

13 April 2009

Richard Fair
Service Director
City of Mason
6000 Mason-Montgomery Rd
Mason, OH 45040

**Re: City of Mason Community Center
Aquatics Facility Study Executed in Conjunction with
Councilman - Hunsaker
Ref # 09112.00**

Dear Richard:

As a follow up to our conversation, we have developed the following proposal with Councilman - Hunsaker for your review and consideration.

Project Understanding

Our team understands that the City of Mason is in need of a Preliminary Feasibility Study to understand the issues associated with adding a 50 meter competition pool facility to the existing Mason Community Center. Since we are familiar with the site and facility, and we are familiar with Councilman – Hunsaker, we believe our team can quickly develop initial design concepts and cost feasibility information so that the City can understand the issues associated with this potential project.

Project Approach

Our team is suggesting conducting a study outlining a needs analysis, conceptual plan, cost analysis market study and operation analysis associated with constructing a 50-meter competition facility on to the existing Community Center.

Coordinate for analysis

- Context considerations
 - Overall review of existing school and municipal center campus
 - Review of overall site circulation (vehicular and pedestrian) and parking areas/limited
 - Review overall zoning issues

ORDINANCE NO. 2009 - 43

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH COUNSLMAN-HUNSAKER AND MSA ARCHITECTS IN THE AMOUNT OF \$27,000.00 FOR A FEASIBILITY STUDY FOR A 50-METER AQUATIC CENTER

BE IT ORDAINED by the Council of the City of Mason, Ohio, _____ members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Counsilman-Hunsaker and MSA Architects for a feasibility study for a proposed 50-Meter Aquatic Center in accordance with the contract agreement attached hereto as Exhibit "A" and which is incorporated herein by reference.

Section 2. That the Finance Director is hereby directed to pay said Counsilman-Hunsaker and MSA Architects the sum of not-to-exceed \$27,000.00 for said work.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this ____ day of _____, 2009.

Mayor

Attest:

Clerk of Council

Architectural Considerations

- Overall user flow, spectators versus participants.
- Community Center and related access/circulation
- Size, number, types of pools
- Location of existing pools and review of infrastructure
- Overall exterior building massing considerations

Operational Cost Considerations

- Personnel and infrastructure costs (i.e., maintenance, etc.)

Cost of Services

Our design team has prepared an initial outline of our proposed services. Our services will be billed on an hourly rate, not to exceed the upper limit.

| | |
|------------------------------|------------------|
| MSA | \$ 6,000 |
| Counsilman - Hunsaker | 20,500 |
| Reimbursable Expenses | 500 |
| TOTAL | \$ 27,000 |

Requests for additional services will be reviewed on an as needed basis. Reimbursable expenses will be billed at 1.15 times cost. They include but are not limited to prints, postage, travel costs, postage/delivery, photography services and presentation costs.

Richard, thank you for your consideration and we look forward to assisting the City of Mason with this project.

Sincerely,

Richard A Tripp, AIA
Principal

Approved

Signature (City of Mason)

Date

Attachments: Contract MSA/Hunsaker Feasibility Study Agreement

MSA Hourly Billing Rates

2009

| | |
|-------------------------------|--------|
| Principal | 160.00 |
| Project Manager | 135.00 |
| Project Architect | 120.00 |
| Architectural Designer | 95.00 |
| Interior Designer | 90.00 |
| Sr. Graphic Designer | 85.00 |
| Architectural/Interior Intern | 80.00 |
| Graphic Designer | 70.00 |
| Production | 70.00 |
| Support/Administration | 55.00 |



COUNCILMAN ▪ HUNSAKER

The Ultimate Aquatic Advantage

FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT made and entered into at St. Louis, Missouri this _____ day of _____, 2009, by and between MSA architects, hereinafter referred to as "the Architect" and COUNCILMAN-HUNSAKER a Missouri corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as "the Consultant".

WHEREAS, the Architect, is undertaking a Feasibility Study Plan for an aquatic center at the Mason Community Center, located in Mason, Ohio and,

WHEREAS, the Consultant is a consultant in the field of swimming pool complex planning and design, and

WHEREAS, the Architect is desirous of retaining the Consultant as its independent contractor for purposes of planning the aquatic center.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

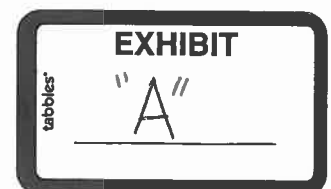
I. SERVICES.

