



MKC ARCHITECTS

February 20, 2017

Mr. Jake Carmany, Business Manager  
Norton City Schools  
4128 Cleveland Massillon Rd.  
Norton, Ohio 44203-5633

**RE: Field House Facility - Norton High School**

MKC Project No. 16-064

Dear Mr. Carmany:

We appreciate the opportunity to present this proposal to you for providing Architectural and Engineering services for a New Field House to be located on existing property southwest of the new high school between the current service drive and the softball field. We propose to provide the following Architectural and Engineering services:

1. We will meet with you to discuss and review the scope of the renovations and confirm with you that the proposed improvements are consistent with the District's requirements.
2. We will visit the project site to become familiar with the existing conditions.
3. Based on the proposed improvements we will provide Design Development documents for review and approval by you, or an appointed district representative. This will include documents consisting of drawings and outline specifications. Drawings will include floor plans large scale plans depicting equipment layout, fixture locations and accessories for each area, basic finishes and schedules, initial engineering design of plumbing, mechanical, electrical and technology components required for the project.
4. MKC will plan for approximately 6,000 sf of additional future space for future Career Tech space once the district selects the program(s) to be offered.
5. It is our understanding that the district intends to engage the services of a Construction Manager at Risk (CMR). MKC will meet with the CMR (and Owner) at appropriate intervals during the Construction Document process to review, discuss further refinements, and development of the documents until such time as the Owner and CMR can agree on Guaranteed Maximum Price (GMP) for the work.
6. Upon approval of the Design Development documents, we will prepare construction documents for bidding, and submission to the authorities having jurisdiction. We will assist the Owner and CMR in taking bids for construction. This includes responding to Requests for Information (RFI's), preparing Addenda, reviewing the bids received, and making recommendations. It is understood that the Project will be bid as a Construction Manager as Constructor with a Guaranteed Maximum Price.

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Powell, OH 43065

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7. Plan approval/permitting fees, advertising, legal fees, and printing costs for mass distribution shall be paid by the District either direct or as a reimbursable expense.
8. MKC will exercise its Standard of Care in providing drawings and specifications referencing applicable codes and standards recognized by the Ohio Building Code (OBC).
9. During construction we will provide construction administration services as described in the AIA Abbreviated Owner- Architect Agreement. In summary this includes:
  - a. Site visits appropriate to the stage of the contractors operations.
  - b. Become generally familiar with and keep you informed about the progress and quality of the contractor's work.
  - c. Provide on-site observations to verify construction is proceeding in compliance with the Construction Documents.
  - d. Review the contractor's certificates for payments.
  - e. Review and take the appropriate actions on contractor submittals.
  - f. Prepare proposal requests and construction change directives.
  - g. Perform a final review and perform the close-out process

**Scope of Work:**

Provide construction documents, technical specifications and "Front-End" documents as necessary for work related to the New Field House. It is understood that the CMR will prepare the Scope of Work and the Bid Forms as they relate to the "Front-End" documents. The work included in this Project is intended to implement the Owner's recommendations and the preliminary design drawings prepared by MKC. The items included are listed below.

1. Improvements to include:
  - a. Construction of a new pre-engineered Field House facility of approximately 13,470 GSF as shown on drawings. The field house includes an athletic area with one (1) main court and two (2) cross-courts, weight room and two (2) small locker room areas. An additional shell space of approximately 6,030 GSF may be constructed for future improvement as a Career Tech space once the District selects the vocational program to be offered. Total building area is approximately 19,500 GSF. A mezzanine area will be included in the Field House portion of the project.
  - b. Civil engineering to include site grading, pavement design, and service extensions to existing on-site utility services. Modification of the existing storm water system adjacent to the new building may be required.
  - c. Connection of building domestic water, sanitary, gas, storm water, and electrical systems extended to the building from site utility services existing on the high school site.
  - d. The building will not be sprinklered.
  - e. The mechanical system is to provide heating and ventilating for the Field House building under base bid work. Air conditioning for the Field House facility will be designed as an Alternate Bid item. Additional heating, ventilating and air conditioning components will be required when the shell space is developed and provision for building services to the future mechanical equipment are to be included in the project scope. System controls are included in the project scope and are to be designed to be compatible with existing District standards.
  - f. Electrical system as required to provide lighting and power for the building. LED lighting is to be used throughout.
  - g. Installation of building fire alarm system fully compatible with the fire alarm system for the new high school building.
  - h. Design of technology systems within the project area to meet the District's needs. The technology system is to connect into the new high school system and include expansion capability for service to the future career tech area. Design to include security, access control, surveillance, and communication systems, all compatible with similar systems installed at the high school. Provisions for future data distribution are to be included in the project scope.
  - i. Provide miscellaneous finishes such as gymnasium flooring, fixed athletic equipment, and painting.
  - j. Other related work required to complete the Project.

