

**Board of Education Regular Meeting
May 11, 2020
Additions**

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items F through O are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

O. Resolution

The Administration recommends approval of a resolution authorizing architect agreement with VSWC Architects, Inc. for the provision of additional architectural services in connection with the athletic facilities at Eaton High School (Attachment E).

WHEREAS, in August 2012 the Eaton Community School District, County of Preble, Ohio (hereinafter called the "School District") engaged VSWC Architects, Inc. ("VSWC") to provide certain architectural services in connection with design of the Athletic Facilities & Wellness Center on Campus of Eaton High School (the "Athletic Facilities Project");

WHEREAS, the Athletic Facilities Project has been pursued in phases since VSWC performed its initial services;

WHEREAS, the School District now wishes to amend some portions of the Athletic Facilities Project related to the construction of six tennis courts, a fence surrounding them, and other related improvements, all of which will require additional architectural and design services;

WHEREAS, the School District has determined that the architectural firm of VSWC is best qualified to provide said additional services in accordance with generally accepted architectural practices for the School District;

WHEREAS, the School District and VSWC are prepared to execute an Agreement in connection with the extended scope of services to be provided with respect to the additional scope of the Athletic Facilities Project (the "Contract"), a copy of which Contract is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education, that after careful consideration and evaluation of the information before it:

Section 1. The Board of Education hereby authorizes the President and Treasurer to sign said Contract in substantially the same form as the attached Exhibit A; provided, however, that the President and Treasurer are also authorized to make modifications to the Contract prior to execution which do not substantially change the terms which are hereby approved.

Section 2. The Board of Education hereby authorizes the Treasurer to sign the Certificate of Funds and attach to a copy of the Certificate of Funds to the executed purchase order.

Section 3. The Board of Education hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, O.R.C.

Section 4. This resolution shall be in full force and effect from and immediately after its adoption.

Motion by _____, seconded by _____

Discussion

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

P. Executive Session

To consider the employment of a public employee or official

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene executive session.

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

May 8, 2020
(Revised)

Mr. Jeff Parker, Superintendent
Eaton Community Schools
306 Eaton Lewisburg Road
Eaton, Ohio 45320



via email: jparker@eaton.k12.oh.us
rtait@eaton.k12.oh.us

**RE: Architectural Services Proposal for New Tennis Courts at Eaton High School
For the Eaton Community Schools**

Dear Mr. Parker;

Thank you for the opportunity to provide architectural services for the Eaton Community School District and continuing our professional relationship. Based on our discussion and understanding of your needs, we offer the following scope of services proposal and letter contract for the New Tennis Courts at the Eaton High School (Phase 3 of the Athletic Facilities Master Plan).

Proposed Project Description:

The project includes the construction of (6) new tennis courts at the northwest corner of the Eaton High School/Middle School campus. The scope of work includes grading, base, pavement, surfacing, fencing and athletic equipment. The work also includes improvements to the site storm system and adjacent multi-use practice field. The project shall be publicly bid as a single prime contract to a General Contractor. The probable construction cost for the project is approximately \$ 602,000 based on VSWC's statement of probable cost dated 5/14/2018.

Architectural Scope of Services:

VSWC proposes to perform the following list of architectural services related to this project.

- Meet with Owner to review and evaluate project scope of work.
 - Review the existing site conditions.
 - Assist Owner in obtaining a new site topographic survey of project location.
 - Prepare construction drawings and specifications for public bidding.
 - Submit project to building department for building permit and zoning approval.
 - Distribute bid documents to contractors and plan rooms.
 - Review bids, conduct scope review meeting and assist Owner in selecting Contractor.
 - Prepare AIA standard contract for construction between Owner and Contractor.
 - Review Contractor's product submittals, shop drawings, project schedule and applications for payment.
 - Provide periodic site visits and attend construction progress meetings.
 - Review all completed work for conformance with construction documents.
 - Assist with final inspection, punch list review and final project closeout.
 - Assist with any warranty issues within warranty period.
- Existing or new stormwater review, design and calculations are excluded from scope of services.

