

RESOLUTION NO. 12-63
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Roger W. Kassel ON THE
21st DAY OF April, 2003.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH LEVIN PORTER ASSOCIATES INC. FOR ARCHITECTURAL SERVICES CONNECTED WITH THE INTERIOR RENOVATION OF THE CENTERVILLE MUNICIPAL BUILDING.

WHEREAS, It has become necessary for the interior of the Centerville Municipal Building to be renovated and remodeled to provide new and revised offices and departmental areas, and

WHEREAS, An agreement has been executed between the City of Centerville and Levin Porter Associates Inc. for architectural services in order that said improvements can be made.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the action taken by the City Manager to execute an agreement between the City of Centerville and Levin Porter Associates Inc. for architectural services connected with the interior renovation and remodeling of the Centerville Municipal Building, be and is hereby ratified in the amount of \$40,000.00, a copy of said agreement which is attached hereto and incorporated herein, marked as Exhibit "A".

Section 2. That this Resolution shall become effective immediately upon passage.

PASSED this 21st day of April, 2003.

Sally D. Beak
Mayor of the City of Centerville, Ohio

ATTEST:

Maril Jane Saughel
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 12-03, passed by the Council of the City of Centerville, Ohio, on the 21st day of April, 2003.

Maril Jane Saughel
Clerk of Council

Approved as to form, consistency with existing Ordinances, the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AIA Document B141 - 1997

*Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services*

TABLE OF ARTICLES

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AGREEMENT made as of the Fourteen day of February in the year Two Thousand and Three
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
City of Centerville
100 West Spring Valley Road
Centerville, OH 45458

and the Architect:
(Name, address and other information)
Levin Porter Associates Inc
24 N. Jefferson Street
Dayton, Ohio 45402
LPA Project No. 37401.01

For the following Project:
(Include detailed description of Project)
The project consists of a Interior Renovation and Remodeling for the Municipal Offices of the City of Centerville as outlined on the attached Proposal Letter dated January 17, 2003, (as revised on March 25, 2003).



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The Owner and Architect agree as follows.

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ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")
N/A

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Interior Renovation and Remodeling at the existing Municipal Office of the City of Centerville.

1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)
N/A

1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)
As outlined in Levin-Porter's letter of January 17, 2003.

1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)
N/A

1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$400,000.00

1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)
Anticipated completion date of project is the Fall of 2003.

1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)
Competitive bid for single prime contractor in accordance with City of Centerville requirements.

1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)
N/A

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)
Ms. Jesse Lightle
Assistant to the City Manager
100 West Spring Valley Road
Centerville, Ohio 45458

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1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

As designated by Owner's Representative and the City Manager of the City of Centerville.

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

N/A

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

J. William Williams, AIA - Project Manager
Levin Porter Associates Inc
24 N. Jefferson Street
Dayton, Ohio 45402

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Mechanical & Electrical Engineering	Structural Engineering
Stan Engineering	Shell & Meyer Associates
7750 Paragon Road	2202 S. Patterson Blvd.
Dayton, Ohio 45459	Dayton, Ohio 45409-1930

1.1.4 Other important initial information is:
N/A

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

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1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

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1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.



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1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

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ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.1.4 If the project bids exceed ten percent (10%) of the Architect's cost estimates, the Owner will pay for publication and printing costs for re-bidding and the Architect will be responsible for the costs to re-design the Project.

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1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their



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execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

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1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect after Notice to the Owner shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American



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Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties 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.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

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1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be

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paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- ~~1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;~~
- 2 fees paid for securing approval of authorities having jurisdiction over the Project;
- 3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service during the bidding phase of the project;
- ~~4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- 5 renderings, models and mock-ups requested by the Owner;
- ~~6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~7 reimbursable expenses as designated in Paragraph 1.5.5;~~
- 8 other similar direct Project-related expenditures.

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1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

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1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

N/A

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

See attached Fee Proposal Letter dated February 17, 2003 for additional information.

