

PROPOSED SCOPE OF WORK

Thank you for this opportunity to provide our Proposed Scope of Work for the City of Mason Skate Park Project. Site Design Group, Inc. is prepared to perform all the necessary work to complete this project with a high level of analysis, design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all of the project goals and expectations.

A policy of SITE Design Group, Inc. is to provide the client with a scope of work summary. The proposed design process to be performed by SITE Design Group, Inc. (SITE) for the above referenced project for the City of Mason (CLIENT) includes the following:

PRE-DESIGN PHASE

TASK 1.0 – FEASIBILITY & CONCEPTUAL DESIGN

Objectives:

- The Pre-Design Phase will consist of data collection and analysis to determine the best course of action in regards to skate park development for the City of Mason and recommendation of the most appropriate site suited for the project.
- Define scope of work, schedule, and overall items of coordination.
- Establish the project working relationship with all members of the project design team
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct one site visit per potential park sites, document the site with photographs and coordinate specific site analysis
- Conduct Public Meeting regarding potential skate park development, site selection and design
- Make final recommendations regarding site selection and type of skate park best suited for the Community

1.1 Issue Skate Park Data Sheet to Client (SITE/CLIENT)

- SITE will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist SITE in the programming and design of the skate park.

1.2 Data Collection (SITE/CLIENT)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work.

1.3 Skate Park Conceptual Layout Plan (SITE)

- Based upon specific design criteria gathered from the Client, SITE will prepare a conceptual layout plan that will depict site facilities and relationships. Specific concepts to be reviewed under this contract shall be limited to the following items:

- Develop two (2) conceptual skate park designs identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
- Pedestrian access and circulation system.

1.4 Project Meeting #1 & Public/User Meeting #1 (SITE/CLIENT) TRIP #1

- Meet with Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and review of potential sites to be included in study (only sites suggested by Client will be considered during this study)
- Project overview and distribution of design team responsibilities.
- There will be a minimum of one visit per potential site conducted with the Client and SITE to gather on-site inventory and a comprehensive understanding of the complexities and amenities of each site. The team shall record the entire site through photographs and field notes displaying existing field conditions.
- The Client shall provide SITE with any operational or maintenance issues pertaining to other parks within the Client's oversight. SITE will use this information to respond to any existing park issues that may be addressed in the design of this project.
- It shall be the responsibility of the Client to provide any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. It shall be the responsibility of the Client to inform SITE of any special requirements for this particular project (city approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
- The Client shall locate and reserve the room(s) for each of the below listed meetings.
- Three separate meetings will occur on the same date.
 - Client Staff Meeting – This meeting will include the Client Staff
 - Design Team/Project Consultant Meeting – This meeting will include the Client Staff, public agencies and any team consultants related to the project.
 - Public/Skater Meeting #1 – The public meeting, typically starting between 5:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the skate park conceptual layouts plans for public review.

1.5 Project Specific Skate Park Website (SITE)

- Create website specific to this project available by first accessing www.sitedesigngroup.com. The site will be accessible 24/7 by anyone with the correct login and password, providing they have access to the Internet.
- Items displayed on the website will include concept photos/drawings.
- The website address, along with a login and password will be distributed to all participants in the public meeting #1.

1.6 Final Skate Park Site Recommendation

- Site will present Client with an abbreviated feasibility study containing final skate park site recommendation.

Task 1.0 Deliverables

- 1.1 Memorandum of project understanding and scope – submitted to Client for review and approval.
- 1.3 Internal design sketches of proposed amenities to the Client for review.
- 1.4 Conceptual Site Plans and improvement sketches to be used as a basis for the future Construction Documents
- 1.5 Project Specific Website accessible via www.sitedesigngroup.com
- 1.6 Final Skatepark Site Selection Study

DESIGN PHASE

TASK 2.0 SCHEMATIC DESIGN & DESIGN DEVELOPMENT (60% Client Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client/ City of the Schematic Design Plans, SITE shall prepare the Design Development Drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

2.1 Skate Park Schematic Design/Master Plan (SITE)

- Develop a maximum of (2) skate park master plans showing the following relationships:
 - Relationship between skate park and existing/proposed recreation areas.
 - Vehicular accesses parking and circulation diagrams.
 - Pedestrian access and circulation.
 - Landforms and grading concept (skate park only).

