00	\$17,300.00	\$11,025.00	\$12,000.00	\$18,400.00	\$20,520.00	\$12,000.00	\$227,000.00	\$373,245.00
Owner Design Contingency									\$21,000.00
Field Verification Contingency									\$1,600.00
Sub Total 2									\$395,845.00
Reimbursables	\$500.00	\$300.00	\$350.00	\$300.00	\$300.00	\$300.00	\$300.00	\$4,200.00	\$6,550.00
Totals with Reimbursables	\$55,500.00	\$17,600.00	\$11,375.00	\$12,300.00	\$18,700.00	\$20,820.00	\$12,300.00	\$231,200.00	\$402,395.00



September 11, 2019

Ms. Laura Rees
Vocon
3142 Prospect Ave.
Cleveland, Ohio 44115

Subject: Cleveland Public Library (CPL) – West Park Branch

Ms. Rees,

Thank you for the opportunity to provide our proposal for professional engineering services for this project.

SCOPE OF PROJECT

It is our understanding that the project consists of performing professional engineering services for the renovation of the West Park Branch building at 3805 West 57th Street, Cleveland, Ohio. Work scope includes demolition of the 1978 addition, and a new addition in its place.

Throughout this proposal, engineering systems, equipment and components are generally referenced as “Building systems” and related scope is described in greater detail under Basic Services. The term “Mechanical” generally references HVAC, Plumbing and Fire Protection.

The professional engineering services included in this proposal are:

1. Heating, Ventilating, and Air Conditioning (HVAC)
2. Plumbing
3. Fire Protection
4. Electrical
5. A separate Civil Engineering fee proposal is being provided.

This proposal is based upon the following:

1. CPL’s RFQ and Addenda.
2. CPL’s master plan summary.
3. New construction area is 2,500 square feet.
4. Renovated construction area is 14,800 square feet (minus the small area of demolition mentioned above).
5. Estimated total construction cost is \$3,800,000.00.
6. The scope and services summarized within this proposal, as well as the summary of services not included.
7. Timely receipt of information required as summarized in this proposal.

BASIC SERVICES

The following is included as part of our basic services for the proposed project:

1. Expenses necessary for the normal exchange of information, including standard electronic media and standard delivery methods.
2. A fixed number of meetings, site visits and construction observation visits, as defined herein.
3. Coordination with your office to support timely project delivery which may include design requirements, approvals, intermediate reviews and quality checks as necessary to complete our scope of work per the project schedule.
4. Demolition scope will include the provision of demolition drawings and specifications of adequate detail to define Contractor work scope. Due to concealed conditions, demolition scope will not be comprehensive and may only include performance specifications to make areas safe for general demolition by Contractors.
5. Documentation of Building systems energy code compliance.
6. Fire Protection systems including:
 - a. Service entrance modifications if required, layout of fire protection equipment, main piping layout (interior to five feet outside building footprint) and riser diagrams. Specifications and branch piping installation requirements will be performance based.
 - b. Specialty Fire Protection systems (IT rooms, etc.).
7. Plumbing systems including:
 - a. Service entrance modifications if required, layout of domestic water equipment, piping layout (interior to five feet outside building footprint), plumbing fixtures and provisions for point of use equipment.
 - b. Sanitary waste, vent and storm water removal system modifications if required (interior to five feet outside building footprint).
 - c. Natural gas system including service entrance modifications if required, piping layout (interior to five feet outside building footprint) and provisions for point of use equipment.
8. HVAC systems including:
 - a. Layout of distribution equipment, ductwork, piping and terminal equipment.
 - b. Temperature Control / Building Automation systems for the control and monitoring of HVAC system functions.
9. Electrical systems including:
 - a. Electric and telecommunication utility company conduit modifications if required, site lighting and site power.
 - b. Lighting systems, with fixtures and layouts selected by Architect and Engineer.
 - c. Lighting Control systems.
 - d. Power Distribution system new and / or modifications if required.
 - e. Grounding system modifications if required.
 - f. Branch Circuit system including receptacles and equipment connections.

- g. Fire Alarm system – new and / or modifications if required.
 - h. Conduit and Rough-in Box Systems for Low Voltage / Technology systems. We assume device layouts and related contract drawings are provided by the Technology Engineer. We will coordinate power and rough-in requirements and reference their drawings for locations.
10. Voice, Data and related low voltage cabling are not a part of the scope. We will provide conduit and rough-in box systems only based upon the premises design documents furnished by the Owner's Technology Consultant or System Vendor.
11. Audio / Visual systems and related low voltage cabling are not a part of the scope. We will provide conduit and rough-in box systems only based upon the premises design documents furnished by the Owner's Audio / Visual Consultant or System Vendor.
12. Security Surveillance (CCTV), Access Control and Intrusion Detection / Theft Prevention systems and related low voltage cabling are not a part of the scope. We will provide conduit and rough-in box systems only based upon the premises design documents furnished by the Owner, Owner's Security Consultant or System Vendor.
13. Probable Costs of Construction - We assume a Construction Manager will be retained by the Owner and will be responsible for cost estimating of the Building systems. For review of budgets or probable costs of construction prepared by others, and for our parallel cost estimates, our developed costs will represent our professional judgment based on current market conditions and our knowledge of the project as outlined by your office. It must be recognized that we have no control over the following: the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, we do not warrant or represent that bids or negotiated prices for this project will not vary from our estimates.
14. BIM Engineering Model Deliverables - Karpinski Engineering has established a baseline of services that will be provided as part of our Building Information Modeling (BIM) deliverable package. Based upon the needs of the project, some components may warrant greater attention to detail, receiving priority over those where the same focus is not justified. The following outlines the expectations of our engineering model as included in our baseline services:
- a. Our standard level of development (LOD) that will be provided with Construction Documents is similar to LOD 300 as described in the AIA Document *G202-2013 Project Building Information Modeling Protocol Form*.
 - b. Commitment to LOD 300 is dependent upon the following:
 - i. We are provided with a similar or higher LOD architectural and structural model.
 - ii. A BIM Implementation Plan is defined prior to the commencement of work defining project schedule, model exchange schedule, model element authoring and coordination of shared devices.
 - c. Exceptions to LOD 300 are as follows:
 - 1) The LOD will correlate to the detail expected per associated project deliverables described in the schematic design, design development, and construction documents sections.
 - 2) Our engineering model is to be considered diagrammatic due to graphic limitations, such as actual spacing of piping or true scaling of devices, which may need to be altered to allow for legibly printed documents. Final routing of all systems and services is the

- responsibility of the Contractors and must be evaluated by the Contractors prior to fabrication and installation.
- 3) The engineering model will only account for the manufacturers used as the basis of design. If another manufacturer is provided, the alternate dimensions and clearance requirements for that equipment is the responsibility of the Contractors.
 - 4) The engineering model is not to be considered as reflecting as-built conditions for existing areas. The design information identifies general points of connection to existing installations and approximate pathways of existing services. Contractors are required to field verify pathways and dimensional constraints to accommodate existing conditions.
- d. The coordinated engineering model submitted with Construction Documents is not intended to be a clash free model.
- 1) It is assumed that a Construction Manager or the Architect will be the administrator of clash detection reports and meetings to facilitate the construction model.
 - 2) A physical clash detection report generated by Karpinski Engineering (using a BIM management software such as Navisworks) can be provided as an additional service.
 - 3) Coordination of the engineering model beyond the level described will be considered an additional service.
- e. Engineering model elements will be populated with data to coordinate construction documentation annotation such as schedules, tags, and notes.
- 1) Incorporation of additional data into engineering model elements beyond Karpinski Engineering's customized Revit standards can be provided as an additional service.
- f. Attempts to coordinate installation details beyond what was agreed to during initial BIM planning, that will not affect bidding, and which is not consistent with construction means and methods, will be considered an additional service.
- g. The engineering model is not intended for use by Contractors as a construction and/or coordination model. Exact placement of equipment and devices are dependent on and affected by construction field conditions and therefore is the responsibility of the Contractors.
- h. We have included one BIM model exchange every two weeks. Should the client post model updates more frequently, we cannot guarantee they will be utilized. More frequent model exchanges will be considered an additional service.
15. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

SUPPLEMENTAL SERVICES

We have also included separate fees for the following Supplemental services:

1. Professional Lighting Design: A separate fee is provided for Professional Lighting Design which includes the following services for building façade and main entry area.
 - a. Selection of specialized Lighting Fixtures, coordinated with your office, including fixture cut sheets in PDF format.
 - b. Provision of photometric calculations and subsequent reports indicating illumination levels and maximum-to-minimum ratios.
 - c. Provision of 3-dimensional renderings of the proposed lighting design for the areas defined above.

