

MICHAEL SCHUSTER ASSOCIATES

May 8, 2001

Chief Ron Ferrell
City of Mason
202 W Main St.
Mason, Oh 45040

316 W. Fourth Street
Cincinnati, OH 45202
513 241 5666
fax 241 0978

**Re: Summary of Additional
Service Requests
City of Mason Municipal Bldg.
MSA Ref. #00112.00**

Dear Ron:

Per the requests of the core committee I have prepared the following summary of additional service requests to amend our original service contract.

Ron, Please review the attached summary and let me know if we can be of any further assistance on this matter.

Sincerely,



Richard A Tripp, AIA
Principal

c: Core Committee Members
John Willis, MSA
Kathy Woodham, MSA
Michael Schuster, MSA
File

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Architecture
Planning
Interior Design
Environmental Graphics

Item	Issued	Summary	Fees	Reimbursable Expenses
1. Ceremonial Plaza, MSA Ref. #00112.40	October 10, 2000	On October 3, 2000, our office was instructed to prepare a design fee proposal for this work.	\$71,000.	\$69,000.
2. Building Technology & Site Alternatives, MSA Ref. #00112.00	February 19, 2001	On February 15, 2001, our office was instructed to prepare a design fee proposal to accommodate expanded E.O.C. communications capacity and additional site features to accommodate overall safety, public access and long term maintenance items.	\$24,800.	As required
3. AIA Contract Assistance & Revisions MSA Ref. #00112.60	March 5, 2001	On March 3, 2001 our office was instructed to provide minimal supplemental contract revisions & recommendations to support Wood & Lamping's services.	\$ 2,175.	As required
4. Construction Contract Administration Services. MSA Ref. #00112.20	March 20, 2001	On February 20, 2001 our office in conjunction with assistance from the core committee reviewed a stream lined approach to project construction administration. These services will be reviewed and approved on a monthly basis by the core committee.	\$7,750- 11,250 On a monthly basis as required.	Included

Item	Issued	Summary	Fees	Reimbursable Expenses
5. Programming & Initial Concept Design for the Mason Veterans Memorial MSA Ref. #01112.00 <i>WJY</i> <i>PKC</i> <i>ERC</i>	April 18, 2001	On March 21, 2001 our office was instructed to prepare a scope of services for the Mason Veterans Memorial. Our mission is to work with the Veterans Memorial Design Committee to establish a program & initial "vision" for this project.	\$23,000.	As required
6. Digital Video & Wireless Connectivity MSA Ref. #00112.65		On February 13, 2001 our office was instructed to prepare a proposal to design the specifications for the alternative of providing digital video equipment for the Municipal Building.	\$ 2,500.	As required

THE ASSOCIATES

10 October 2000

Chief Ron Ferrell
City of Mason
14 W. Main St.
Mason, OH 45040

Re: **Mason Municipal Building/ Additional Architectural &
Engineering Design Services for Option 'F'
PSA/MSA Ref. # 00112.00**

316 W. Fourth Street
Cincinnati, OH 45202
513 241 5666
fax 241 0978

Mr. Ron:

As a follow-up to our meeting on October 3, 2000 our office has prepared a request for additional design services for the following items. Please note that these services and the corresponding reimbursable expenses will be billed on an hourly rate not to exceed these limits.

Option F Additional Design Items

Estimated Costs	Construction Budget	A & E Fees	Reimbursable Expenses
PSA/MSA Ref # 00112.40 Ceremonial Plaza	\$ 790,025	\$ 71,000	\$ 6,900
PSA/MSA Ref # 00112.35 Main Lobby Clerestory & Administration/Police Light Wells	500,000	44,700	4,300
Total Estimated Cost	\$ 1,290,025	\$ 115,700	\$ 11,200

Please note that these costs were included in the budget estimates dated 10/03/00.