**Services excluded from this Proposal but which may be necessary to complete the Project include:**

1. All work related to any required Special Inspections under Chapter 17 OBC, surveying or testing services, or other items not specifically identified above.
2. Hazardous material survey services or preparation of hazardous material abatement drawings and specifications.

**Anticipated Project Milestones: (2017)**

Feb 15	Submit Civil Drawings to Summit Soil and Water
March 8	Complete Construction Documents
March 9 to April 1	Obtain Plan Approvals/Permits (MKC has no control over review time)
April 1 to Dec 31	Construction Period

**Compensation:**

1. Based on the information gathered we propose to furnish the professional services identified above for fixed fee amount of \$85,000.00.
2. Changes in the scope of work identified above may result in an adjustment of the fee amount.

If you have questions, or need additional information, please call us.

Sincerely,

MKC ASSOCIATES, INC.  
 Architecture - Engineers - Planners  
  
 Todd R. Wroblewski, AIA  
 Email: twroblewski@mkcinc.com

Acceptance Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Attch: MKC Standard Terms and Conditions,

MKC ASSOCIATES, INC.  
STANDARD TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES
  - 1.1 Designate CLIENT'S representative with authority to receive information and transmit instructions for CLIENT. Changes in this individual may require additional fees. Provide available information pertinent to project, upon which MKC may rely. Arrange for safe access by MKC upon public and private property as required. Provide for MKC's right to enter the project site in order to fulfill the scope of services indicated. Examine documents presented by MKC, obtain legal and other advice as MKC deems appropriate, and render written decisions within reasonable time. Obtain consents, approvals, licenses, and permits necessary for project and not included in MKC's scope of work. Advertise for, and open, bids when scheduled. MKC may assist in these procedures. Provide, or arrange to have provided, other services necessary for project but not within scope of MKC's services. Indemnify MKC, its employees, agents, and consultants and subconsultants against claims arising out of CLIENT'S negligent acts in connection with the project.
  - 1.2 Authorization by the Owner to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Owner's acknowledgement invoice or other forms state terms additional to or different from those set forth herein, this Agreement shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative.
2. PERIOD OF SERVICE
  - 2.1 MKC is not responsible for delays due to factors beyond its control. If CLIENT requests changes in project, compensation for, and time of performance of MKC's services shall be adjusted appropriately. Promptly notify MKC when CLIENT learns of any development that affects scope or timing of MKC's services.
3. COST ESTIMATE
  - 3.1 Since MKC has no control over the cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. MKC does not guarantee that proposals, bids, or actual construction cost will not vary from its opinion of probable implementation cost.
4. GENERAL
  - 4.1.1 Termination: Either party may terminate obligation to provide further services upon twenty days written notice, after substantial default by other party through no fault of terminating party.
  - 4.1.2 CLIENT may terminate MKC's obligation to provide further services upon twenty days' written notice if project is canceled.
  - 4.1.3 In event of termination, progress payments due to MKC for services rendered, plus unpaid reimbursable expenses and termination charges, shall constitute total compensation due.
  - 4.2 REUSE of DOCUMENTS (Including Electronic Media).
    - 4.2.1 All tangible items prepared by MKC are instruments of service and MKC retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without MKC's written consent is prohibited. CLIENT will indemnify MKC, its employees, agents, consultants and sub-consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.
    - 4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of MKC's rights.
