

RESOLUTION NO.

52-2011

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH WESTLAKE REED LESKOSKY FOR PRE-DESIGN SERVICES FOR A VILLAGE COMMUNITY CENTER AND DECLARING AN EMERGENCY

WHEREAS, this Council has identified the need for pre-design services in connection with consideration of a Community Center for the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Westlake Reed Leskosky to provide pre-design services related to a Richfield Community Center substantially in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to move forward with development of designs for a Richfield Community Center at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: Sep 20, 2011

 Richard Carlson
President of Council

 [Signature]
Mayor

Dated: 9/20/11

ATTEST:

 Candyn E. Sullivan
Clerk of Council

AIA® Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the fifteenth day of September in the year of two thousand eleven

BETWEEN the Owner:

(Name and address)

Village of Richfield
4410 West Streetsboro Road
PO Box 387
Richfield Ohio 44286-0387

and the Architect:

(Name and address)

Westlake Reed Leskosky
925 Euclid Avenue
Suite 1900
Cleveland, Ohio 44115

For the following Project:

(Include detailed description of Project, location, address and scope.)

Pre Design services for the Village of Richfield Community Center located south of the City Hall on the Peddigo / Carter property.

The Owner and the Architect agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

(Table deleted)

See Exhibit 2

Memo to Mike Lyons dated March 4, 2010

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

3.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service, and upon payment of all funds owed to the Architect at this Project's completion, shall be the property of the Owner for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed to have prepared the Instruments of Service as works for hire, and the Owner shall have all common law, statutory and other reserved rights, including copyrights.

(Paragraphs deleted)

§ 3.2 No license or right shall be deemed granted or implied under this Agreement, except that the Owner grants the Architect a nonexclusive license to reproduce the drawings, specifications, and other documents for purposes of the Architect and the Architect's consultants to perform services for the Project, and for business development. The Architect shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Owner. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner. Any use of the Instruments of Service for future additions or alterations to this Project or for other projects shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

§3.4 All Project-related publicity that the Owner or its consultants, agents, and contractors issue or cause to be issued before or after final completion of the Project shall identify the Architect.

ARTICLE 4 MEANS OF RESOLUTION

§ 4.1 It is agreed that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation.

§ 4.2 Notwithstanding clause 4.1, claims or disputes relating to this agreement will not be subject to mediation unless both parties agree to such resolution in writing prior to the commencement of any such proceedings.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

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

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraphs deleted)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

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

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 Intentionally deleted;
- .2 All mileage, parking, and tolls related to the project regardless of proximity to the Architect's place of business;
- .3 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .4 Printing, reproductions, plots, standard form documents.

- .5 Postage, handling and delivery;
- .6 Materials and equipment for building physical models used as design and presentation tools;
- .7 Promotional renderings, models, mock-ups, professional photography, and other promotional materials requested and authorized by the Owner beyond work listed in Exhibit 2;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 All reimbursable expenses are not to exceed a \$500.00 cap without prior written authorization from the Owner.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

See Exhibit 2

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one tenths (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Forty-Five (45) days from the date of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

8% per annum

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

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably negotiated and adjusted.

§ 8.6 If the services covered by this Agreement have not been completed by September of 2010, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as equitably negotiated.

ARTICLE 9 OTHER CONDITIONS

9.1 PROJECT TEAM

Architects, Engineers - Westlake Reed Leskosky

Principal in Charge – Paul Westlake
Project Architect – Paul Siemborski
Project Director – Matt Janiak

Cost Estimators – PCS

9.2 CONTRACT EXHIBITS FORMING PART OF THIS AGREEMENT:

- Exhibit 1 – WRL Average Billable Rates
- Exhibit 2 – Architectural Services
- Exhibit 3 – Not Used
- Exhibit 4 – Equal Opportunity Employer
- Exhibit 5 – Data Transfer Agreement

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

OWNER

ARCHITECT

(Signature)

Michael Lyons
Mayor

(Printed name and title)

(Signature)

Paul E. Westlake, Jr., FAIA
Managing Principal

(Printed name and title)

Additions and Deletions Report for AIA® Document B727™ – 1988

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:57:14 on 09/15/2011.

PAGE 1

AGREEMENT made as of the fifteenth day of September in the year of two thousand eleven

...

~~(Name, legal status and address)~~(Name and address)
Village of Richfield
4410 West Streetsboro Road
PO Box 387
Richfield Ohio 44286-0387

...