Tripp, AIA

PHILLIPS SWAGER ASSOCIATES
Architects-Engineers-Planners
3622 North Knorrville Avenue
Peoria, Illinois 61603



PROJECT MEMORANDUM

To: Rick Tripp
MSA
From: Jeff Hunt
Date: February 16, 2001
Project: Mason City Building
PSA Project No.: 4518.10

Re: Digital Video and Wireless Connectivity

Per our conversations with Chief Ferrel at your offices on February 13, 2001, we have done some preliminary cost comparisons of digital versus tape recording for the project.

	Digital	Analog (tape)
Recording of 16 cameras	\$30,000	\$9,600

These are budgetary numbers based on past project experience. Desired features and length of unattended recording time may change the actual costs. PSA would be happy to explore digital recording systems for the project, but doing so in the time remaining is not possible.

Regarding our conversation about remote connectivity for the City's data networks, PSA would be happy to design a more reliable system for the City. However, our understanding of the scope of the system and the nature of the problems the City is experiencing is very limited. We are unable to offer budgetary costs for this work prior to meeting with City officials to establish project scope.

Distribution: HDW
File

MSA

MICHAEL SCHUSTER ASSOCIATES

316 W. Fourth Street
Cincinnati OH 45202

Architecture
Planning
Interior Design
Environmental Graphics

19 February 2001

Greg Nichols
City of Mason
202 West Main Street
Mason, OH 45040

50

**Re: Mason Municipal Building
Architectural and Engineering Services for
Building Technology and Site Alternates
MSA Ref #00112.00**

Dear Greg:

As a follow-up to our conversation on 15 February, our office has reviewed the scope of work for the above referenced items. Our office is currently completing the original project scope and has also executed several additional items in order to finalize the contract documents. Please review the items as listed below:

A. A&E Additional Services for Building Technology:

<u>Item</u>	<u>Current Status</u>
1. Revisions of the radio distribution system per Warren County.	\$2,500 - \$3,000
2. Additional security alarm requirements at court and fire department areas.	\$4,000 - \$6,000
3. Additional security cameras at building parking lots and plaza.	\$1,000 - \$1,500
4. Telephone and data coordination at Community Center.	\$1,500 - \$1,800
5. E.O.C. coordination with Warren County.	*Hourly
6. Design of digital surveillance system.	Pending Building Com. Review
7. Investigation of alternative wireless systems for communication between new city building and existing city building.	*Hourly

8. Additional overhead alarm system tied to radio dispatch at fire department administration.

\$1,000 - \$ 1,800

Total Estimated Additional Services for 'A'

\$10,000 - \$14,100

* Billed hourly per PSA Project Memorandum dated February 16, 2001

B. A&E Additional Services for Overall Site Work

Item

1. Site signage elements at entrances.
2. Increased plaza lighting and furnishings.
3. North Road landscaping.
4. Overall site irrigation system.

Current Status

\$2,500 - \$3,500

\$2,000 - \$3,000

\$2,500 - \$3,000

\$1,000 - \$1,200

Total Estimates Additional Services for 'B'

\$8,000 - \$10,700

Greg, please review these items and let me know your thoughts.

Sincerely,



Rick Tripp, AIA
Principal

Feb 28 01 05:04p

SMITH, ROLFES & SKAVDAHL COMPANY, L.P.A.

ATTORNEYS AT LAW

MATTHEW J. SMITH* †
 JEROME F. ROLFES
 DUANE R. SKAVDAHL** †
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FAX TRANSMITTAL FORM

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PLEASE REPLY TO:

Cincinnati

FROM: Michael E. Jacobs, Esq.
 TO: Richard Tripp, AIA
 FAX NO. (513) 241-0978
 DATE: February 28, 2001

NUMBER OF PAGES FOLLOWING: 2 FEE AGREEMENT
 ORIGINAL WILL NOT FOLLOW VIA U.S. MAIL: X

If you have any questions or problems receiving this telecopy
 please contact Roseann Sand at (513) 579-0080:

UNLESS OTHERWISE INDICATED OR OBVIOUS FROM THE NATURE OF THE TRANSMITTAL, THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR OR ARE NOT SURE WHETHER IT IS PRIVILEGED, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Fee Agreement