The Architect hereby retains the Consultant as its aquatic planning and design consultant for the proposed project. The scope of the Consultant's services are:

Program Phase (1 trip in basic fee)

1. NEEDS ANALYSIS:

- A. Meet with the steering committee, plus any designated community groups and/or individuals involved in the project to analyze needs and determine objectives. This discussion will include images and/or video presentations with commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. A matrix of programming priorities will be developed and discussed to prioritize programming and facility features. The Consultant will use the results of the interviews and public workshop to develop a needs profile.



- B. Conduct research and compile demographic information necessary to appropriately evaluate the proposed facility, including population, age distribution, income, weather analysis and economic considerations that could affect the project's viability.
2. CONCEPTUAL PLAN:
- A. Based on the agreed upon program, the Consultant will work with the architect to prepare three concepts. Typically these concepts consist of an ideal, preferred and minimum acceptable. The **ideal** concept includes areas of programming without taking into account budget considerations. The **preferred** facility supports the design program with costs to meet the proposed budget. The **minimum acceptable** concept is a facility that will be considered if the project experiences limited funding.
 - B. The Consultant will work with the architect and review the conceptual plan of each building.
3. COST ANALYSIS: (1 trip)
- A. The Consultant will review the Opinion of Probable Construction Cost for the pool(s) and building developed by the architect.
 - B. The Consultant will prepare a Feasibility Study and will develop an opinion of operations protocol for the proposed project. The following will be researched and analyzed:
 - 1. Area Aquatic Providers
 - 2. Market Area Demographics
Population, Age, Income
 - 3. Area Aquatic User Groups
Historic Usage and Project Level of Growth
 - 4. Facility Management Outline
Facility Operating Schedule
Facility Capacity Limits
Wage Structure
 - 5. Opinion of Probable Revenue
Market Penetration
Seasonal Usage
Develop Fee Structure
Opinion of Attendance By User Group
Opinion of Revenue
 - 6. Opinion of Probable Expenses
Labor Demand
Chemical Demand
Supply Demand
Maintenance and Repair Demand
Utility Demand
 - 7. Opinion of Facility Financial Performance

C. The Consultant will make a final presentation to the project committee outlining the methods and results of the study.

II. DRAWINGS.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Counsilman-Hunsaker are instruments of the service for use solely with respect to this project and, unless otherwise provided, Counsilman-Hunsaker shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Architect or others on other projects except by agreement in writing and with appropriate compensation to the Consultant. The Architect shall be permitted to retain copies, including reproducible copies of the reports.

III. FEES.

Total fees shall be \$20,500.00 including two (2) site visits and including related travel expenses.

Additional Services Rates:

| | |
|---------------------------|--------------------------------|
| Officer / Studio Director | \$150.00/hour |
| Site Visit | \$1,500.00 / day plus expenses |
| Associate I | \$115.00/hour |
| Associate II | \$85.00/hour |
| CAD | \$65.00/hour |
| Admin | \$45.00/hour |

The Consultant shall submit monthly invoices for services based upon the percentage of the Consultant's services completed at the time of billing. Owner shall make payments to Consultant within forty-five (45) days of the invoice date. Consultant may, after giving seven (7) days written notice to the Architect, suspend services until payment is made in full of all past due invoices for this project.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Counsilman-Hunsaker and Counsilman-Hunsaker's officers, directors, partners, employees, agents and Counsilman-Hunsaker's Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a any way related to the conclusions and recommendations expressed in the Feasibility Study shall not exceed the total compensation received by Counsilman-Hunsaker under this Agreement.

IV. TERMINATION:

Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

V. SCHEDULE OF WORK:

The Consultant shall execute all of the tasks listed above within 120 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Owner, postponement of meetings, submittal of Owner information or other delays not caused by the Consultant, will be added to the 120 calendar days.

VI. ENTIRE AGREEMENT:

This agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER

MSA architects

BY: _____
D. Scot Hunsaker, President

BY: _____

Date: _____

Date: _____

Contact Information:

Rick Tripp
MSA architects
316 W Forth St
Cincinnati, OH 45202
(513) 241-5666