Preliminary Schedule:

- It is our understanding that that the project shall be publicly bid in May -June 2020 with construction starting at the end of June 2020. The project would be complete on or around September 1, 2020.
- We are available to start immediately pending proposal approval.

Proposed Architectural Services Fee:

VSWC proposes a fixed fee of \$ 42,140 for the architectural services as outlined above.

Topographic Site Survey (performed by Kramer & Associates) \$ 3,975

Total proposed Fee = \$ 46,115

Optional Additional Services:

Construction & Material Testing (allowance) \$ 7,000

Other Terms:

- All travel expenses are included within our fees as stated above and reimbursable expenses are billed at actual cost plus 10% fee. Reimbursable fees include printing costs and permit fees.
- Amendment to this contract can be made by written agreement signed by both parties.
- Termination of this contract can be made by either party, at any time for any reason.
- Upon termination, VSWC will be paid for work done up to the date of termination, but no other termination fees will be charged. Any claim or dispute between the Client and Architect shall be submitted to non-binding mediation.
- The Architect is not responsible for construction means and methods performed by the Contractor.
- VSWC's professional liability for this project shall be limited to value of executed contract.
- Additional services shall be billed on an hourly basis.
- VSWC hourly rates are as follows:

Principal / Architect	\$180/hr.
Associate	\$160/hr.
Registered Architect / Interior Designer	\$150/hr.
Professional & Interior Staff	\$110/hr.
Intern & Administrative	\$ 90/hr.
- Total Project Fee will be invoiced per the following schedule of architectural services:

Schematic Design /Design Development	20%
Construction Documents	50%
Bidding / Contract Negotiation	5%
Construction Administration	20%
Project Closeout / Warranty	5%
- Attachments include: VSWC Architects Terms & Conditions; VSWC's Statement of Probable Cost dated 5/14/2018; and VSWC's Athletic Master Plan Drawing dated 5/14/2018.

If you find this proposal acceptable, please sign and return one signed copy to our office. If you have any questions or need clarification of the items listed above, please do not hesitate to call.

Thank you again for the opportunity to work with you on this project. Please contact Brad Adams with any questions or clarifications you may have concerning this proposal. We look forward to getting started.

Offered by:



 Signature Date 5/8/2020

BRADLEY ADAMS, V.P.

 Printed name / title

VSWC Architects, Inc.

Accepted by:

 Signature Date

 Printed name / title

Eaton Community Schools

TERMS & CONDITIONS

Fee: The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 10%. Any change in scope will be discussed prior to additional services being rendered.

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

Standard of Care: In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

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

Hidden Conditions (*Optional, use if existing structure or project*): A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold: The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of 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.

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

Risk Allocation: In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$ 10,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment: If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