This agreement entered into between Michael Schuster Associates, Inc. and Richard Tripp, hereinafter referred to as "Client," and Michael E. Jacobs, Esq. and Smith, Rolfes & Skavdahl Company, L.P.A., hereinafter referred to as "attorneys," to wit:

1. This Agreement shall take effect upon its execution by both parties.
2. Client hereby retains attorneys for representation with respect to the professional services rendered for the Mason Municipal Building project.
3. The parties agree that said representation shall include the following services: provide advice and counsel relating to the form of contract for construction management services to be prepared by the client, research applicable law regarding public bidding procedures regarding same, public contracts and requirements and advise client of same, assist in negotiations or drafting of agreements for the client regarding professional services to be provided for project. Attorney will send Client monthly statements of fees, costs, and expenses incurred.
4. Client agrees to pay attorneys for said representation by the following methods:
 - a. A fee of \$150.00 per hour for services rendered by any attorney to a maximum of \$1,500.00 unless agreed by both parties that such sum reasonably needs to be increased.
 - b. Costs and expenses to be reimbursed at 100%

Photocopying	\$.15 per page
Mileage	\$.31 per mile
5. Client shall be responsible for costs incurred during the course of the representation. Such costs include but are not limited to court costs; deposition costs; witness, expert, and consultant fees, such as doctors, engineers, economists, and visual artists for investigation, consultation, examination or the preparation of reports or exhibits; discovery costs; long distance tolls; mileage, parking, postage, and delivery charges incurred by attorneys. Attorney will charge for waiting time in court and in such other place as necessary. It is the client's duty to pay these costs in advance whenever possible. Whenever these costs are not paid in advance, attorneys shall be reimbursed within thirty days of the date of the invoice to the client. Attorney will also charge for travel time at the above hourly rates for services to be billed by the hour. In the event it becomes necessary to hire expert witnesses, consultants, or investigators, Attorney will not hire such persons unless Client agrees to pay their fees and charges and deposits with Attorney an amount sufficient to pay such fees and charges. The minimum billable time period is 1/10 (10%) of an hour. The total fee for the representation and any costs advanced by attorneys shall be paid no later than 30 days after the date of the invoice to the client. Any fees or costs not paid within thirty days from the date of the invoice shall be deemed overdue and shall bear an interest of 1% per month.

Feb 28 01 05:04p

this Agreement. The lien shall cover any sums due and owing to Attorney at the termination of Attorney's services and will attach to any money or property recovered by Client. Attorney shall also have a lien on Clients' records, money, or property in attorney's possession for the sums due and owing to Attorney at the termination of Attorney's services.

7. Client agrees to tell Attorney the truth, to cooperate with Attorney, to keep Attorney informed of any developments that are relevant to the case, to faithfully comply with this Agreement, to pay Attorney's fees on time, and to keep Attorney advised of Client's address and telephone number and any changes of such address or telephone number.

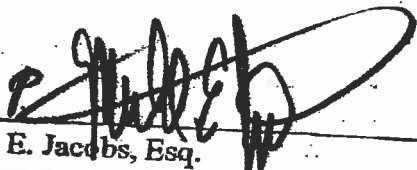
8. Attorney will use Attorney's best efforts in representing Client, but makes no promises or guarantee regarding the outcome of Client's business affairs. Attorney's comments regarding the outcome of the representation are mere expressions of opinion. Neither does Attorney guarantee any time frame within which Client's case will be resolved.

9. Failure by the Client to discharge Client's duties, pay any fees, costs, or expenses reasonably required by the representation is grounds for termination of the Attorney-Client relationship.