~~(Name, legal status and address)~~(Name and address)
Westlake Reed Leskosky
925 Euclid Avenue
Suite 1900
Cleveland, Ohio 44115

~~for~~For the following Project:

...

Pre Design services for the Village of Richfield Community Center located south of the City Hall on the Peddigo / Carter property.

PAGE 2

~~Service to be provided~~

~~Method and means of compensation~~

See Exhibit 2
Memo to Mike Lyons dated March 4, 2010

...

3.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service, and upon payment of all funds owed to the Architect at this Project's completion, shall be the property of the Owner for use solely with respect to this Project. The Architect and

the Architect's consultants shall be deemed to have prepared the Instruments of Service as works for hire, and the Owner shall have all common law, statutory and other reserved rights, including copyrights.

~~§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

ARTICLE 4 — ARBITRATION

§ 3.2 No license or right shall be deemed granted or implied under this Agreement, except that the Owner grants the Architect a nonexclusive license to reproduce the drawings, specifications, and other documents for purposes of the Architect and the Architect's consultants to perform services for the Project, and for business development. The Architect shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Owner. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner. Any use of the Instruments of Service for future additions or alterations to this Project or for other projects shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

§3.4 All Project-related publicity that the Owner or its consultants, agents, and contractors issue or cause to be issued before or after final completion of the Project shall identify the Architect.

ARTICLE 4 MEANS OF RESOLUTION

~~§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. It is agreed that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation.~~

...

~~§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. Notwithstanding clause 4.1, claims or disputes relating to this agreement will not be subject to mediation unless both parties agree to such resolution in writing prior to the commencement of any such proceedings.~~

~~§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

PAGE 3

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 5.4.~~due.

~~§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:~~

- ~~.1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~
- ~~.2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.~~

...

- .1 ~~expense of transportation and living expenses in connection with out of town travel authorized by the Owner;~~
- ~~.2 long distance communications; Intentionally deleted;~~
- .2 All mileage, parking, and tolls related to the project regardless of proximity to the Architect's place of business;
- ~~.3 fees paid for securing approval of authorities having jurisdiction over the Project; Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .4 reproductions; Printing, reproductions, plots, standard form documents.
- ~~.5 postage and handling of documents; Postage, handling and delivery;~~
- ~~.6 expense of overtime work requiring higher than regular rates, if authorized by the Owner; Materials and equipment for building physical models used as design and presentation tools;~~
- .7 renderings and models requested by the Owner; Promotional renderings, models, mock-ups, professional photography, and other promotional materials requested and authorized by the Owner beyond work listed in Exhibit 2;
- ~~.8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and All taxes levied on professional services and on reimbursable expenses;~~
- .9 Expense of computer aided design and drafting equipment time when used in connection with the Project. All reimbursable expenses are not to exceed a \$500.00 cap without prior written authorization from the Owner.

PAGE 4

§ 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

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See Exhibit 2

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one tenths (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

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

...

~~% 8% per annum~~

...

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably negotiated and adjusted.

§ 8.6 If the services covered by this Agreement have not been completed by September of 2010, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as equitably negotiated.

...

9.1 PROJECT TEAM

Architects, Engineers - Westlake Reed Leskosky
Principal in Charge – Paul Westlake
Project Architect – Paul Siemborski
Project Director – Matt Janiak

Cost Estimators – PCS

9.2 CONTRACT EXHIBITS FORMING PART OF THIS AGREEMENT:

Exhibit 1 – WRL Average Billable Rates
Exhibit 2 – Architectural Services
Exhibit 3 – Not Used
Exhibit 4 – Equal Opportunity Employer
Exhibit 5 – Data Transfer Agreement

PAGE 5

Michael Lyons
Mayor

Paul E. Westlake, Jr., FAIA
Managing Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Paul E. Westlake Jr., FAIA Managing Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:14 on 09/15/2011 under Order No. 7040475977_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988, Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Westlake
Reed
Leskosky

BILLABLE RATES

2011 Average Billable Rates

<u>Principals</u>		\$200.00
<u>Architects</u>	Project Director	\$130.00
	Project Manager	\$115.00
	Interns	\$ 90.00
	Specifications	\$135.00
	Interiors	\$ 90.00
<u>Engineers</u>	Electrical, Mechanical, Structural Engineer	\$150.00
	Electrical, Mechanical, Structural Designer	\$ 105.00
<u>Other</u>	Practice Leaders, Specialists	\$145.00
	Clerical, Office, Admin, Marketing	\$ 60.00

**Actual billing rates will vary by individual and will vary with customary compensation changes and will be adjusted during our normal annual review period.