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

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

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

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

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

Entire of Agreement: This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

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

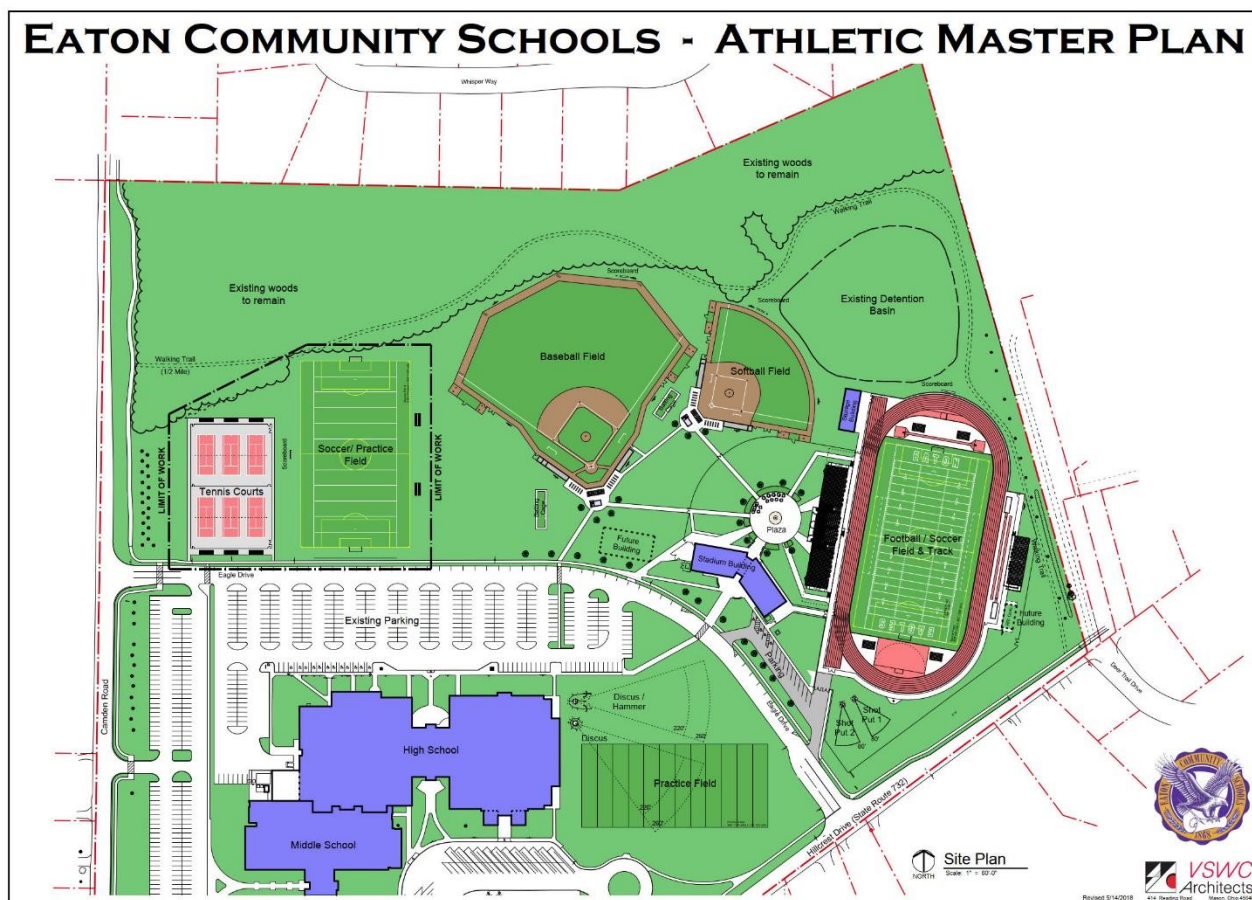
Athletic Facilities at the Eaton High School

Statement of Probable Cost

Tennis Courts - Phase 3 (6 Courts)	
Court Construction - (6) courts including grading, base, pavement, surfacing, fencing & athletic equipment	\$450,000
Multi-Use Practice field - Import topsoil, regrade & reseed grass practice field	\$90,000
Storm System Improvements - Add catch basins & underdrains	\$35,000
Construction Contingency (5%)	\$27,000
Total Probable Construction Cost	\$602,000
Architectural & Engineering Fees (7.0% of construction cost)	\$42,140
Site Topographic Survey	\$4,500
Construction & Materials Testing	\$7,000
Document Printing	\$300
Permits	\$2,500
Total Project Cost	\$658,440

Optional:	
1 Mobile bleacher seating - (6) bleacher sections at 30 seats each = 150 total seats	Add \$27,000
2 Athletic equipment at practice field - football goal post & soccer goals	Add \$30,000
3 Scoreboard at practice field	Add \$20,000
4 Tennis court sports lighting	Add \$120,000
5 Practice field sports lighting	Add \$225,000