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

The Architect shall be compensated for a fixed fee of forty thousand dollars (\$40,000.00). The cost for these services will be invoiced monthly on a percentage of completion for each phase of design and Construction Administration as follows:

Schematic Design Phase - 20%
Design Development - Construction Document Phase - 50%
Bidding Phase - 5%
Construction Administration Phase - 25%

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

In accordance with attached hourly billing dates.



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1735 New York Avenue N.W.
Washington, D.C. 20006-5292

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and one tenth (1.1) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and one tenth (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:
In addition to the compensation as described in Article 1.5.1.

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of is not required Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

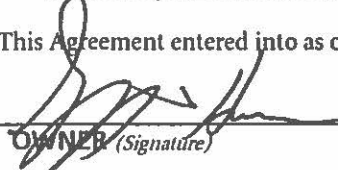
(Insert rate of interest agreed upon.)

10% per year.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*

Gregory B. Horn, City Manager

(Printed name and title)

ARCHITECT *(Signature)*

Ewald B. Schulte, AIA - President

(Printed name and title)

DRAFT

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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LEVIN · PORTER · ASSOCIATES · INC
ARCHITECTURE PLANNING INTERIOR DESIGN

January 17, 2003
(with March 25, 2003 revisions)

Ms. Jesse Lightle, Assistant to the City Manager
City of Centerville
100 West Spring Valley Road
Centerville, Ohio 45458

RE: Fee Proposal for
Renovation to Municipal Building
City of Centerville
LPA Project No. 37401.00

Principals
Ewald B. Schulte AIA
Thomas B. Thickett AIA
J. William Williams AIA

Dear Jesse:

The following is our fee proposal to provide professional services to the City of Centerville for the work associated with design and interior renovation to the Municipal Building for the City of Centerville. The following describes our understanding of the Scope of Services and a Cost to perform these services based on previous meetings and LPA's revised Preliminary Cost Estimate dated January 14, 2003.

Senior Associates
Mitchell L. Blankenship AIA
Jay T. Killingbeck CPA

1. Scope of Services and Project Schedule

1.1 Prepare construction plans, specifications, bidding documents and perform required site evaluation and coordination work for the following:

- A. Renovation to the City of Centerville's Municipal Building for new and revised offices and departmental areas. The renovation work to include the following areas and department:
- a. Relocation of Building Inspection and Zoning functions to this building on the Lower Level.
 - b. Relocation of the Assistant City Manager's area to the Lower Level.
 - c. Relocation of the Law Library to the Ground Floor Level.
 - d. Relocation of the Community Resources and Art Commission Coordinator areas on the Lower Level.
 - e. Renovation of the Finance Department on the First Level.
 - f. Relocation of the Clerk's Office area on the First Level.

Associates
Carrie L. Estock IIDA
Janna J. Hill AIA
Patrick A. Hillier AIA

Ms. Jesse Lightle
January 17, 2003

- g. Renovation of the Planning Department on the First Level.
 - h. Relocation of the City Manager's area to the Second Level.
 - i. Miscellaneous interior finish upgrades in the building as well as carpet replacement in the Council Chambers area.
- B. The scope of work covered by this proposal is based on the renovation work identified in LPA's revised cost estimate dated January 14, 2002, and as approved by the City as indicated in your e-mail correspondence dated January 2, 2002. The preliminary cost estimated for the renovation work at the Municipal Building is approximately \$400,000.
- C. Estimated time frame for the design and construction are as discussed previously with you and is as follows:

Design Work to Begin:February 2003
Approval to BidMid-March 2003
Bid PhaseMid-April 2003
Construction Work to Begin.....May 2003
Construction Completed.....October 2003 (*)

(*): To be based on final phasing plan approved by the City of Centerville for the renovation work.