2.2 Project Meeting #2 – DD Coordination (SITE/CLIENT) PHONE CONFERENCE

- Site will make available to the Client a copy of the preferred plan prior to project meeting #3.
- Evaluate Preferred Skate Park Plan for security, access and code compliance.
- Review Plan for innovation, value engineering, and review design schedule

2.2 Develop Preferred Skate Park Master Plan (SITE)

- Develop (1) preferred park layout and/or other amenity designs based on conceptual layouts, design team input, client input, and focus group comments.
- The Plan will show relationships between skate park and existing/proposed recreation areas, pedestrian access and circulation.

2.3 Preliminary Cost Estimate (SITE)

- Determine preliminary cost for typical skate park and adjacent amenities
- Cost Estimate shall be based upon general square footage prices.

2.4 Review Final Skate Park Design (SITE/CLIENT) PHONE CONFERENCE

- Client and SITE shall review and agree upon the final design

2.6 Materials Research (SITE)

- Identify proposed materials and furnishings to be used within the project.
- Identify all products by manufacturer and approximate cost.

2.7 Prepare Base Information (SITE)

- Prepare base information for inclusion in all future design documents. Client and/or Client's Consultants shall supply SITE with all base information in AutoCAD R14 or 2000 dwg format.
- Client and/or Client's Consultants shall be responsible to update SITE with updated digital format documents should the base information change during the design process.
- SITE will coordinate drawings within our scope of work with Project Design Team members as updates become available. This coordination will be done for consistency or project

design purposes only – SITE shall not be responsible for the work done by others or to ensure inclusion of updated base information into others drawings.

- 2.8 **Site Plan (SITE)**
 - Convey major site features to remain or be demolished during the construction process. Survey Base supplied by Client.
- 2.9 **Axon Plan (SITE)**
 - Prepare 3-D view of park for Client
- 2.10 **Skate Park Material Reference Plan (SITE)**
 - Identify all major amenities in the park Master Plan by keynote description.
 - Reference all major details, enlargements and sections.
- 2.11 **Preliminary Skate Park Layout Plan (SITE)**
 - Location of Skate Park using horizontal coordinates and curve data.
 - Enlarged layout plan for the Skate Park using horizontal coordinates and curve data.
- 2.12 **Preliminary Grading and Drainage Plan Coordination (SITE/CLIENT)**
 - Proposed spot grades at necessary points to convey intended elevations and direction of flow.
 - Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by City provided Civil Engineer.
- 2.13 **Sections/Profiles Plan (SITE)**
 - Vertical sections conveying the overall skate park design intent.
 - Profiles of major amenities and their impact
- 2.14 **Construction Details (SITE/PROJECT DESIGN TEAM)**
 - Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.
- 2.15 **Specifications (SITE/PROJECT DESIGN TEAM)**
 - Provide 60% specifications for all elements within this project that falls under this scope of work within the project limit of work lines.
- 2.16 **Preliminary Statement of Probable Construction Costs – 60% (SITE)**
 - Prepare cost estimate for the skate park and adjacent amenities within the project's limit of work.
 - Develop spreadsheet of all landscape improvement quantities and unit rates for probable construction cost.
 - If necessary, SITE will identify acceptable alternatives to align the probable construction cost with the available construction budget.
- 2.17 **60% Client Review Submittal (CLIENT/SITE)**
 - Submit 60% plan set, specifications, and construction estimate for review by Client.
 - It shall be the responsibility of the Client to review all material and respond to SITE with any comments or questions in a timely manner.
- 2.18 **Project Meeting #3 – DD Review (SITE/CLIENT) PHONE CONFERENCE**
 - Client Review of 60 % submittal

TASK 3.0 - FINAL CONSTRUCTION DOCUMENTS (90%-100%)

Objectives:

- Upon review by the Client of the Design Development documents, SITE shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.