2. A separate fee is provided for **LEED®** related engineering and design services. We will assist in the **LEED®** certification process as it pertains to the Building systems. We will perform the following LEED® services:
 - a. We will develop Building systems **LEED®** submission data in a format prescribed by the USGBC.
 - b. We will upload data to the project **LEED®** online web page. The data will be uploaded for a design phase review and a construction phase review should two uploads be required.
 - c. We will develop a Basis of Design document per the **LEED®** requirements.
 - d. Should an independent Commissioning Agent be retained, we will respond to their review comments.
 - e. We will respond to USGBC review comments related to our portion of the work.
 - f. It must be recognized that we have no control over the following: the Owner's use and operation of the Building systems, services provided by the Architect and other Consultants, work performed by the Contractors, or the interpretation of credit requirements by the certifying authority. Accordingly, we do not warrant or represent that the project will achieve the Sustainable Objective solely with respect to our scope of services.

3. A separate fee is provided for Energy Modeling services. We will perform Building systems energy modeling to assist in the evaluation of the Building systems alternatives and to demonstrate energy use reduction per the requirements of the **LEED®** certification process. Karpinski Engineering is not responsible for building envelope information input, including, but not limited to, insulation in walls, roofs, attics, floors over unconditioned spaces, glazing properties, wall areas, building/room/space areas, etc. The energy modeling effort includes the following:
 - a. Schematic Design Phase - Energy modeling will be directed toward the evaluation of building massing, envelop options, and architectural features.
 - b. Design Development Phase - Energy modeling will evaluate relevant Building systems and component alternatives. The building geometry will be set at this time. Architectural components, such as glazing and envelop alternatives may be evaluated in this phase.
 - c. Construction Documents Phase - The previously finalized and accepted building geometry, envelop design, and Building systems design will be utilized for this phase of modeling. The DD Phase energy model will be updated per the final systems design. The energy model data will be formatted per the **LEED®** documentation requirements. Since the final energy model must be based on the final equipment selection (motor sizes, airflow capacities, lighting levels, etc.) the final energy model will be uploaded to the project **LEED®** online webpage after the project design is complete and within 30 days of the project being issued for bidding.

4. **LEED®** Commissioning Services: Separate fees are provided for Professional Commissioning services which include the following:
 - d. The provision of fundamental commissioning per **LEED®** prerequisite requirements is excluded from the basic **LEED®** certification fee. A separate fee for this service is provided.
 - a. An additional fee for enhanced commissioning is also provided which includes effort by an independent commissioning agent, which is required to obtain this credit.
 - b. Services related to the **LEED®** credit for "Measurement & Verification", which consist of monthly evaluations of building systems operations over a ten month period, are not included. If requested, these services will be performed as additional services at our current hourly commissioning rates.
 - c. Should any commissioning services be accepted, we will provide a formal proposal outlining a detailed scope of services.

ADDITIONAL SERVICES

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services. The following items are not included in Basic Services and will be performed as additional services at our current hourly rates.

1. Services related to Building Information Modeling (BIM) beyond what is included in Basic Services.
2. The evaluation of existing HVAC systems or their upgrade for compliance with the requirements of ASHRAE 62 *Ventilation for Acceptable Indoor Air Quality*.
3. Energy modeling beyond what is included in Basic Services.
4. Special computer calculation services such as comparative energy and life cycle cost analyses of Building systems.
5. Services related to an Arc Flash risk analysis of the building's power distribution system as defined in NFPA-70E, Standard for Electrical Safety in the Workplace.
6. Complete, hydraulically calculated fire protection system documents.
7. Fire water storage tank design – should available fire water not be sufficient for fire protection purposes and on site fire water storage is required.
8. Site design of domestic water, fire protection and natural gas services, sanitary and storm sewer systems.
9. Special computerized simulation of daylight as required by applicable LEED® credits.
10. Evaluation of contractor proposed equipment substitutions.
11. Additional meetings and site visits in excess of those defined herein.
12. Requested field visits performed between the hours of 7PM and 7AM.
13. Additional studies or design work requested by your office or design services not customarily provided in accordance with generally accepted engineering practice.
14. Any redesign work required as requested by your office or the Owner.
15. Additional design work required for the preparation of alternates when the alternates require separate design documentation.
16. Services related to the compilation and submission of materials required for the application of tax credit or other incentive based programs on behalf of the Owner or other beneficiary.
17. Our basic scope of services applies to the preparation of construction documents for one construction bid package. The provision of multiple sets of documents for multiple construction bid packages is considered additional services.
18. Our basic scope of services applies to one continuous Construction Administration phase. Additional

engineering services and related design documentation or field visits required to support multiple construction phases are considered additional services.

19. We believe "value engineering" is a part of good engineering practice throughout the design phases of the project, and we will work with the entire design team in this effort. However, meetings, negotiations and redesign work required to reduce costs will be considered additional services.

SERVICES NOT INCLUDED

The following items are not included in our basic scope of services:

1. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.
2. The retention of the services of a contractor to assist in the verification of field conditions. Since we are not certified or approved to perform certain services, such as confined space entry (entering manholes), disassembling Building systems equipment, etc., it may be necessary to utilize the services of outside contractors.
3. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed in existing construction or incapable of investigation by reasonable and safe visual observation. We are not responsible for providing accessible openings in ceilings, wall, shafts, floors, etc.
4. Testing of contractor installed systems. We will review and comment on service manuals submitted by contractors.
5. The evaluation of existing structural conditions as related to the support of Building systems equipment, piping, conduit, etc., along with required structural modifications and/or solutions.
6. Documentation and application for code variances, appeals, or similar efforts including attendance at related meetings or hearings.
7. Obtaining permits.
8. Providing coordination drawings related to the construction trades.
9. Documentation of building envelope energy code compliance, including, but not limited to, insulation in walls, roofs, attics, floors over unconditioned spaces, glazing properties, wall areas, building/room/space areas, etc.
10. Special physical, numerical, or computerized modeling of site air flow and distribution as related to building pressurization, building air infiltration, control of exterior air contaminants and pollutants, or similar situations.
11. Photovoltaic system design.
12. Technology designs indicated above.
13. Audio or acoustical engineering and acoustical space modeling for measurable intelligibility of audio systems, including Emergency Voice / Fire Alarm Communication systems, Audio / Visual sound paging systems, etc.

14. Geotechnical Services / analysis and Engineering of ground water removal systems.
15. Underground utility locating services (public right of way or private locations), including mapping, physical markings, and/or determining the integrity of existing underground or under slab systems.
16. Soil Gas Mitigation analysis and Engineering of mitigation systems.
17. Design of Site Dewatering systems to enable construction.
18. Design of temporary power, lighting, heating, fuel gas piping or venting systems for construction.
19. Services related to the LEED® credit for "Measurement & Verification" are not included. If required, these services will be provided by the Commissioning Agent as part of Enhanced Commissioning.
20. Any other engineering and design related services not specifically included under Basic Services, Supplemental Services, and Basic Services Phasing.

INFORMATION WE REQUIRE

For the purposes of this project, the following information must be supplied by your office. Karpinski Engineering will attempt to verify the information provided to the extent reasonably possible, but has the right to expect and rely upon the information provided to be correct, accurate and complete. Required Information includes but is not limited to:

1. Copy of the current construction budget.
2. Copies of previous contract record, or "as-built" drawings, showing existing structures, services, utilities and interior building conditions in as much detail as is possible.
3. Copy of building or facility Building systems design standards.
4. Structural evaluations required for the support of Building systems equipment.
5. Electronic drawing background files, including electronic templates and submission information required for each design milestone (submission title, date, etc.).
6. Specification templates, including required information for headers and footers.
7. Architectural and Structural coordination drawings.
8. Latest Civil site survey indicating underground utilities (natural gas, water, storm, sanitary, electrical and telecommunications).
9. Should the project require ground water removal systems by internal pumping, we require inlet flow (GPM) information for equipment sizing and selection purposes.
10. Equipment data sheets and equipment locations for all equipment requiring engineering services or connections.
11. Load information on heat producing equipment, people counts and other information required for our load calculations.

12. Project schedule approved by Owner indicating design milestones and review timelines.
13. Electronic file of building envelope energy code compliance report to insure accuracy and consistency of building/room/space areas used in the engineering portions of the energy compliance process.
14. Requested initial lighting layouts.
15. Requested initial receptacle and voice/data drop locations (or typical room layouts).
16. An electronic file of completed drawings and specifications issued for each phase of the project design for our office records.
17. An executed copy of the prime agreement between the Owner and Architect. Fees and costs stated in the agreement may be deleted.

BASIC SERVICES PHASING

We will coordinate with your office at each phase of the project as described below. We assume your office will oversee overall project coordination including, but is not limited to, exchange of project design needs of all team members, adequate time to perform quality reviews, adequate time to respond to and incorporate Owner review comments, and adequate time to support any other design requirements needed to complete project scope per the design schedule. Note that substantial changes in project scope, including adjustments to floor plans and/or the model, that occur during the week a submission is due, may not be incorporated until the next phase.