~~10. The undersigned representative of the client represents he/she is authorized to sign for Client.~~

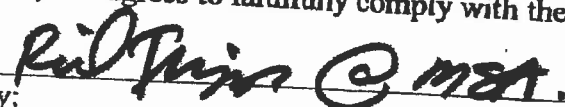
Dated: 3.2.01

BY:


Michael E. Jacobs, Esq.
1014 Vine Street, Suite 2350
Cincinnati, OH 45202
(513) 579-0080

Client represents that Client has carefully read and fully understands every word in this Agreement and agrees to its terms and conditions, and agrees to faithfully comply with them.

By:

 @ MSA

MICHAEL SCHUSTER ASSOCIATES

March 5, 2001

City of Mason
Greg Nicholls
214 W. Main St.
Mason, OH 45040

Re: **Mason Municipal Building**
AIA Contract Assistance & Revisions
MSA Ref. #00112.40 60

Dear Greg:

As a follow-up to my fax dated 2/28/01 and our meeting on 3/03/01. Our office will provide suggested contract revisions and recommendations for the City to review. As we discussed, our services will be billed on an hourly rate, not to exceed \$2,175.00. Reimbursable expenses are not included in the not-to-exceed amount and will be billed at 1.15 times our cost. These include, but are not limited to, printing/reproductions, special materials/services, photography, mileage and travel expenses, telephone charges, fax transmissions, delivery/postage services and permits. Please note that if the scope of work changes, our office will notify you of those changes.

Sincerely,

Richard A Tripp

Richard A Tripp, AIA
Principal

316 W. Fourth Street
Cincinnati, OH 452
513 241 5666
fax 241 0978

**CITY OF MASON
 CONTRACT ADMINISTRATION RESPONSIBILITY MATRIX
 MSA/PSA REF #00112.00
 Issued: 02/20/01
 Revised: 03/19/01**

			City of Mason	MSA/ PSA	C.M.
1.		Special Design/Documentation, including:			
	1.01	Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the work other than shown on the GMP documents.		X	
	1.02	Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the work other than shown on the GMP documents.			X
	1.03	Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the work.			X
	1.04	Preparation and coordination of Constructware Computer Construction Management System.			X
2.		Bidding or Negotiation Services, including:			
	2.01	Bidding Materials services consisting of organizing and handling Bidding Documents for:			X
		A. Coordination			X
		B. Reproduction			X
		C. Completeness review			X
		D. Distribution			X
		E. Distribution records			X
		F. Retrieval			X
		G. Receipt and return of document deposits			X
		H. Review, repair and reassembly of returned materials			X

	2.02	Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.		X	
	2.03	Assistance to Owner in establishing list of Bidders or proposers.			X
	2.04	Pre-qualification of Bidders or proposers.			X
	2.05	Participation in pre-bid conferences.	X	X	X
	2.06	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.		X	
	2.07	Attendance at bid openings(s).	X	X	X
	2.08	Documentation and distribution of bidding results.			X
3.		Analysis of Alternates/Substitutions consisting of:			
	3.01	Consideration, analysis, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.	X	X	X
4.		Special Bidding services consisting of:			
	4.01	Attendance at bid openings, participation in negotiations and documentation of decisions for multiple contracts or phased work.			X
	4.02	Technical evaluation of proposals for building systems.		X	
	4.03	Participation in detailed evaluation procedures for building systems proposals.		X	X
5.		Bid Evaluation services consisting of:			
	5.01	Validation of bids or proposals.			X
	5.02	Participation in reviews of bids and proposals.			X
	5.03	Evaluation of bids or proposals.			X
	5.04	Recommendation on award of Contract(s).	X	X	X

	5.05	Participation in negotiations prior to or following decisions on award of the Contract(s).	X	X	X
6.		Contract Award services consisting of:			
	6.01	Notification of Contract award(s).	X		
	6.02	Assistance in preparation of construction contract Agreement forms for approval by Owner.			X
	6.03	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).			X
	6.04	Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents.			X
	6.05	Preparation and distribution to Contractor(s), on behalf of the Owner, of notices(s) to proceed with the work.			X
7.		Submittal Services consisting of:			
	7.01	Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.		X	X
	7.02	Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.			X
	7.03	Maintenance of master file of submittals.			X
	7.04	Related communications.	X	X	X
8.		Observation Services			
	8.01	Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work when completed will be in accordance with Contract Documents; preparing related reports and communications.			
	8.02	Joint Representation	X	X	