- The Construction Documents shall include all items necessary to build the entire park. The park will be a phased construction project with all phasing shown on the final documents. All phases of the park will be shown in one set of final Construction Documents.
 - Construction Documents shall include, but not be limited to: Demolition, Grading & Drainage, Off-site Utilities, Skate Park, and other plans as necessary to facilitate the construction of the proposed project.
 - SITE will submit 90% plans to the appropriate agencies for review, revisions, and approval.
 - Make required revisions as requested by the Client to present to the Client 100% final, professional sealed plans for bidding.
- 3.1 **Project Meeting #6 – DD Overview (SITE/CLIENT) PHONE CONFERENCE**
- Review approved Design Development Drawings and Master Schedule.
- 3.2 **Biddable Construction Documents (SITE/PROJECT DESIGN TEAM)**
- SITE will prepare plans to facilitate construction of this skate park project. These Final Construction Documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Plan
 - Layout Plan
 - Grading and Drainage Plan
 - Sections/Profiles Plan
 - Construction Details
- 3.3 **Statement of Probable Construction Cost – 90% (SITE/PROJECT DESIGN TEAM)**
- Develop spreadsheet of all landscape improvement quantities and unit rates for probable construction cost.
 - If necessary, SITE will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
 - A final cost estimate that falls within budget will be submitted with the 100% Final Construction Documents.
- 3.4 **Specifications (SITE/PROJECT DESIGN TEAM)**
- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2000.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2000.
- All project scheduling will be generated using Microsoft Project 2000.
- The client will provide all existing digital files to SITE that accurately portrays the boundaries of the selected site, existing grading, utilities, and drainage and site amenities. (AutoCAD R14 format or 2000)
- All drawings will be reviewed and stamped by necessary discipline retained by Client. SITE has not retained a Structural Engineer, Civil Engineer, Electrical Engineer, Architect, Surveyor, Geo-Technical Engineer, or any specialty consultants that may be required for the project.

- Division 1 specifications, Bidding and Agreement Forms and Bonds, Conditions of the Contract, and any other non-technical specifications shall be the responsibility of the Client.
- The Client shall be provided with adobe PDF files of technical specifications for all items covered under SITE's scope of work.
- Additional meetings, if required and approved, will be billed at our normal hourly rates.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates.
- Data collected and methods shall at a minimum be as follows:
- Plan Processing Requirements – The Client shall outline to SITE and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates necessary to prepare the project for bidding. The Client shall provide SITE with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist SITE and the design team in the submittal and approval process during the entire duration of the project.
- Budgeting – The Client shall inform SITE of the proposed construction budget of this project.
- Project Data Form – SITE shall provide the Client with a small project information form prior to the 1st Team Meeting. As the form will be used to guide the entire design and detailing of the project it is imperative that the Client complete the form as much as possible, as early as possible.
- Site Visits – There will be one site visit per potential site with the Client's Project Manager and/or representative with interested members of the design team to gather an on-site inventory and understanding of the scope of work. This site visit shall occur the date of the kick-off meeting with the client, project team, and public. The team shall record the entire site through photographs and field notes displaying existing field conditions.
- Gather existing reports/studies/record drawings – The Client shall provide SITE with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide SITE and any design team consultants any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
- Coordination of Utilities – The Client shall provide SITE with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to SITE for each utility company involved in the project site.
- Survey and Mapping – The Client shall provide SITE with a current field survey locating all above and below ground utilities, appurtenances, structures, and easements. If a current survey does not exist it shall be the responsibility of the client to coordinate the on-site mapping and development of a survey. The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The Client shall provide SITE with a current overall base map displaying the site's relief through contour and spot elevations. The site topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report - It shall be the responsibility of the Client to provide SITE with a current Geotechnical Report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of SITE's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.