We understand the project includes the following phases:

1. Program Verification / Community Engagement / Concept Design
2. Schematic Design (SD)
3. Design Development (DD)
4. Guaranteed Maximum Price (GMP) Documents
5. Construction Documents (CD) / Conformance Documents
6. Bidding / Construction Administration (CA)

The following services will be provided in the appropriate phase:

1. We will review existing conditions and available record documents to determine conditions affecting this project.
2. We will participate in the code review process as related to Building systems.
3. We will review conceptual designs and provide a written narrative of the Building systems. If necessary, the narrative will be supplemented with preliminary floor plans indicating required equipment rooms, closets, shafts and chases, and / or sketches indicating initial equipment layouts. Equipment catalog data will be included as a reference when requested.
4. Our narrative will be suitable for the generation of a preliminary probable cost of construction by others.
5. Our narrative will include a preliminary probable cost of construction.
6. We will contact the providers of utilities required under the scope of our work, and will produce a

- site plan showing the preliminary utility entrance locations.
7. We will review and comment upon the Building systems construction budget as requested.
 8. We will update the preliminary probable cost of construction as requested.
 9. We will provide construction drawings and specifications setting forth in detail the construction requirements for the project. Specifications will be based on standard Karpinski Engineering three part master specifications, coordinated with your formatting.
 10. We will provide GMP drawings and specifications at the completion of a pre-determined milestone of CD progress. As part of the GMP deliverables, we will provide a GMP narrative (prose statement) outlining work scope that has yet to be completed in order for such scope to be included in the GMP pricing. After submission of the GMP deliverables, we will continue with the production of final construction drawings and specifications.
 11. At the completion of the CD phase we will transmit an electronic copy of the final Contract Documents (construction drawings and specifications). Karpinski Engineering only authorizes the client to use the final Contract Documents for contractors, sub-contractors and suppliers in the course of business for bidding, purchasing and constructing the work shown on the documents. Unauthorized reuse of the final Contract Documents for other purposes or other projects is prohibited without the expressed written consent of Karpinski Engineering.
 12. During the Bidding phase we will provide assistance in obtaining bids or negotiated proposals, and contract award, as requested.
 13. After the Bidding phase, we will provide Conformance Documents indicating accepted or declined alternates as well as any addenda or responses to RFI's issued during the Bidding phase. Value engineering re-design is not included.
 14. During the CA phase we will respond to the plan review by the local authority having jurisdiction and will provide construction administration as it pertains to our portion of the work, including responding to RFI's.
 15. Interpretation necessary for the proper execution of work progress will be made and recommendations will be provided concerning changes in the work. We will review shop drawings for general conformance with the intent of the Contract Documents. We will not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or construction safety.
 16. A written construction observation report will be provided after each field visit. Construction observation includes general monitoring for conformance with design intent and is not a guarantee that the contractor has performed the work in complete compliance with the Contract Documents or applicable codes. The last report will be considered a final punch list.
 17. The preparation of electronic record drawings is not included. Record drawing scope includes electronic update of Construction Documents inclusive of addenda, construction phase bulletins, and Contractor mark-ups of constructed conditions. Since record drawings are prepared based on unverified information provided by others, we will make no guarantee of their accuracy or completeness. Preparation of record drawings does not include system installation drawings such as fire protection piping layouts, HVAC sheet metal layouts, and other Building systems installation and Contractor coordination drawings as these drawings are prepared by Contractors and/or system

vendors and are included in the Operation and Maintenance Manual submission as supplemental to the Construction Documents. Once the scope is known, a fee will be provided as an add-service.

18. We will provide as an additional service, an additional field visit to verify completion of final punch list items. Prior to performance, completed Contractor responses to our punch lists will be required.

MEETINGS AND SITE VISITS

DESCRIPTION	QUANTITY INCLUDED
Attendance at existing condition site visits.	As Required
Attendance at coordination meetings during the design phase(s) to review our design progress. Number of staff that will attend each meeting will be as appropriate to discuss the Building system items on the agenda.	3
Attendance at pre-bid meeting and bid review meetings.	Included
Attendance at pre-construction meeting.	Included
Attendance at construction meetings and/or field observation visits. Multiple persons attending each (such as from individual engineering disciplines) will count as multiple meetings and/or visits.	9
Meetings and/or field visits in addition to those indicated above will be performed upon request as additional services at our current hourly rates, plus reimbursable expenses.	Additional Service

SUB-CONSULTANT SERVICES

This proposal includes the following Sub-consultant(s) and corresponding services. Karpinski Engineering will require each Sub-consultant to sign a contract, carry general and professional liability insurance, and adhere to the General Terms and Conditions of any contract between our firms, including the services described in this proposal. Karpinski Engineering will administer the services of each Sub-consultant and coordinate their efforts.

Sub-consultants and services included:

1. R Engineering Team – MEP production support

Sub-consultant fees will be negotiated by Karpinski Engineering and are included in this fee proposal as part of our Basic Services fee.

COMPENSATION FOR BASIC SERVICES

Our compensation for the provision of Basic Services is indicated below and does not include reimbursable expenses.

BASIC SERVICES PER PHASE	FEE
Program Verification / Concept Design (We assume we are not part of Community Engagement.) (5%)	\$2,750.00
Schematic Design (10%)	\$5,500.00
Design Development (20%)	\$11,000.00
GMP (25%)	\$13,750.00
Construction Documents (15%)	\$8,250.00
Construction Administration (25%)	\$13,750.00
Total	\$55,000.00

COMPENSATION FOR SUPPLEMENTAL SERVICES

The following Supplemental Services are not included as part of our Basic Services. However, should these services be desired, our proposed compensation is indicated below and does not include reimbursable expenses.

	SERVICES	FEE	ACCEPTED?
1	Professional Lighting Design Services – 40 hours of effort provided	\$5,000.00	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	LEED® Fundamental Commissioning Services	\$18,000.00	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	LEED® Enhanced Commissioning Services (We have included a third party for portions the design firm is not allowed to provide.)	\$7,000.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

4	Design Services related to LEED® Certification	\$8,000.00	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Energy Modeling Services	\$5,000.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

REIMBURSABLE EXPENSES

Certain expenses may be incurred during the course of the project and are not included in our basic scope of services. The following items will be considered Reimbursable Expenses:

1. Expenses related to obtaining permits and related approvals from local authorities having jurisdiction.
2. Expenses related to the retention of the services of contractors, surveyors, etc. if required to assist in the verification of field conditions. Should retention of contractors fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the contractor's fee to cover our efforts and expenses.
3. Expenses related to the retention of the services of sub-consultants to perform work scope as described under "Services Not Included". Should retention of sub-consultants fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the sub-consultant's fee to cover our effort and expenses.
4. Expenses related to specialized equipment rental.
5. Printing Expenses associated with the printing of Permit and / or Construction / Bid Documents, as well as related Addenda, Bulletins, Change Orders, etc.
6. Delivery service costs as required for the prompt exchange of information where normal methods are not practical.
7. **LEED®** expenses related to USGBC registration, USGBC certification and appeals fees or third party commissioning agent's fees.

Reimbursable expenses will be in addition to compensation for Basic Services, accepted Supplemental Services, and approved Additional Services, and will be invoiced at our cost.

ESTIMATED (MAXIMUM) REIMBURSABLE EXPENSES
\$500.00

HOURLY RATES

Compensation for Additional Services will be mutually developed on an hourly basis. Our current hourly rates are as follows:

STAFF	HOURLY RATE
Principal	\$190
Senior Associate	\$160
Associate	\$145
Senior Project Manager	\$140
Construction Coordinator	\$125
Senior Project Engineer	\$125
Senior Project Designer	\$110
Project Engineer	\$100
Project Designer	\$95
Engineer	\$90
Designer	\$80
Technician	\$70
Administration	\$60

Supplemental hourly rates are as follows:

STAFF	HOURLY RATE
Certified Fire Protection Engineering	\$150
Mechanical Systems Specialist	\$140
Testing and Balancing Systems Specialist	\$140

Energy Systems Specialist	\$140
Fire Safety Specialist	\$125
Professional Lighting Design	\$125
BIM Specialist	\$125

Commissioning hourly rates are as follows:

STAFF	HOURLY RATE
Commissioning Director	\$150
Commissioning Project Manager	\$140
Commissioning Senior Engineer / Professional	\$130
Commissioning Engineer / Professional	\$120
Commissioning Technician / Coordinator	\$110

INVOICING AND PAYMENTS

Karpinski Engineering will invoice our Services on a monthly basis. Payment is required within thirty (30) days from the date of the invoice statement, unless other payment terms have been agreed upon by both parties. If this agreement is terminated for any reason by either party, Karpinski Engineering shall be compensated for services provided and expenses incurred as of the date of termination.

ELECTRONIC MEDIA

Should an electronic copy of digital data and related contract documents be required by a third party after completion of design, a release form summarizing the terms of use will be provided that requires signature from the user(s). Additional compensation may be required.

INTELLECTUAL PROPERTY

All non-public data and information developed or conceived by Karpinski Engineering which pertains to its products (including all forms of digital data and related contract documents), methods, services or business, whether or not patentable under copyright, trademark or some other basis, is the sole and exclusive property of Karpinski Engineering.