- 4.2.3 Any use or reuse of original or altered files by the CLIENT or others without written verification by MKC of CADD adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Furthermore, the CLIENT will, to the fullest extent permitted by law, indemnify and hold MKC harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the CLIENT will entitle MKC to additional compensation at the then current rate.
- 4.3 PAYMENT
  - 4.3.1 MKC shall submit a monthly statement for services rendered and reimbursable expenses incurred. Invoices shall be due and payable upon receipt for all services rendered and costs incurred.
  - 4.3.2 If CLIENT fails to make payment within twenty days after receipt of statement, interest of 1.5% per month shall accrue, and in addition, MKC may, after giving seven days' written notice, suspend services until it has been paid in full all amounts due.
  - 4.3.3 CLIENT has provided or shall provide for payment on account of any amounts withheld from payments to contractors. MKC's compensation shall not be reduced on account of any amounts withheld from payments to contractors.
  - 4.3.4 CLIENT'S obligation to pay is not dependent upon CLIENT'S ability to obtain financing, approval of regulatory agencies or CLIENT'S completion of the project.
  - 4.3.4 Unless client has given written notice that the amount of any unpaid fee is disputed, MKC shall not be required to pursue mediation or arbitration before proceeding to litigation for collection. MKC may recover all costs of collection including reasonable attorneys' fees and expenses and the reasonable value of MKC's time and expenses spent in connection with such collection action, computed at MKC's prevailing fee schedule and expense policies
- 4.4 CONTROLLING LAW. Agreement shall be governed by Ohio Law.
- 4.5 SUCCESSORS AND ASSIGNS
  - 4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of agreement.
  - 4.5.2 Neither party shall assign, sublet, or transfer any interest in agreement without written consent of the other, provided MKC may employ such independent consultants, and associates, as it may deem appropriate.
  - 4.5.3 Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the parties.
- 4.6 SEPARATE PROVISIONS. If any provisions of agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.
- 4.7 WAIVER. No waiver shall constitute a waiver of any subsequent breach.
- 4.8 MKC'S RESPONSIBILITY
  - 4.8.1 Responsibility. It is understood that in performing architectural and/or engineering services, MKC is not authorized to act as CLIENT'S agent in regard to contractual matters with others who may be involved in the project.

MKC is a professional Corporation. The proposed undertaking is made solely by such Corporation and the Principals and Shareholders of the Corporation have no personal liability with respect to the proposed undertaking.
  - 4.8.2 Standard of Care. MKC's services shall be performed in accordance with generally accepted principles and practices. In performing its professional services, MKC will use the degree of care and skill

ordinarily exercised under similar circumstances by members of its profession. This Standard of Care is in lieu of all other warranties and/or guarantee's, either expressed or implied.

4.8.3 ~~In recognition of the relative risks and benefits of the project to both the Client and to MKC, the Client agrees to the fullest extent permitted by law to limit MKC's liability and our sub-consultants to the CLIENT on this project, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, due to MKC's professional negligent acts, errors or omissions, and breach of contract such that the total aggregate liability of MKC to all those names shall not exceed \$10,000.00 or ten percent (10%) of the total of this professional services contract, whichever is greater.~~

4.8.4 Delays. Any delays in or failure of performance by either party under the Contract shall not constitute default here under or give rise to any claims for damages against said party if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes, or other concerted acts of workmen, inability to procure materials or labor, fires, floods, explosions, riots, war, rebellion, and sabotage.