9.		Owner Project Representation consisting of:			
	9.01	Selection, employment and direction of Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be as described.			
	9.02	Joint Representation	X	X	
10.		Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:			
	10.01	Coordination of security and surveillance equipment at holding facility. Document review and state submittals.		X	
	10.02	Coordination of audio visual equipment document review and submittals.	X	X	X
	10.03	Coordination of owner interface of wireless telecommunications systems and vendors.	X	X	X
	10.04	Coordination of E.O.C. communication system and interface with Warren County.	X	X	X
	10.05	Coordination of fire department alarm and technology systems.	X	X	X
	10.06	Coordination and review of ceremonial plaza water feature operation.	X	X	X
	10.07	Administration and coordination of field testing required by the Contract Documents.			X
	10.08	Recommending scope, standards, procedures and frequency of testing and inspections.		X	X
	10.09	Arranging for testing and inspection on Owner's behalf.			X
	10.10	Notifying inspection and testing agencies of status of work requiring testing and inspection.			X
	10.11	Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency.		X	X
	10.12	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the work.			X

11.		Supplemental Documentation services consisting of:			
	11.01	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner.		X	
	11.02	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.		X	
12.		Quotation Requests/Change Orders consisting of:			
	12.01	Preparation, reproduction and distribution of Drawings and Specifications to describe work to be added, deleted or modified.		X	
	12.02	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.	X	X	X
	12.03	Review and recommendations relative to changes in time for Substantial Completion.	X		X
	12.04	Negotiations with Contractor(s) on Owner's behalf relative to costs of work proposed to be added, deleted or modified.		X	X
	12.05	Assisting in the preparation of appropriate modifications of the Contract(s) for Construction.		X	X
	12.06	Coordination of communications, approvals, notifications and recordkeeping relative to changes in the work.			X
13.		Contract Cost Accounting services consisting of:			
	13.01	Maintenance of records of payments on account of the Contract Sum and all changes thereto.			X
	13.02	Evaluation of Applications for Payment and certification thereof.			

14.		Furniture, Furnishings and Equipment Installation Administration, Security Installation Audio Visual consisting of:			
	14.01	Review and assistance in interpretation of furniture and moving company final bid.	X		
	14.02	Assistance to the Owner in coordinating schedules for delivery and installation of the work.	X	X	
	14.03	Start-up and testing of security and surveillance equipment.			X
	14.04	Start-up and testing of audio visual equipment.			X
	14.05	Start-up and testing of wireless communications systems.			X
	14.06	Start-up and testing of E.O.C. equipment.			X
	14.07	Start-up and testing of ceremonial plaza water feature.			X
	14.08	Move coordination of existing furniture with new purchased furniture.	X		
	14.09	Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.	X	X	
15.		Interpretations and Decisions consisting of:			
	15.01	Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the work as provided in the Contract Documents.	X		
	15.02	Rendering written decisions within a reasonable time and following the procedures as set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreement.	X		
	15.03	The General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A271, current as of the date of this Agreement for Resolution of Claims and Disputes.	X		

16.		Project Closeout			
	16.01	Project Closeout services initiated upon notice from the Contractor(s) that the work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization		X	X
	16.02	A detailed inspection with the Owner's representative for conformity of the work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.	X	X	X
	16.03	Determination of the amounts to be withheld until final completion.			
	16.04	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).	X	X	X
	16.05	Issuance of Certificate(s) of Substantial Completion.		X	
	16.06	Inspection(s) upon notice by the Contractor(s) that the work is ready for final inspection and acceptance.	X	X	X
	16.07	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.			X
	16.08	Final inspection with the Owner's representative to verify final completion of the work.	X	X	X
	16.09	Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.			X
	16.10	Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).			X
	16.11	Issuance of final Certificate(s) for Payment.	X		