INDEMNIFICATIONS

The Client/Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless Karpinski Engineering from the following, including reasonable attorney's fees and defense costs:

1. Any and all damage, liability, costs or expenses, to the extent caused by their own negligent acts, errors or omissions, including those of anyone for whom they are legally liable, arising from this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Karpinski Engineering shall not be responsible for the acts or omissions of the Client/Architect, Client/Architect's other consultants, contractor, sub-contractors, their agents or employees, or other persons performing any of the work.
2. Any and all damage, liability, costs or expenses, should the Client/Architect elect not to retain Karpinski Engineering for construction administration services during the construction phase, to the extent resulting from construction issues caused by the non-conformance with our design intent, non-conformance with code requirements, Building system performance, and/or construction performance, including those of anyone for whom the Client/Architect is legally liable, arising from this project.
3. Any and all damage, liability, costs or expenses, to the extent caused by the unauthorized reuse of digital data and related contract documents, without limitation, including use on future project modifications by others.
4. It is understood that buildings may, as a result of construction activities, post-construction use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering and all other parties from and against all claims, costs, liabilities and damages, arising in any way from the existence of mold as a result of the construction, use, maintenance, operation or occupation of the completed project. In addition, the Client/Architect agrees to include in the Construction Contract a provision whereby the contractor shall defend, indemnify and hold harmless Karpinski Engineering and all other parties from any claims arising in any way from the existence of mold as a result of the contractor's workmanship or construction means, methods, techniques, sequencing or procedures including without limitation, the failure to protect materials during the construction process.
5. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering from and against all claims, costs, liabilities and damages, arising in any way from decisions made by the Owner, their Representatives, other Consultants, Contractors, or any other party during the design and/or construction phases as a result of a cost reduction (value engineering) process, including, but not limited to, decisions made without our knowledge or consent that may conflict with our engineering recommendations, industry standard design recommendations and/or national, regional or local code requirements.

The Client/Architect agrees to include the above Indemnifications in their Contract with the Owner should the provisions not already be included in aforementioned Contract. In addition, Karpinski Engineering recommends the Client/Architect review such Indemnifications on their own behalf or on behalf of the entire design team.

MISCELLANEOUS PROVISIONS

Standard of Care – In providing services under this Agreement, Karpinski Engineering 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 and locations. Regardless of any other term or condition of the Agreement, Karpinski Engineering makes no express or implied warranty of any sort, nor does it express or imply any fiduciary responsibility towards the Client/Architect whatsoever.

Professional Limitation – Karpinski Engineering has been retained to provide the professional engineering services summarized above and its obligations are limited to these services without any other responsibilities or obligations. Karpinski Engineering bears no responsibility for project funding and/or financial performance of the project.

Disclaimer of Consequential Damages - Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither party 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 for any cause of action whatsoever.

Dispute Resolution - Any claim, dispute or matter between the client and Karpinski Engineering arising out of or related to this agreement shall be subject to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall agree to the selection of a mediator and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by a litigation process subject to local jurisdiction legal policies and practices, unless the parties mutually agree otherwise.

Limitation of Liability - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, including attorney and/or expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$4,000,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This document represents our total agreement and supersedes any prior representations. Any amendment must be in writing and signed by both parties. This agreement shall be governed by the laws of the state in which the project is performed. In the event that any term or clause of this agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulations, but the remaining provisions of this agreement shall continue in full force and effect.

Should a separate contract be utilized, such as AIA Document C401 *Standard Form of Agreement Between Architect and Consultant*, and if conflicts arise between the two, the terms and conditions of this proposal shall apply. This proposal shall remain in effect for Ninety (90) days, unless Karpinski Engineering agrees to another time period in writing.

To serve as our agreement, sign and return a copy of this proposal. If authorized to proceed prior to our receipt of a signed copy of this document, Karpinski Engineering shall consider this to be a binding agreement including all of the requirements and conditions contained herein.

Should you have any questions relating to this proposal, please do not hesitate to call. I will be pleased to personally review it with you upon your examination.

September 11, 2019
Ms. Laura Rees / CPL West park Branch
Page 18 of 18

Sincerely,

karpinski

ENGINEERING



Brian J. David, PE, LEED AP
Senior Vice President, Director of Engineering

ACCEPTANCE OF VOCON

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Project #: _____

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September 20, 2019

Ms. Laura Rees, RA, NCARB
Vocon
3142 Prospect Ave E,
Cleveland, OH 44115

Subject: CPL West Park Branch – Civil Engineering Proposal Request

Ms. Rees,

Thank you for the opportunity to provide our proposal for professional Civil Engineering services for this project.

SCOPE OF PROJECT

It is our understanding that the project consists of performing professional Civil Engineering services for the West Park Cleveland Public Library Branch located at 3805 West 157th Street.

The professional engineering services included in this proposal are:

1. Civil Engineering services

This proposal is based upon the following:

1. Request for proposal (RFP) dated September 6, 2019.
2. The scope of work defined in the West Park Branch MP Implementation Plan.
3. Estimated construction cost of \$3,8000,00.00
4. The demolition 1978 addition of the library and construction of a new addition.
5. Improve connections to Lorain and the YMCA site.
6. Provide design of a new reading garden.
7. Inspection of the existing parking lot and proposed pavement improvements.
8. Investigate parking lot expansion either on site or on a remote lot across Silsby.

9. Investigate and provide plans for improvements to the existing brick plaza, associated planters and furnishings.
10. Assessing and design of ADA accessible paths from the right of way and ADA parking spaces to the main entrance.
11. Provide Construction Documents, Specifications, and Construction Administration for the overall site.
12. Obtaining all governmental and utility approvals.
13. The scope and services summarized within this proposal, as well as the summary of services not included.
14. Timely receipt of information required as summarized in this proposal.
15. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.
16. The architect/owner will provide all geotechnical data including soil borings, permeability/infiltration tests, and recommendations for excavation, engineered fill, pavement design, and subdrainage for the property.
17. The architect/owner will provide the site topographic survey and base map in Autocad including tin and survey data points.
18. The architect/owner will provide all environmental reports/assessment and if required remediation work for building/garage demolition.
19. The project team's structural engineer will design all site retaining walls over 3 feet tall.
20. The project team's electrical engineer will perform photometric analysis, design the site lighting and on-site electrical routing, temporary power, permanent power, and if required transformer location. We will coordinate the routing on-site with them.
21. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

BASIC SERVICES

The following is included as part of our basic services for the proposed project:

1. Expenses necessary for the normal exchange of information, including standard electronic media and standard delivery methods.
2. A fixed number of meetings, site visits and construction observation visits, as defined herein.

September 20, 2019

Ms. Laura Rees – CPL West Park Branch

Page 3 of 16

3. Coordination with your office to support timely project delivery which may include design requirements, approvals, intermediate reviews and quality checks as necessary to complete our scope of work per the project schedule.
4. We will obtain all Governmental Approvals and Permits including the following items:
 - a. Coordination with the City of Cleveland Building Department, Cleveland Water Pollution Control, Cuyahoga Soil and Water Conservation District, all utilities, and the OhioEPA to facilitate their approval process to ensure the project remains on schedule.
 - b. Storm Water Management and Storm Water Pollution Prevention (SWPP) design including calculations for submittal to the City of Cleveland Building Department.
 - c. Submittals of all plans to appropriate agencies for review and approval. We will invoice all printing costs as in addition reimbursable to the project.
 - d. Review, respond and revise plans based reviewing agencies comments.
 - e. Permit and Application fees to be paid for by owner.
5. Construction Documents to include the following sheets:
 - a. Cover Sheet
 - b. Existing Conditions and Demolition Plan
 - c. Site Layout Plan
 - d. Site Utility Plan
 - e. Grading Plan
 - f. Storm Water Management Plan
 - g. Storm Water Pollution Prevention Plan
 - h. Pavement and Utility Construction Details
 - i. Erosion and Sediment Control Details
6. Site Utility, Pavement, Earthwork and Erosion Control Technical Specifications.
7. A separate fee for **LEED®** related engineering and design services is provided. We will assist in the **LEED®** certification process as it pertains to the site civil systems. We will perform the following **LEED®** services:
 - a. We will develop site civil systems **LEED®** submission data in a format prescribed by the USGBC.
 - b. We will upload data to the project **LEED®** online web page. The data will be uploaded for a design phase review and a construction phase review should two uploads be required.
 - c. We will develop a Basis of Design document per the **LEED®** requirements.
 - d. Should an independent Commissioning Agent be retained, we will respond to their review comments.
 - e. We will respond to USGBC review comments related to our portion of the work.

- f. It must be recognized that we have no control over the following: the Owner's use and operation of the civil site systems, services provided by the Architect and other Consultants, work performed by the Contractors, or the interpretation of credit requirements by the certifying authority. Accordingly, we do not warrant or represent that the project will achieve the Sustainable Objective solely with respect to our scope of services.
8. Automobile mileage reimbursement at current federal rates, parking and tolls are included in our base services fees.
9. We will provide an Engineer's Probable Costs of Construction and review and comment upon the civil site systems construction budget provided by the CM-R/estimator at each phase.
10. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services

ADDITIONAL SERVICES

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services. The following items are not included in Basic Services and will be performed as additional services at our current hourly rates.