4.8.5 Disclaimer: Asbestos or Hazardous Substances. It is understood that the handling or removal of asbestos, asbestos products, or hazardous substances involves certain health risks which require specific safety measures. MKC shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of CLIENT, Contractors or Subcontractors, nor for protection of the general public. Such responsibility for safety and safety measures is, and shall remain that of Contractors and Subcontractors. Therefore, CLIENT agrees to indemnify, hold harmless and defend MKC and its employees from all claims, suits, damages, or expenses, including but not limited to, fees and charges of attorneys and court arbitration costs, arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers, or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of services under this Agreement.

4.8.6 Disclaimer: ADA-Americans With Disabilities Act. ADA, a civil right law, is a complaint driven act that will be defined through the legal court system in the coming years. MKC shall take extreme care in addressing accessibility under Title III of ADA. MKC, its principals, shareholders, and staff shall assume no legal responsibility for the accuracy of any recommendations or other information contained in its design solutions. Neither shall liability be assumed for the outcome of decisions, contracts, commitments, or obligations made on the basis of MKC's recommendations or design solutions.

4.9 INSURANCE

4.9.1 Insurance. MKC represents that it and its agents, staff and consultants employed by it is and are protected by Workers' Compensation Insurance and has following coverage under professional liability, general liability and property damage insurance policies:

Professional Liability	\$2,000,000.00
Excess Liability	\$3,000,000.00
General Liability	\$1,000,000.00
Comprehensive Automobile Liability	\$1,000,000.00

Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing.

4.9.2 Within the limits and conditions of such insurance, MKC shall indemnify and save CLIENT harmless form and against any loss, damage or liability arising from any negligent acts, errors or omissions by MKC, its agent(s) or staff employed by it. MKC shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agent(s), staff, and other sub-consultants or subcontractors employed by it.

4.10 ELECTRONIC MEDIA

4.10.1 File Maintenance. In accepting and utilizing any electronic files furnished by MKC, the CLIENT agrees that all such electronic files are instruments of service of MKC, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including the copyrights. MKC is not required to maintain copies of

the electronic files beyond 60 days after project completion. The CLIENT agrees to waive all claims against MKC resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than MKC.

4.10.2 Data Files. The submitted data files are intended to work only as described in this agreement. These files are compatible only with Archicad 8.1 or AutoCAD Building Systems 2006 operating on an IBM-compatible PC under Windows XP. MKC makes no warranty as to the compatibility of these files beyond the specified release of the above stated software. MKC is not responsible for uses of the data outside of or beyond the scope of the agreement.

4.10.3 Acceptance Period. The CLIENT agrees that MKC will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 15 days after delivery of the electronic files. MKC stands by the accuracy of the sealed drawings that accompany the submittal.

During this period, the CLIENT may review and examine these files; any errors detected during this time will be corrected by MKC as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at MKC's hourly rates plus terms and conditions.

4.11 REIMBURSABLE EXPENSES

4.11.1 Reimbursable Expenses include those expenses incurred by the Architect/Engineer in the interest of the Project and shall be invoiced at a rate of 1.15 times the expense and in addition to the rates indicated:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions including photographs;
- .4 postage and handling of Drawings and Specifications;
- .5 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .6 renderings and models requested by the Owner;
- .7 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by MKC and MKC's consultants;
- .8 ~~meter rental.~~

4.12 CHANGE ORDERS

4.12.1 For Change Order work during construction authorized by the CLIENT for CLIENT initiated changes, additional payment to MKC shall be as follows:

- 1. seven percent (7%) of the additional construction cost of the Change Order unless other terms are previously agreed to in writing.

4.12.2 Payment of fees on approved Change Orders will be made as follows:

- .1 seventy percent (70%) of the fee after approval of Change Orders. Thirty percent (30%) of the fee will be made on completion of the work by the Contractor.

4.12.3 There will be no payment of fees on approved Change Orders processed as a result of errors and/or omissions on the part of MKC, except as may other wise be approved by the CLIENT.

4.13 ENTIRE AGREEMENT

4.13.1 This agreement including the attached proposal constitutes the entire understanding of the parties, and there are no representation, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

INITIALED AS ACCEPTED

\_\_\_\_\_  
MKC T.R.W. CLIENT DATE ACCEPTED