17.		Post-Contract Services, Maintenance and Operational Programming services consisting of:			
	17.01	Assistance in the establishment by the Owner of in-house or contract program(s) or operation and maintenance of the physical plant and equipment.	X		X
	17.02	Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.	X		X
	17.03	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.	X		X
18.		Start-Up Assistance consisting of:			
	18.01	On-site assistance in the operation of building systems during initial occupancy.	X		X
	18.02	Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures.	X		X
	18.03	Administration and coordination of remedial work by the Contractor(s) after final completion.		X	X
19.		Record Drawing services consisting of:			
	19.01	Making arrangements for obtaining from Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the work.			X
	19.02	Review of general accuracy of information submitted and certified information furnished by the Contractor(s).		X	X
	19.03	Preparation of record drawings, based on certified information furnished by the Contractor(s).			
	19.04	Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.			X

20.			Warranty Review consisting of:			
	20.01		Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.	X		X
	20.02		Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.	X		X
	20.03		Documenting defects or deficiencies and assisting the Owner in preparing instruction to the Contractor(s) for correction of noted defects.	X		X
21.			Post-Contract Evaluation consisting of:			
	21.01		Project inspection at least one year after completion of the work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:	X		X
	21.02		The initial Project programming versus actual facility use.		X	
	21.03		The functional effectiveness of planned spaces and relationships.		X	
	21.04		The operational effectiveness of systems and materials installed.			X

20 March 2001

Chief Ron Ferrell
City of Mason
202 W. Main Street
Mason, OH 45040

**Re: Mason Municipal Building
Contract Administration Services
MSA Ref #00112.20**

Dear Ron:

As a follow-up to our conversations, we have prepared an expanded scope of contract administration services for the above reference project. We believe these services will be required in an effort to deliver a high quality building project. Ultimately, as providers of professional services, we want the citizens of Mason to be completely satisfied with this building project. As design professionals, we want everyone involved to be proud of this project after our services are complete, as you, our peers, and the public will evaluate our abilities based upon what they see years afterward. Meeting these goals takes teamwork and shared vision.

As hundreds of people and dozens of companies become involved with this project, post design and contract administration services such as coordination of services, quality assurance, and conflict management during construction are important to a successful project. To get the most of your project, these services are best handled by those who have personal knowledge regarding your project. Our design team is well suited to fill these important roles.

Where some may be questioning the need for these types of service, it is important to understand everyone is human. Drawings by our design team and their interpretation by contractors, fabricators, and construction managers may sometimes result in differing opinions on the means to accomplish your vision. Differing opinions can lead to situations which, if unaddressed until after the project is complete, can lead to an unsatisfying building and a number of other problems including your vision being unclear, maintenance cost increases, cost overruns, delays in project completion and legal action. To avoid these problems, post-design and contract administration services can help you identify possible problems and solve them. The proper scope of post-design and contract administration services depends upon the project, project delivery system and your tolerance for risk. A project with limited post-design and contract administration services runs an extremely high risk of having problems which could have been avoided. Complex projects for clients with little experience in managing such construction poses an even greater risk. Too often when post-design and contract administration services are minimal on a large complex project, the client will be left with disastrous results.

Our design team is prepared to offer post-design and contract administration services for this project. We believe that our team, combined with the experience and knowledge base of the building core committee, can deliver a successful project.

Contract Administration Process

The following process will consist of three levels of checks and balances throughout the construction process. The goal of this process is to provide rapid response and communication between the owner, architect, and construction manager. This communication process will be vital in providing clear direction of this project. This method of communication will be required to provide clarity, not only for this project but, also, in coordinating adjacent construction activities, i.e. the Community Center and the widening of Mason-Montgomery Road.

PROJECT TEAM

City of Mason Construction Process Team

This core committee will meet bi-weekly to review overall project status, i.e. budget, time and quality issues. This group will also provide the communication link back to the Council Building Committee as required.