EATON COMMUNITY SCHOOLS - ATHLETIC MASTER PLAN



	 <p><i>Excellence in People, Service and Solutions</i></p>	OHIO OFFICE 101 N. Barron St. Eaton, OH 45320 (937) 456-1332	INDIANA OFFICE 2009 Chester Blvd. Richmond, IN 47374 (765) 935-2696
		www.kramer2000.com	
		1 (800) 458-1332	Fax: (937) 456-6912

PROPOSAL / AGREEMENT

January 23, 2020

0120-007 03-08N-02E

Washington Township – Preble County

Attn: Brad Adams
 VSWC Architects
 414 Reading Road
 Mason, Ohio 45040

RE: ECS HS/MS Campus
600 Hillcrest Drive
Eaton, Ohio

Dear Mr. Adams,

Thank you for the opportunity to present this proposal. We have reviewed the request received on January 16, 2020, and we understand and appreciate the detailed list of survey requirements. Based on this information, we conclude that the fee and services for the work required will be as noted below.

Upon your review and acceptance of this proposal and terms, please sign below and remit to our office. Please retain a signed copy for your files. If you have any questions or require further assistance, please do not hesitate to contact our office. We look forward to working with you soon.

SCOPE & CONFIRMATION

➤ **TOPOGRAPHIC SURVEY**

Topographic Survey of approximately 6.5 acres, located in Section Three (03), Township Eight (08) North, Range Two (02) East, Washington Township, Preble County, Ohio. Services will be provided as requested in the email dated January 16, 2020. Basic boundary survey checks will be made to show setbacks and records research will be limited to easements that may conflict with the proposed improvements in the work area as shown on the above email.

- Coordinates will be provided on the Ohio South Zone State Plane Coordinate System;
- Set 3 capped rebar control points with lath noting the point number and elevation;
- Locate all existing utilities within the survey area;
- Pavement and ground shots will be on a 25' grid;
- Locations, invert elevations, and pipe sizes for all drainage structures within the surveyed area;
- Contours will be provided on 1 foot intervals, based upon the spot elevations collected in the field;
- Deliverables will be topographic survey maps in AutoCAD.dwg format (Version 2018).

Please note that utility locations such as pipe sizes and inverts will be determined by ground level observations and not by confined space entry.

FEE FOR ABOVE SERVICES: \$ 3,975.00

The fee listed above does not include the cost of a drainage study/calculations if required by the city/county building departments or the State of Ohio.

PROPOSAL: We hereby propose to perform the services described at the indicated fee in accordance with the terms attached to this proposal.

By: Chris Cruze
Chris Cruze, for Kramer & Associates

ACCEPTANCE: I/we hereby authorize Kramer & Associates to perform the services described at the indicated fee in accordance with the terms attached to this proposal, and accept said terms as part of this agreement.

V.P.
Client Signature, Person Responsible for Payment

5/8/2020
Date

BRADLEY ADAMS
Printed Name, Person Responsible for Payment
VSWC ARCHITECTS

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge for services over and above the estimate and will be billed based upon the attached Hourly Fee Schedule.