This proposed schedule can be adjusted to meet City Council Meeting dates required for review / approval and construction contract award(s).
- D. Development of a phasing plan to minimizing the effects of the renovation work on the existing department and staff.
- E. Engineering Services associated with mechanical and electrical renovation work is included in our Scope of Work. This work will be performed by Stan & Associates, Inc.
- F. Preparation of supporting documents and permit applications for the general construction building permit from the appropriate governing agencies.
- G. Preparation of statement of probable construction cost for the renovation work for review and approval by the City of Centerville.
- H. The fee noted below recognizes that drawings for the existing building are available from the City of Centerville.

Ms. Jesse Lightle
January 17, 2003

- 1.2 All design work and specifications and bid documents shall be done in accordance with the City of Centerville's standards and requirements.
- 1.3 Bidding Document Phase Service to include assisting the City of Centerville in obtaining bids for the renovation and awarding of the contract for construction by the selected bidder(s).
- 1.4 Included Construction Phase Services are as outlined below:
 - A. Conduct periodic site visits (based on an average of one site visit per week during construction or as needed to address issues with the progress of the work and attend construction meetings to review work in progress for compliance with construction documents. A report of each site visit will be submitted for the City of Centerville's review. If additional site visits are requested by the City, the additional site visit will be billed on an hourly basis.
 - B. Review and approval of the Contractor's applications for payment and issue clarifying documents, bulletins and change orders as necessary for the completion of the project.
 - C. Perform final inspection and punch-list review, collect warranties, maintenance instructions, prepare record drawings and assist in the close-out of the project.

2. Cost of Services

- 2.1 We will provide the professional design services noted above and per the attached for a fixed fee as outlined below:

Basic Design Services through Construction: \$40,000.00.

See Paragraph 1.5.1 of AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect for percentage of fee payment per phase of the project completed.

Included in this Basic Design Services fee noted above are everyday incidental reimbursable expenses such as reproduction of progress and review drawings, mileage, postage, and printing costs.

- 2.2 The fee proposed above does not include the cost for reproduction of bidding and permit documents, building permits, specialized consultants (environmental, asbestos, etc.) and bidding legal notices. These services, if approved by the City, will be billed as a direct reimbursable expense to the City of Centerville without markup by this firm.

LEVIN · PORTER · ASSOCIATES · INC

HOURLY BILLING RATE SCHEDULE PER PROJECT CLASSIFICATION CATEGORY

FOR FISCAL YEAR ENDING 10/31/2003

Principal	\$ 150.00
Project Manager	\$ 105.00
Project Architect	\$ 90.00
Interior Designer	\$ 80.00
Intern Interior Designer	\$ 65.00
Intern Architect	\$ 75.00
On-Site Observer	\$ 80.00
Drafter	\$ 65.00
Administrative 2	\$ 100.00
Administrative 1	\$ 50.00
Marketing Consultant	\$ 65.00

The above rates are standard hourly billing rates and shall be adjusted annually on November 1 to Levin Porter Associates current standard hourly billing rates.

LEVIN · PORTER · ASSOCIATES · INC

Ms. Jesse Lightle
January 17, 2003

2.3 AIA Document B141-1997, Standard Form of Agreement
Between Owner and Architect will serve as the basis of our
agreement for the project.

We appreciate the opportunity to work with this renovation project and to
continue serving the City of Centerville, and trust the above proposal is
responsible to your request. Please do not hesitate to contact me if you have
any questions or need additional information or clarification. Your signature on
the line provided below will allow us to begin work immediately and complete it
at the earliest possible date.

Sincerely,



J. William Williams, AIA
LEVIN PORTER ASSOCIATES INC

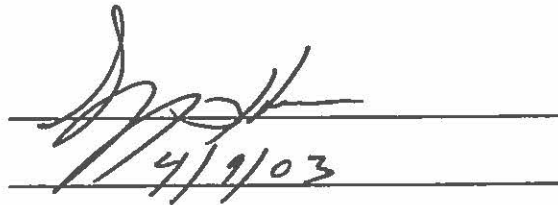
JWW:say

Enclosure: Preliminary Cost Estimate (Revised: January 14, 2003)

cc: Tom Thickett
Jay Killingbeck

Approved: _____

Date: _____



4/9/03