1. Services related to Building Information Modeling (BIM).
2. Evaluation of contractor proposed substitutions.
3. Additional meetings and site visits in excess of those defined herein.
4. Additional studies or design work requested by your office or design services not customarily provided in accordance with generally accepted engineering practice.
5. Any redesign work required after the final site preliminary layout has been approved by the owner and local jurisdictions will be considered "Additional Services". We understand and appreciate that minor modifications are part of the design process and we will accommodate these revisions as requested as part of the base fee. However, complete site layout design will be considered an "Additional Services".
6. Additional design work required for the preparation of alternates when the alternates require separate design documentation.
7. Services related to the compilation and submission of materials required for the application of tax credit or other incentive based programs on behalf of the Owner or other beneficiary.
8. Our basic scope of services applies to the preparation of construction documents for one construction site package. The provision of multiple sets of documents for multiple construction bid packages is considered additional services.
9. Our basic scope of services applies to the standard Design/Bid/Construction project delivery

method. Additional Engineering Services and related documents or field visits required to support fast-track project delivery methods are considered additional services. The use of other delivery methods, such as Design/Build, Design Assist, or Integrated Project Delivery (IPD), will require a re-evaluation of the engineering design fee included herein.

10. We believe "value engineering" is a part of good engineering practice throughout the design phases of the project, and we will work with the entire design team in this effort. However, any additional meetings, negotiations and redesign work required to reduce costs once the CD phase begins will be considered additional services.
11. Mileage, parking and tolls for any additional meetings not called for in the base services section of proposal will be billed as a reimbursable at current federal rates.

SERVICES NOT INCLUDED

The following items are not included in our basic scope of services:

1. Attendance at all Planning Commission and Zoning Commission meetings.
2. Surveying and Base Mapping
3. Parking Gate system design.
4. Offsite Roadway Improvements including traffic counts/traffic signal, deceleration lanes, lane widening, utility extensions to the site, etc.
5. Offsite utility extension work to the site.
6. Architectural, mechanical, electrical, plumbing, site lighting, structural and foundation design services.
7. Environmental Services including Site Assessments, ESA Phase 1 and 2 Studies, Lead & Asbestos, Ecosystem Analysis, Stream or Wetlands Studies/Delineation, Environmental Compliance, etc.
8. Geotechnical Services / analysis and Engineering of ground water removal systems.
9. Landscape Architectural services including irrigation design and tree preservation plan.
10. Retaining wall design (except landscape walls < 3ft. in height).
11. Sanitary pump station and force main if the design reveals a gravity main is not feasible.
12. Booster pump design if the water pressure in the area is low.
13. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.

14. The retention of the services of a contractor to assist in the verification of field conditions. Since we are not certified or approved to perform certain services, such as confined space entry (entering manholes, etc.), it may be necessary to utilize the services of outside contractors.
15. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed underground, or in existing construction or incapable of an investigation by reasonable and safe visual observation. This includes active or abandoned gas or drinking water wells.
16. Testing of contractor installed systems.
17. Documentation and application for code variances, appeals, or similar efforts including attendance at related meetings or hearings, unless specifically included in Basic Services.
18. Permit and Application fees.
19. Evaluation of contractor proposed substitutions.
20. Providing coordination drawings related to the construction trades.
21. Coordination of a fire flow and pressure testing of a nearby hydrant to be performed by the team's mechanical engineer.
22. Chemical Hazard Analysis related to chemical hazards.
23. Soil Gas Mitigation analysis and Engineering of mitigation systems.
24. Design of site dewatering systems to enable construction.
25. SITES certification.

Any other engineering and design related services not specifically included under Basic Services and Basic Services Phasing

INFORMATION WE REQUIRE

For the purposes of this project, the following information must be supplied by your office. Karpinski Engineering will attempt to verify the information provided to the extent reasonably possible, but has the right to expect and rely upon the information provided to be correct, accurate and complete. Required Information includes but is not limited to:

1. Copy of the current construction budget.
2. Architectural, Mechanical, Electrical, Plumbing, Technology, Landscape Architect and Structural

- coordination drawings.
3. Copies of previous contract record, or "as-built" drawings, showing existing structures, services, and utilities in as much detail as is possible.
 4. Copy of facility design standards, if available.
 5. Copy of geotechnical report and environmental reports if available.
 6. Copy of wetland delineation report, if applicable.
 7. Copy of proposed schematic layouts, preliminary site plans, building plans, etc. to be provided to Karpinski Engineering in an electronic drawing format.
 8. ALTA Survey & Title Commitment, if available. Survey is to be provided to Karpinski Engineering in an electronic drawing format.
 9. Electronic drawing background files, including electronic templates and submission information required for each design milestone (submission title, date, etc.).
 10. Specification templates, including required information for headers and footers.
 11. Latest Civil site survey indicating underground utilities (natural gas, water, storm, sanitary, electrical and telecommunications).
 12. Project schedule approved by Owner indicating design milestones and review timelines.
 13. An electronic file of completed drawings and specifications issued for each phase of the project design for our office records.
 14. An executed copy of the prime agreement between the Owner and Architect. Fees and costs stated in the agreement may be deleted.

BASIC SERVICES PHASING

We will coordinate with your office at each phase of the project as described below. We assume your office will oversee overall project coordination including, but is not limited to, exchange of project design needs of all team members, adequate time to perform quality reviews, adequate time to respond to and incorporate Owner review comments, and adequate time to support any other design requirements needed to complete project scope per the design schedule. Note that substantial changes in project scope, including adjustments to floor plans and/or the model, that occur during the week a submission is due, may not be incorporated until the next phase.

We understand the project includes the following phases:

1. Schematic Design
2. Design Development
3. GMP Documents
4. Construction Documents
5. Construction Administration

The following services will be provided in the appropriate phase:

1. We will review existing conditions and available record documents to determine conditions affecting this project.
2. We will participate in the code review process as related to civil site systems.
3. We will review conceptual designs and provide a written narrative of the civil systems. Our narrative will be suitable for the generation of a preliminary probable cost of construction by others at the schematic design phase.
4. Schematic Design site civil plan will indicate proposed schematic site layout, grading, utilities, and storm retention/detention on one overall site plan.
5. We will perform Storm Water Management (detention/retention/green LID strategies) and Storm Sewer design calculations for the addition.
6. We will contact the providers of utilities required under the scope of our work, and will produce a site plan showing the preliminary utility entrance locations if the addition requires new utilities.
7. We will provide drawings and specifications GMP submittal. As part of the GMP deliverables, we will provide a GMP narrative outlining work scope that has yet to be completed in order for such scope to be included in the GMP pricing. After submission of the GMP deliverables, we will continue with the production of final construction drawings and specifications.
8. We believe "value engineering" is a part of good engineering practice throughout the design phases of the project, and we will work with the entire design team in this effort. During the GMP phase we will attend a Value Engineering meeting and evaluate/incorporate alternates, VE items as part for the GMP negotiation process.
9. Probable Costs of Construction - We will review and comment upon the civil site systems construction budget provided by the CM at each phase. We assume a Construction Manager will be retained by the Owner and will be responsible for cost estimating of the Civil/Site related work scope. For review of budgets or probable costs of construction prepared by others, our developed costs will represent our professional judgment based on current market conditions and our knowledge of the project as outlined by your office. It must be recognized that we have no control over the following: the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, we do not warrant or represent that bids or negotiated prices for this project will

not vary from our estimates.

10. We will provide construction drawings and specifications setting forth in detail the construction requirements for the project. Specifications will be based on standard Karpinski Engineering three part master specifications, coordinated with your formatting.
11. At the completion of the CD phase we will transmit an electronic copy of the final Contract Documents (construction drawings and specifications). Karpinski Engineering only authorizes the client to use the final Contract Documents for contractors, sub-contractors and suppliers in the course of business for bidding, purchasing and constructing the work shown on the documents. Unauthorized reuse of the final Contract Documents for other purposes or other projects is prohibited without the expressed written consent of Karpinski Engineering.
12. During the Bidding phase we will respond to all bidding questions from the CM-R, prepare addenda and review bids.
13. After the Bidding phase, we will provide updated Conformance Documents indicating accepted or declined alternates as well as any addenda or responses to RFI's issued during the Bidding phase. Value engineering re-design is not included.
14. We will submit plans to all appropriate reviewing agencies including City Building Department and incorporate all review comments into the plans and resubmit plans for final approval. Printing of Plans for permits will be considered a project Reimbursable.
15. During Construction Administration we will review and respond to all contractor Request for Information during construction and provide Construction Bulletins drawings if required.
16. Interpretation necessary for the proper execution of work progress will be made and recommendations will be provided concerning changes in the work. We will review shop drawings for general conformance with the intent of the Contract Documents. We will not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or construction safety.
17. A written construction observation report will be provided after each field visit. Construction observation includes general monitoring for conformance with design intent and is not a guarantee that the contractor has performed the work in complete compliance with the Contract Documents or applicable codes. The last report will be considered a final punch list.
18. The preparation of electronic record drawings is not included. Drawing scope includes electronic update of Construction Documents inclusive of construction phase bulletins, and Contractor mark-ups of constructed conditions. Since record drawings are prepared based on unverified information provided by others, we will make no guarantee of their accuracy or completeness. A fee will be provided as an add-service once scope is known.
19. At the end of construction we will visit the site and perform and review the conditions and make recommendations for areas that need corrective measures.