City of Mason Building Committee Management

Ron Ferrell/Richard Fair/Richard Tripp – These building committee representatives will attend weekly on site construction meetings. Their input will be vital in providing leadership and direction in resolving City policy issues as they pertain to the adjacent construction activities and major building design issues.

City of Mason On-Site Management

Greg Nicholls/John Willis/Frances Gooding – These committee members will provide on-site contract administration as required to provide direction and resolution to many issues. This group will be the City's day-to-day contact with the construction manager.

FEEES AND EXPENSES

MSA and its consultants have prepared a revised fee schedule based on the preceding contract administration responsibility matrix. We have prepared an itemized list of anticipated time that our office will be spending on this project. We will track our activities on a weekly basis and send all recorded hourly time to Greg Nicholls at the conclusion of each month. We will bill our services using the same process we have used to date.

<u>Personnel</u>	<u>Estimated Monthly Time</u>	<u>Estimated Cost</u>
Richard Tripp	2-4 hrs/wk = 8-16 hrs/mo	\$ 800 - \$ 1,600
John Willis	18-24 hrs/wk = 72-96 hrs/mo	\$ 5,400 - \$ 7,200
Frances Gooding	6-8 hrs/wk = 24-32 hrs/mo	\$ 1,200 - \$ 1,600
	Sub-Total	\$ 7,400 - \$10,400
	Reimbursable Expenses	\$ 150 - \$ 350
	Consultant Allowance	\$ 200 - \$ 500
		\$ 7,750 - \$11,250

Please note that our original proposal for contract administration services included the following:

Base Fee Proposal dated 04/14/00	\$35,000
Reimbursable Expenses	\$ 6,000
Revised A&E Fee increase in C.M. Budget \$115,700 (deduct \$71,000 for Plaza design)	\$44,700
Total Available Remaining Fee	\$79,700
Reimbursable Expenses	\$ 6,000

Ron, once again, thank you for the opportunity to present this process to the core committee. We believe that this team approach will provide a quality project for the City of Mason.

Sincerely,

Rick Tripp, AIA
Principal

Enclosures

April 18, 2001

Mr. Eric Hansen
Assistant City Manager
City of Mason
214 W. Main St.
Mason, OH 45040

**Re: Programming and Initial Concept Design
for City of Mason Veterans Memorial
MSA Ref. #01112.00**

Dear Eric:

As a follow-up to our meeting on March 21 2001, our Design Team has prepared a proposal for your review and comment. The intent of these initial phases would be to work closely with the Veterans Memorial Design Committee to begin conceptualizing this project. Once this phase is completed there will be a clearly articulated vision for the Veterans Memorial Project.

- **Project Understanding**
- **Proposal Outline**
 - Phase I Project Programming Phase**
 - Phase II Concept Design Phase**
- **Professional Fees and Reimbursable Expenses**

Project Understanding

The intent of this document is to provide the necessary project program development and schematic concept planning needed to develop a "vision" for the Veterans Memorial. These services would be executed by our office in close collaboration with Nancy Holian. Together we will work with the Veterans Design Committee to begin the concept planning for this exciting project. Our services will be performed within the guidelines of this proposal and as directed by the Veterans Memorial Design Committee.

Proposal Outline

I. Project Programming Phase		Est. Hours
1. Development of a Questionnaire to be used by the Veterans Memorial Design Committee to prepare and initial project program.	500 - 800	6 - 11
2. Conduct interviews of Veterans and key groups to establish the vision of this memorial.	1,700 - 2,000	22 - 27
3. Development of a project outline that will indicate square footage allocations for overall layout of the memorial.	<u>1,600 - 1,700</u>	<u>21 - 23</u>
Fee Range \$	3,800 - 4,500	49 - 61
I. Concept Design Phase		Est. Hours
1. Development of "image" and concept boards for initial feedback from the Veterans Memorial Design Committee.	\$ 3,000 - 4,000	40 - 53
2. Development of site alternatives for integration of concepts into the design of the Municipal Building and adjacent landscape.	2,000 - 3,500	26 - 46
3. Refinement of the image boards and development of an overall concept site plan options.	500 - 1,000	7 - 13
4. Refinement of site plan options and development of initial thematic concepts and three dimensional images.	\$ 500 - 1,000	7 - 13
5. Development of initial site planning models.	500 - 1,000	7 - 13