PROJECT CONDITIONS

- Client Approvals. A written and/or oral request by the Client to commence each task constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Off-Site Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment A and incorporated herein by this reference. Invoices will be mailed monthly from SITE Design Group, Inc.'s office and continuing through the contract period. Notwithstanding the foregoing, all expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by SITE Design Group, Inc. on behalf of Client shall be billed at SITE Design Group, Inc.'s 2005 Rate Sheet. The parties understand and agree that SITE Design Group, Inc. acts as consultant and not as a prime consultant, general contractor, general partner, joint venturer, limited partner, or project manager.

CONTRACT PROVISIONS

1. The compensation due SITE Design Group, Inc. for the work to be performed hereunder shall be set forth in Fees and Expenses 1, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due SITE Design Group, Inc. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for SITE Design Group, Inc. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within fifteen (15) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event any sum is not timely paid. Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of SITE Design Group, Inc.'s performance and the value of the services provided to Client.
3. Any cost estimates provided by SITE Design Group, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures SITE Design Group, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost

- estimates.
4. Services in addition to those specified in Scope will be provided by SITE Design Group, Inc. if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or such other document as deemed appropriate by Client and SITE Design Group, Inc., and which is referenced under compensation.
 5. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, SITE Design Group, Inc. should be listed as the Skate Park Architect. In addition, this contract represents non-exclusive approval by the Client for publication of the project by SITE Design Group, Inc.
 6. The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided SITE Design Group, Inc. is not in default under this agreement, except by agreement in writing with appropriate compensation.
 7. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates SITE Design Group, Inc. to safe keep or provide documents to Client, SITE Design Group, Inc. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by SITE Design Group, Inc. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of SITE Design Group, Inc..
 8. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to SITE Design Group, Inc. to suspend activity on the project, SITE Design Group, Inc. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and SITE Design Group, Inc. shall be re-negotiated prior to resumption of work by SITE Design Group, Inc. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.
 9. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
 10. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, SITE Design Group, Inc.'s failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) day's written notice by either party.
 11. Laws of the State of Ohio shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either Client or SITE Design Group, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
 12. In the event legal action is brought by the Client or SITE Design Group, Inc. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
 13. SITE Design Group, Inc. shall carry a minimum errors an omissions liability insurance of \$1,000,000.00

14. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
15. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

ACCEPTANCE

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between SITE Design Group, Inc. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

SITE DESIGN GROUP, INC.

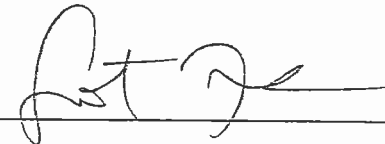
By: 

Michael R. McIntyre, RLA
SITE Design Group, Inc.

9/30/05

Date

APPROVED BY CLIENT:

By: 

9/23/05

Date

PROJECT FEES

Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees are lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed below, are capped at a not to exceed amount of \$2,000.00

<u>Task – SERVICES</u>	<u>FEE AMOUNT</u>
1.0 Feasibility & Conceptual Design	\$11,515.00
2.0 Schematic Design & Design Development (60%)	\$10,280.00
3.0 Construction Documents (90% - 100%)	\$10,560.00
Total Design Fees	\$28,255.00
Not to Exceed Reimbursable Amount	\$2,000.00

TOTAL LUMP SUM NOT TO EXCEED FEES: \$ 30,255.00

Fees for Subconsultants (maximum) \$14,745.00

Total Not to Exceed Fees \$45,000.00

*Should the City of Mason request SITE to attend a second public meeting, the cost will be \$1,900 plus the cost of travel, which is not included in the above estimated reimbursable amounts.