MEETINGS AND SITE VISITS

DESCRIPTION	QUANTITY INCLUDED
Attendance at existing condition site visits.	As Required
Attendance at City of Cleveland Planning/Zoning Commission Meetings	Not included
Attendance at kick off/coordination meetings during the design phase(s) to review our design progress. Number of staff that will attend each meeting will be as appropriate to discuss the Building system items on the agenda.	4
Attendance at Community Engagement Meetings to discuss site items	Not included
Attendance at pre-bid meeting and bid review meetings.	Included
Attendance at pre-construction meeting.	Included
Attendance at construction meetings and/or field observation visits. Multiple persons attending each (such as from individual engineering disciplines) will count as multiple meetings and/or visits. Includes Punch List	3
Meetings and/or field visits in addition to those indicated above will be performed upon request as additional services at our current hourly rates, plus reimbursable expenses.	Additional Service

COMPENSATION FOR BASIC SERVICES

Our compensation for the provision of Basic Services is indicated below and does not include reimbursable expenses.

BASIC SERVICES PER PHASE	FEE
Program Verification	\$1,100.00
Schematic Design	\$ 2,600.00
Design Development	\$ 4,900.00
Construction Documents	\$4,500.00
GMP Services	\$ 2,300.00
Construction Administration	\$ 1,900.00
Total Civil Engineering Fees	\$ 17,300.00

COMPENSATION FOR SUPPLEMENTAL SERVICES

The following Supplemental Services are not included as part of our Basic Services. However, should these services be desired, our proposed compensation is indicated below and does not include reimbursable expenses.

	SERVICES	FEE	ACCEPTED?
1	Design Services related to LEED® Certification	\$1,500.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

REIMBURSABLE EXPENSES

Certain expenses may be incurred during the course of the project and are not included in our basic scope of services. The following items will be considered Reimbursable Expenses:

1. Expenses related to obtaining permits and related approvals from local authorities having jurisdiction.
2. Expenses related to the retention of the services of contractors, surveyors, etc. if required to assist in the verification of field conditions. Should retention of contractors fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the contractor's fee to cover our efforts and expenses.

3. Expenses related to the retention of the services of sub-consultants to perform work scope as described under "Services Not Included". Should retention of sub-consultants fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the sub-consultant's fee to cover our effort and expenses.
4. Expenses related to obtaining a project specific professional liability insurance policy if required to supplement the coverage provided by our current professional liability insurance policy.
5. Expenses related to project specific on-line documentation management services.
6. Expenses related to specialized equipment rental.
7. Printing Expenses associated with the printing of Permit and / or Construction / Bid Documents, as well as related Addenda, Bulletins, Change Orders, etc.
8. Delivery service costs as required for the prompt exchange of information where normal methods are not practical.

Reimbursable expenses will be in addition to compensation for Basic Services, accepted Supplemental Services, and approved Additional Services, and will be invoiced at our cost.

HOURLY RATES

Compensation for Additional Services will be mutually developed on an hourly basis. Our current hourly rates are as follows:

STAFF	HOURLY RATE
Principal	\$190
Senior Associate	\$160
Associate	\$145
Senior Project Manager	\$140
Construction Coordinator	\$125
Senior Project Engineer	\$125
Senior Project Designer	\$110

Project Engineer	\$100
Project Designer	\$95
Engineer	\$90
Designer	\$80
Technician	\$70
Administration	\$60

INVOICING AND PAYMENTS

Karpinski Engineering will invoice our Services on a monthly basis. Payment is required within thirty (30) days from the date of the invoice statement, unless other payment terms have been agreed upon by both parties. If this agreement is terminated for any reason by either party, Karpinski Engineering shall be compensated for services provided and expenses incurred as of the date of termination.

ELECTRONIC MEDIA

Should an electronic copy of digital data and related contract documents be required by a third party after completion of design, a release form summarizing the terms of use will be provided that requires signature from the user(s). Additional compensation may be required.

INTELLECTUAL PROPERTY

All non-public data and information developed or conceived by Karpinski Engineering which pertains to its products (including all forms of digital data and related contract documents), methods, services or business, whether or not patentable under copyright, trademark or some other basis, is the sole and exclusive property of Karpinski Engineering.

INDEMNIFICATIONS

The Client/Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless Karpinski Engineering from the following, including reasonable attorney's fees and defense costs:

1. Any and all damage, liability, costs or expenses, to the extent caused by their own negligent acts, errors or omissions, including those of anyone for whom they are legally liable, arising from this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Karpinski Engineering shall not be responsible for the acts or

- omissions of the Client/Architect, Client/Architect's other consultants, contractor, sub-contractors, their agents or employees, or other persons performing any of the work.
2. Any and all damage, liability, cost or expenses, should fast track project delivery methods be utilized which result in design changes and modifications of portions of the work already completed.
 3. Any and all damage, liability, cost or expenses caused by the work of any contractor that is not properly licensed, adequately insured and bonded and/or approved (if required) by the local municipality to perform work within the municipal boundaries.
 4. Any and all damage, liability, costs or expenses, to the extent caused by the unauthorized reuse of digital data and related contract documents, without limitation, including use on future project modifications by others.
 5. It is understood that buildings may, as a result of construction activities, post-construction use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering and all other parties from and against all claims, costs, liabilities and damages, arising in any way from the existence of mold as a result of the construction, use, maintenance, operation or occupation of the completed project. In addition, the Client/Architect agrees to include in the Construction Contract a provision whereby the contractor shall defend, indemnify and hold harmless Karpinski Engineering and all other parties from any claims arising in any way from the existence of mold as a result of the contractor's workmanship or construction means, methods, techniques, sequencing or procedures including without limitation, the failure to protect materials during the construction process.
 6. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering from and against all claims, costs, liabilities and damages, arising in any way from decisions made by the Owner, their Representatives, other Consultants, Contractors, or any other party during the design and/or construction phases as a result of a cost reduction (value engineering) process, including, but not limited to, decisions made without our knowledge or consent that may conflict with our engineering recommendations, industry standard design recommendations and/or national, regional or local code requirements.
 7. Karpinski Engineering shall not be responsible for the performance of the security systems in deterring crime, identifying and capturing perpetrators of criminal acts and/or the provision of a safe environment for the Owner's employees, customers, students, patients and/or visitors.
 8. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering from and against all claims, costs, liabilities and damages, arising in any way from the future conversions of apartments to condominiums.

MISCELLANEOUS PROVISIONS

Standard of Care - In providing services under this Agreement, Karpinski Engineering 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 and locations. Regardless of any other term or condition of the Agreement, Karpinski Engineering makes no express or implied warranty of any sort, nor does it express or imply any fiduciary responsibility towards the Client/Architect whatsoever.

Professional Limitation – Karpinski Engineering has been retained to provide the professional engineering services summarized above and its obligations are limited to these services without any other responsibilities or obligations. Karpinski Engineering bears no responsibility for project funding and/or financial performance of the project.

Disclaimer of Consequential Damages - Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither party 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 for any cause of action whatsoever.

Dispute Resolution - Any claim, dispute or matter between the client and Karpinski Engineering arising out of or related to this agreement shall be subject to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall agree to the selection of a mediator and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by a litigation process subject to local jurisdiction legal policies and practices, unless the parties mutually agree otherwise.

Limitation of Liability - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, including attorney and/or expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$1,000,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This document represents our total agreement and supersedes any prior representations. Any amendment must be in writing and signed by both parties. This agreement shall be governed by the laws of the state in which the project is performed. In the event that any term or clause of this agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulations, but the remaining provisions of this agreement shall continue in full force and effect.

Should a separate contract be utilized, such as AIA Document C401 *Standard Form of Agreement Between Architect and Consultant*, and if conflicts arise between the two, the terms and conditions of this proposal shall apply. This proposal shall remain in effect for Ninety (90) days, unless Karpinski Engineering agrees to another time period in writing.

To serve as our agreement, sign and return a copy of this proposal. If authorized to proceed prior to our receipt of a signed copy of this document, Karpinski Engineering shall consider this to be a binding agreement including all of the requirements and conditions contained herein.

Should you have any questions relating to this proposal, please do not hesitate to call. I will be pleased to personally review it with you upon your examination.

Sincerely,

karpinski
ENGINEERING



Christopher Bednar, P.E.
Director of Civil

ACCEPTANCE OF Vocon

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Project #: _____

September 20, 2019

**Cleveland Public Library: Scope and Fee Proposal
Landscape Architectural Services - Revised**

Program Verification / Community Engagement / Concept Design:

- Site Analysis: Conduct an inventory of the existing site to determine the health and viability of existing vegetation, adjacent uses, site assets and liabilities.
- Review municipal site requirements to ensure any plans comply with regulations.
- Program refinement: Work with you and the owner to develop a more specific idea of how they would like to make use of the site in a way that furthers the overall goals of the client.
- Attend up to (4) community and/or stakeholder meetings.
- Sustainability: Review LEED Credits and sustainability goals
- Develop a variety of options for the site that respond to building options developed by Vocon.
- Design considerations to include: overall impression for patrons, security, natural viewsheds, outdoor amenities, pedestrian and vehicular circulation, maintenance, and stormwater management.