Eric Hansen
March 26, 2001
Page - 3

6.	Refinement of overall design concepts and integration of refined graphic and sculptural concepts.	500 - 1,000	7 - 13
7.	Preparation of initial overall project costs.	500 - 500	7 - 13
8.	Conduct initial presentation of the public.	500 - 500	7 - 13
9.	Refinement of overall project based on public input.	500 - 1,000	7 - 13
10.	Preparation of a final schematic design package consisting of the following:	9,500 - 9,500	140 - 140
	a. Preparation of an overall site plan concept.		
	b. Preparation of 3 renderings of key areas within the memorial.		
	c. Preparation of initial sculptural or memorial components.		

Fee Range \$ 18,000 - 23,000 255-330

Note: A final site development model and/or three dimensional animated video can be executed as an additional service to the schematic design phase (**pricing to be determined**).

Professional Fees and Reimbursable Expenses

As noted previously our design team has prepared a range of fees for the first two phases of work. Once a clear direction for this project is developed, our team could prepare proposals for further refinement and construction documents for this project. Please note that all services will be performed on an hourly rate not to exceed the upper ranges. Requests for additional services will be presented prior to execution of any work.

Reimbursable expenses are not included and will be billed at 1.15 times our cost. These include, but are not limited to, printing/reproductions, special materials/services, photography, mileage, telephone services, fax transmissions, delivery/postage services and permits, travel expenses.

Eric Hansen
March 26, 2001
Page - 4

Eric, once again thank you for considering our team in assisting the City of Mason with this important project. Please review this proposal and let us know if you have any questions or comments.

Sincerely,

Richard A Tripp, AIA
Principal

c: Nancy Holian, HG&B
Michael Schuster, MSA
File



May 3, 2001

Mr. Rick Tripp
MSA
316 West Fourth
Cincinnati, Ohio 45202

architects
engineers
planners

Re: City of Mason
Technology Design Professional Services Proposal

Dear Rick:

Thank you for the opportunity to provide the following Technology Design Professional Services Proposal for the City of Mason. Phillips Swager Associates (PSA) proposes to design, specify, and inspect a digital video recording system. PSA proposes to provide the following services:

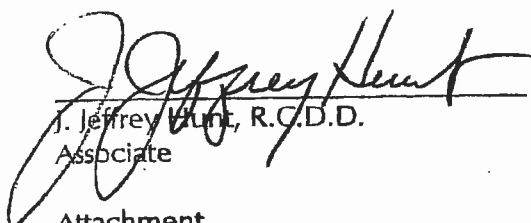
- Conduct a meeting to determine current and future requirements.
- Develop contract documents based on the identified requirements.
- Review product submittals and shop drawings.
- Make one (1) trip for final installation inspection of the digital video recording system

PSA will provide the services listed above billed on an hourly basis at the rates shown on the attached Standard Hourly Rate Schedule for a lump sum price of \$2,500.00 including reimbursable expenses. This correspondence will act as our Letter of Agreement. Please indicate your acceptance of this proposal by signing both copies of this letter and returning one copy to our office. Once accepted, we can formalize this agreement with a Standard AIA Agreement.

If you have any questions regarding this proposal, please feel free to call me at your convenience.

Sincerely,

PHILLIPS SWAGER ASSOCIATES


J. Jeffrey Hunt, R.C.D.D.
Associate

Attachment

X:\451800\tech\misc\Mason Tech Design Proposal.wpd

Accepted by:

MICHAEL SCHUSTER ASSOCIATES (MSA)

Rick Tripp

401 sw water street
suite 701
peoria, il 61602-1530
309.282.8000 phone
309.282.8001 fax
www.psa-ae.com