TERMS

1. The Client orders the professional services of Kramer & Associates, hereinafter called the Consultant, as described herein.
2. Consultant agrees to furnish and perform the professional services described in accordance with generally accepted professional practices. Consultant shall not be responsible for delays in completing said work that cannot be reasonably foreseen or for delays which are caused by factors beyond Consultant's control or delays resulting from the action or inaction of any governmental agency.
3. This proposal shall be valid if accepted and work is authorized within 90 days from the proposal date.
4. Client agrees to guarantee access to and make all provisions for Consultant to enter and work upon public and private lands as required to perform the work described in this agreement.
5. Client agrees to assist Consultant by placing at its disposal all available information pertinent to the project, including, but not limited to, previous plats and plans, survey information, agreements, information on uses/rights of others, deeds, reports, studies and other data.
6. All documents, including original drawings, file copies, estimates, specifications, field notes and data are to remain the property of Consultant as instruments of service. The Client may at his expense retain reproducible copies of drawings and copies of other documents, in consideration of which it is mutually agreed that the Client will use them solely in connection with this project, and not for the purpose of making subsequent extensions, divisions, or enlargements thereto, without the express written consent of the Consultant. Re-use for such purposes, or for new projects, shall require permission of the Consultant and shall entitle him to further compensation at a rate to be agreed upon by Client and Consultant.
7. It is agreed that the professional services described in this agreement shall be performed for Client's account and that Client may be billed upon delivery of copies or services, or monthly for a project of longer duration.
8. Statements are payable upon receipt. Interest computed at 1½% per month (but not exceeding the maximum rate allowable by law) will be added to amounts not paid within thirty (30) days. This is an annual rate of 18%. Client agrees to pay all costs of collection incurred by Consultant in the collection of any monies owed to Consultant by Client, including Consultant's cost of travel to court, reasonable attorney's fees, court costs, and other costs.
9. Client agrees to pay \$ 0 to Consultant prior to commencement of work on this project, which shall be credited to the final payment to be made hereunder, and to pay any remaining balance due to Consultant upon delivery of final billing to Client or his agent.
10. In no event shall Consultant be liable for any indirect, special or consequential loss or damage arising out of performance of services hereunder, whether caused by negligence of Consultant, or otherwise, and Client shall indemnify and hold Consultant harmless of any such damages or liability.
11. For any damage on account of any error, omission or other professional negligence the liability of Consultant and/or any surveyors, engineers, or others engaged in the performance of services under this agreement shall be limited to the amount of the fee charged, unless the Client and Consultant have, by written agreement, arranged for additional liability coverage prior to commencement of work on this project.
12. In the event, the Client makes a claim against the Consultant, at law or otherwise, for any alleged error, omission or other act, or damage arising out of the performance of professional services and the Client fails to prove such claim, then the Client shall pay all costs incurred by the Consultant in defending itself against the claim.
13. Consultant reserves the right to subcontract to qualified persons, firms, or corporations any or all of the work herein described.
14. Hazardous or toxic materials may exist at a site that were not anticipated. The Consultant and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. It is agreed that the discovery of unanticipated hazardous materials may make it necessary to take immediate measures to protect human health and safety, and/or the environment. The Consultant agrees to notify the Client as soon as practically possible should unanticipated suspected hazardous materials be encountered. The Client agrees to compensate the Consultant for the additional cost of such work and agrees to indemnify, defend and hold the Consultant harmless from any claim or liability for injury or loss arising from the Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials.
15. Upon a documented and supported request by the Consultant, the contract sum may be renegotiated to cover justifiable costs not within the purview of the scope, and cost of the services originally contemplated herein, and not due to lack of diligence or capability on the part of the Consultant. Such costs may arise from significant changes in the scope and character of such services, the establishing or evolving unusual complexities in the requirements to accomplish the job fulfillment, or from unforeseeable circumstances or delays beyond the control of the Consultant. Compensations for such additional services shall be negotiated by contractual parties prior to written authorization by the Client.
16. Either the Client or Consultant shall be privileged to terminate this agreement at any time by giving the other party fifteen (15) days written notice thereof, in which case Consultant shall be paid in full for all service performed prior to termination.
17. Consultant and the Client each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to this agreement.
18. Underground utility information such as pipe sizes and elevations will be determined by ground level observations and not by "confined space entry". Existing systems will be represented as indicated by said aboveground observations. If further information is desired regarding condition and/or alignment, or continuity of underground systems, the client may employ or assign the Consultant to employ additional services or means to obtain such data.

K&A Terms Revised 02-27-12

VSWC Architects - ECS HS-MS Campus - Topographic Survey 0120-007 0122320