Schematic Design:

- Conceptual Site Plan: Consult with the Vocon team and ownership as we develop plans. Begin to develop a plant palette, ideas for site amenities and furniture options.
- Work with civil engineers to make sure the practical necessities and the amenities are well coordinated.
- Conceptual Visualizations: Provide renderings and/or precedent images of design concepts to help the client understand the design intent
- Present Concept Plans and Visualizations to client for review and comment. These should help them understand the differing options and feel confident in the approach with which they want to proceed.
- Incorporate comments from client into a revised plan.

Design Development:

- Provide color plans, plant palette, material and furnishing palette and updated renderings for public approval process.
- Attend meetings as necessary to review plans with the city.
- Make any necessary adjustments based on design or cost concerns.
- Work closely with the design team on development of coordinated plans.
- Meet all deadlines for coordination and submittals.

Construction Documents:

- Upon approval by the client and the architect prepare Construction Documents suitable for bidding and permitting. Documents to include landscape plans, site material plans, site furnishing plans, specifications and details.
- Grading, drainage and stormwater management to be coordinated with Civil.

- Issue 60% CDs for GMP set
- Issue 100% CDs

GMP Services

- Scope review with contractor
- Respond to questions and provide clarification during bidding or contractor review.
- Update drawings should any addendum be issued during bidding.

Construction Administration:

- Meet with contractors to review drawings and answer questions.
- Review all shop drawings and contractor submittals.
- Conduct site inspections for quality and design adherences.
- Provide punch-list prior to final completion.

The not-to-exceed fees for the work described above will be

Program Verification / Community Engagement / Concept Design:	\$ 3,200.00
Schematic Design:	\$ 1,825.00
Design Development:	\$ 1,800.00
Construction Documents:	\$ 1,800.00
GMP Services:	\$ 1,200.00
Construction Administration:	\$ 1,200.00
Total:	\$11,025.00

Additional activities requested by you or the owner will be billed at \$100 per hour for the principal, and \$80 per hour for associates. Expenses for reproductions of presentation drawings will be reimbursable, not to exceed \$350. Invoices will be sent at the end of the month with payment due in 30 days.

Please don't hesitate to contact me if you have any questions or require additional information.

Sincerely,

Jayme Schwartzberg
Owner, DERU Landscape Architecture

September 20, 2019



BARBER & HOFFMAN, INC.

Consulting Engineers

Laura Rees
vocon
3142 Prospect Ave E
Cleveland, OH 44115

Re: CPL West Park Library
Proposal for Structural Engineering Design Services

Dear Laura,

We are pleased to submit this fee proposal for providing structural engineering services for the referenced project in the West Park neighborhood of Cleveland, Ohio. Based on information provided by your office, the project consists of renovation of the original 1928 building, demolition of the 1978 addition, and construction of a 2,500 square foot addition. The total project cost is \$5 million, with an estimated construction cost of \$3.5 million.

It is our understanding that drawings are available for the existing buildings, and that a survey will not be necessary.

Scope of Service

Our scope of services for the new addition will include providing structural engineering services to design the slab on ground, the building foundation system, the roof deck, and the steel frame. The addition will be one story and may or may not have a full or partial basement. A geotechnical report for the building has not yet been made available for our review. However, we anticipate utilizing conventional shallow foundation systems for all of the new work.

For the renovations, we will provide the engineering required for floor penetrations and foundations for the new elevator. We will also provide reinforcing of the existing structure for the support of new rooftop mechanical units, if required.

In addition to the aforementioned scope, our work will also include:

1. Preparation of structural drawings for inclusion in the bidding/construction documents. We do not anticipate the need to issue early design packages.
2. Preparation of technical specifications for the pertinent structural sections.
3. Offering consultation to the architect and other consultants on items of structural issues.
4. Attending design coordination and progress meetings.
5. Reviewing structural submittals.
6. Issuing clarifications, etc., during construction, if required.
7. Field visits at appropriate intervals during construction. A maximum of three field visits are included in our basic services fee.

PRINCIPALS

*Ronald M. Czaplinski
Michael R. Miller
Halim M. Saab*

SENIOR ASSOCIATES

*Niru S. Dabholkar
Jon T. Leuthaeuser
James D. Pospisil*

ASSOCIATES

*Brad A. Boomer
James M. Colella
Alexandra S. Koepf
Michael A. Mazzocco
Tyler J. McGrady*

*David W. Deaton
Mark D. Heinzen
Andrew J. Kovarik
John A. McElhinny*

*2217 East 9th Street
Suite 350
Cleveland, OH
44115-1257
216.875.0100
FAX 875.0111*

Proposed Basic Fees

We propose to furnish the aforementioned services for a fixed fee of **\$18,400** plus reimbursable expenses, at cost. Unless directed otherwise by your office, we propose to invoice as follows:

Program Verification/Community		
Engagement/Concept Design	-	5%
Schematic Design	-	10%
Design Development	-	30%
Construction Documents	-	30%
GMP Services	-	5%
Construction Administration	-	20%

Additional Services

Services not covered in our basic services fee, but if required, will be considered as additional services, and will be invoiced on an hourly basis.

Reinforcement or replacement of existing framing due to deterioration of the existing structure is not included in our basic fee. If necessary, we can provide an additional service fee for this work when the scope is identified.

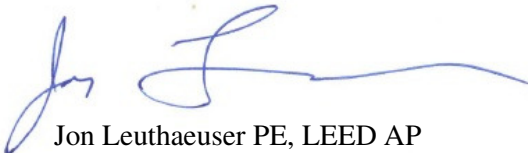
Our current hourly rates are:

Principal	-	\$200.00
Associate Principal	-	175.00
Senior Associate	-	150.00
Associate	-	130.00
Senior Engineer	-	110.00
Engineer	-	100.00
Designer	-	90.00
Senior Drafter/Technician	-	85.00
Technician	-	70.00
Clerical	-	65.00
Intern Engineer	-	60.00

Once again, we thank you for this opportunity and we look forward to working with you and your design team.

Very truly yours,

BARBER & HOFFMAN, INC.



Jon Leuthaeuser PE, LEED AP
Associate Principal

ATTACHMENT D

**Cleveland Public
Library
West Park Branch**

**Technology Design
and Engineering**

*Crescent Digital Deliverable
Definition For
vocon partners, LLC*





CRESCENT*DIGITAL*

**PROPOSAL FOR AV DESIGN AND
ENGINEERING FOR THE CLEVELAND
PUBLIC LIBRARY – WEST PARK BRANCH
3805 WEST 157TH, CLEVELAND, OHIO**

**vocon partners, LLC
September 11, 2019**

Summary Contents

Project

Qualifications-Relevant Experience

Project Team

Base Deliverable

Timetable

Investment

Project

- ❑ **West Park Library of the CPL System Renovation and Addition Project**
- ❑ **AV, CCTV, Access Control, Network and Infrastructure System Design Build**
- ❑ **Development of base system functionality and control**
- ❑ **CAD Set Delivery**
- ❑ **For purpose of coordination – Crescent Digital will perform all work designed**

Qualifications – Engineering and Design/Build

- **Senior level design staff**
- **Large project design capability – Rocket Mortgage Fieldhouse, Willis Towers Watson, UBS Financial Services, Key Tower Marriott, Centennial, Moet Hennessy,**
- **Turn-Key Through Implementation and Support**
- **Proven Process**
- **Depth of Experience**

Project Team

- **Management** **Mike Heines**
- **Design Lead** **Scott Sheldon**
- **Design Staff** **Kasey Gilder**
- **Control** **Adam Christian**
- **Schematics/Draw** **Mark Griffin, Neil Becker**
- **Documentation** **Jason Cook**

Base Deliverable - Systems

- ❑ **Process, Functionality, System Capability, Schematics, Draw**
- ❑ **Definition Of CPL Technology Standards For All Locations**
- ❑ **Display Matrix – Internal, External Definition, Layout and Development**
- ❑ **Audio System Definition, Layout and Development**
- ❑ **CCTV System Definition, Layout and**
- ❑ **Access Control – Building, Spaces Definition, Layout and Development**
- ❑ **Infrastructure, Racking and Termination For Low Voltage – Definition and Pathways**
- ❑ **Network Definition, Layout and Development**
- ❑ **Lighting Control Definition, Layout and Development**
- ❑ **Soundmasking System Requirements - Definition, Layout and Development**
- ❑ **Conferencing Spaces, Meeting Spaces Definition, Layout and Development**
- ❑ **Control System Definition, Layout and Development**
- ❑ **System Functionality Matrix and Definition**
- ❑ **GMP Proposal Submission With Drawings/Schematics**
- ❑ **Contract Documents**

Timetable

- **Begin Project** **October 3, 2019**
- **System Layout** **February 28, 2020**
- **GMP Proposal On Design** **July 1, 2020**
- **Execution On Delivery** **October 1, 2020-
September 30, 2021**

Investment

- **Concept Design** **\$4,200**
- **Design Development** **\$8,400**
- **AV Draw-Schematics** **\$5,400**
- **GMP Services** **\$2,520**
- **Crescent Digital will perform all project management and installation work for systems designed.**

ATTACHMENT E



FEE PROPOSAL
Cleveland Library System
Westpark Branch

9.19.2019

Attn: Ms. Laura Rees, RA, NCARB
Practice Leader, Architecture
Vocon

Scope Professional Cost Estimating Services as follows:

Breakdown of Fee

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1 Concept estimate - developed menu style such that library can prioritize needs/wants	10	150	\$1,500.00
2 SD estimate - based on CSI format DD estimate - based on CSI format +	24	150	\$3,600.00
3 reconciliation w/ CMR	40	150	\$6,000.00
4 Review CMR Estimate at CD and provide comments	6	150	\$900.00
5 Drawing Reproduction (reimbursable)	1	300	\$300.00
			\$12,300.00

Clarifications

Fee based on 2500 sf addition and renovation to 14400 sf building

Fee based on a \$ 4.5 million dollar construction budget

Sincerely,

A handwritten signature in cursive script, appearing to read 'Erin McGuinness'.

Erin McGuinness, PE
President

Design Services Fees and Project Cost - Attachment B

A/E	Bostwick Design Partnership + Ubiquitous Design	Date	9/20/19 rev 1
Owner	Cleveland Public Library	Owner Project #	
Project	Central Distribution Facility	BDP Project #	19047
Address	5806 Woodland Ave, Cleveland OH 44104 (to be confirmed)		
Proposed SF	20,000		

* SF as noted in CPL Master Plan and Budget - to be confirmed

			Budget Estimate	Clarifications
Central Distribution Facility Construction Budget	Estimate aligned with proposed project budget		\$ 4,575,000.00	
Central Distribution Facility FFE Budget	\$20/SF per CC per CPL MP Budget 'New'		\$ 550,000.00	increased for auto.materials equip.
Total Estimated Construction Budget	228.75 /SF	256.25 /SF w FFE	\$ 5,125,000.00	

A. Pre-Design Services and Fees	Notes		
1. Community Engagement at project initiation	2 public Sessions w/ Prof Hughes, student support	\$	8,000.00
2. Site visits to peer facilities	Assume Cincinnati and Dayton	\$	0.00
3. Programming	Allowance - unique building	\$	7,250.00
4.		\$	0.00
5.		\$	0.00
	Subtotal A	\$	15,250.00

B. Basic Services @ 9% of construction cost	Notes		
1. Schematic Design	25 %	\$	115,312.50
2. Design Development	28 %	\$	129,150.00
3. Construction Documents	21 %	\$	96,862.50
4. Bidding / GMP Reconciliation	2 %	\$	9,225.00
5. Construction	23 %	\$	106,087.50
6. Closeout	1 %	\$	4,612.50
7.		\$	
	Subtotal B	\$	461,250.00

C. Additional Services	Notes		
1. Assistance with CM Selection	AIA B133 4.1.1 - not required per CPL	\$	0.00
2. Programming	AIA B133 4.1.2 - see above	\$	0.00
3. Multiple Preliminary Designs	AIA B133 4.1.3 - up to 3 in Basic Svcs	\$	0.00
4. Measured Drawings	AIA B133 4.1.4 - NA, new building	\$	0.00
5. Existing Facilities Survey	AIA B133 4.1.5 - by CPL, see below	\$	0.00
6. Site Evaluation and Planning	AIA B133 4.1.6 - only for extensive site planning	\$	0.00
7. Building Information Modeling	AIA B133 4.1.7 - included in Basic Svcs	\$	0.00
8. Civil Engineering	AIA B133 4.1.8 - included in Basic Svcs	\$	0.00
9. Landscape design	AIA B133 4.1.9 - included in Basic Svcs	\$	0.00
10. Architectural Interior Design	AIA B133 4.1.10 - included in Basic Svcs	\$	0.00
11. Value Analysis	AIA B133 4.1.11	\$	0.00
12. Detailed Cost Estimating	AIA B133 4.1.12 - included in Basic Svcs	\$	0.00
13. On Site Project Representation	AIA B133 4.1.13	\$	0.00
14. Conformed Construction Documents	AIA B133 4.1.14 - only if multiple bids	\$	0.00
15. As-Designed Record Drawings	AIA B133 4.1.15 - included in Basic Svcs	\$	0.00
16. As-Constructed Record Drawings	AIA B133 4.1.16 - not required per CPL	\$	0.00
17. Post-Occupancy Evaluation	AIA B133 4.1.17 - post occ visit in Basic Svcs	\$	0.00
18. Facility Support Services	AIA B133 4.1.18 - NA	\$	0.00
19. Tenant-related Services	AIA B133 4.1.19 - NA	\$	0.00
20. Coordination of Owner's Consultants	AIA B133 4.1.20 - not expected per CPL	\$	0.00
21. Telecommunications / IT Design	AIA B133 4.1.21 - included in Basic Svcs	\$	0.00
22. Security Evaluation and Planning	AIA B133 4.1.22 - provided by CPL	\$	0.00
23. Commissioning	AIA B133 4.1.23 - by CPL, see below	\$	0.00
24. Extensive Environmentally Responsible Design	AIA B133 4.1.24 - to be confirmed	\$	0.00
25. LEED Certification	See below	\$	0.00
26. Historic Presevation	AIA B133 4.1.26 - NA	\$	0.00
27. Furniture, Fixtures and Equipment Design	AIA B133 4.1.27 - included in Basic Services	\$	0.00
28. Hazardous Materials Investigation	See below	\$	0.00
29. Ongoing Community and Staff Engagement	CPL to lead, minimal effort	\$	0.00
30.		\$	0.00
	Subtotal C	\$	0.00

Total Design Services Fees (A + B + C)	\$	476,500.00
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D. Reimbursable Expenses - Budget	Notes		
1. Reimbursables and Contingency	5.0 % of fee per CPL LESS site visits	\$	15,325.00
2. Advertising Expense	in above	\$	0.00
3. Travel / Parking / Mileage, Misc	in above	\$	0.00
4. Lodging	in above	\$	0.00
5. Project Printing / Copy	0.05% of CC per CPL MP Budget - in above	\$	0.00
6. Site visits to peer facilities	Dayton / Cincinnati	\$	8,500.00
7.		\$	
	Subtotal D	\$	23,825.00

Total Design Services Fees + Reimbursables (A + B + C + D)	\$	500,325.00
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E. Construction, Contingencies, Other Costs	Notes		
1. Estimated Construction Costs	From above	\$	5,125,000.00
2. Site Survey	0.05% of CC per CPL MP Budget 'New'	\$	2,562.50
3. Geotechnical + Subsurface Investigations	0.10% of CC per CPL MP Budget 'New'	\$	5,125.00
4. Agency Approval Fees (Bldg Code)	0.25% of CC per CPL MP Budget 'New'	\$	12,812.50
5. Construction Testing	0.40% of CC per CPL MP Budget 'New'	\$	20,500.00
6. Printing Reimbursable	see Reimbursables above	\$	0.00
7. Builder's Risk Insurance	0.14% of CC per CPL MP Budget 'New'	\$	7,175.00
8. Professional Design Fees	see above	\$	0.00
9. LEED Design Fees	NA for branch	\$	0.00
10. LEED Registration/Administration Fees	NA for branch	\$	5,125.00
11. CMR Preconstruction	0.50% of CC per CPL MP Budget 'New'	\$	25,625.00
12. CMR Construction Contingency	Included in CPL MP Construction Budget	\$	0.00
13. CMR Fee	Included in CPL MP Construction Budget	\$	0.00
14. Owner Contingency	5.0% of CC per CPL MP Budget 'New'	\$	256,250.00
15. Miscellaneous	3.0% of CC per CPL MP Budget 'New'	\$	153,750.00
16. Architectural / Engineering Fee Contingency	Allowance	\$	30,000.00
17. Environmental Site Assessment - Phase 1	Provided by CPL, in separate budget	\$	0.00
18. Commissioning	Allowance / placeholder pending final estimate	\$	20,000.00
19. Distribution Facility AV / IT Infrastructure + Equipment	In 'Miscellaneous' per MP Budget 'New'	\$	0.00
20. Hazardous Materials Investigation	Allowance, CPL to forward all reports	\$	4,500.00
21. LEED Certification	AIA B133 4.1.25 - 1.0% per CPL Budget 'New'	\$	51,250.00
22.		\$	0.00
	Subtotal E	\$	5,719,675.00

Project Cost Budget	\$	6,220,000.00
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CPL MP Total Distribution Center Project Budget	\$	6,267,500.00
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Estimated Total - Over / (Under) Project Budget	\$	(47,500.00)
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Clarifications
increased for auto.materials equip.
covered in reimbursables below
required - no precedent

SD and DD only

CPL wants to showcase CDF

required for sitework + addition
required for sitework + addition