9/16/2011 2:50 p.m
Westlake
Reed
Leskosky

Resolution No. 54-2011
EXHIBIT A
Principals
Paul Westlake Jr. FAIA
Ronald A. Reed FAIA
Vince Leskosky AIA
Philip LiBassi AIA
Jason Adloff AIA
Roger Chang PE
Monica Green AIA
V. Mitchell Lyles PE

March 4, 2010

Mayor Mike Lyons
Village of Richfield
4410 W. Streetsboro Road
PO Box 387
Richfield, OH 44286-0387

RE: Village of Richfield: Proposal for Community Center Pre-Design Services
Commission Number/File: 20030.60/A-1

Dear Mike:

Per our conversation, I have prepared a Proposal for Pre-Design Services for a Community Center for the Village of Richfield. This proposal is based on our understanding of the project based on work performed to date as well as various meetings we have attended regarding the Community Center and the Peddigo/Carter property. I understand that McKnight Associates will be responsible for overall site mapping and site development. We will continue to coordinate and collaborate with McKnight on the overall site design as well as the site features that support the Community Center building program.

I propose the following pre-design services:

1. **Create a written program:** We will prepare a written program including net and gross square feet for the various building components. Per the Park and Recreation Board Meeting of November 3, 2008, we will focus the program on four major components:

- Indoor pool (consider partial outdoor component): size, type, number of lanes and configuration of pool to be developed
- Fitness room with aerobics and exercise equipment
- Community room/teen space
- Gymnasium: size and cross court configuration to be developed

The program will be refined over the course of the pre-design phase based on your meetings with the township, the school superintendent and select corporations. Other on-site structures we propose working with McKnight will be listed on the building program.

2. **Create Concept Plan Diagram:** Building concept plan diagrams will be based on the building program and existing site features. We will work with your key stakeholders, the Park Board, McKnight and your preferred civil engineer to develop concept building diagrams that address the building program as well as the design elements and direction we have discussed in our workshops during the fall of 2008. We anticipate generating three initial concepts. We will select one concept to develop based on information we learn over the course of the pre-design phase. The concept design work we create will be inserted into the overall master plan being developed by McKnight.

Phoenix	One East Camelback Road Suite 690 Phoenix, Arizona 85012	F 602.212.1020	T 602.212.0451
Washington	1850 M Street NW Suite 1095 Washington, DC 20036	F 202.296.6116	T 202.296.4344
Cleveland	925 Euclid Avenue Suite 1900 Cleveland, Ohio 44115	F 216.522.1357	T 216.522.1350

www.WRLdesign.com

9/16/2011 2:50 p.m

Page 2 of 2

3. **Create Graphic Imagery:** Based on an approved conceptual program and the selected concept design, we will prepare the following imagery:
- A. Rendered Site Plan
 - B. Building Plan
 - C. Perspective view of the building in context

This graphic imagery will be assembled for PowerPoint presentations and hard copy as part of our pre-design work product.

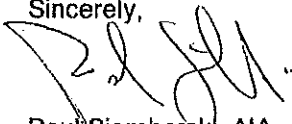
4. **Cost estimate:** We will prepare an order of magnitude cost estimate based on the building program and the approved concept design. We will develop costs working with McKnight for landscape and site, and your selected civil engineer for civil. We will coordinate this effort and develop one cost estimate. We will allocate an allowance for building and site equipment. We will escalate the cost to a projected midpoint of construction. We will perform these services in-house.

I estimate the pre-design phase extending over three months. We will attend and present at the monthly Parks and Recreation meeting. Our services are based on this projected three month period. Our fee for the services outlined above would be hourly not to exceed \$18,000. Reimbursable services associated with travel and reproduction are in addition to the fee and are estimated at 1.10 times our cost of handling.

We are also available to attend and participate in meetings with Richfield Township, the school Superintendent, and select corporations. Our cost per meeting would be \$200.

If this fee is acceptable, we will prepare a standard AIA B727 Agreement which further outlines our deliverables and terms. This letter will be included as an exhibit to the B727. Please call or email me if you have any questions. We are prepared to start this pre-design effort within two weeks. Thank you again for your interest in our services.

Sincerely,



Paul Siemborski, AIA
Associate Principal

PS:lmf

cc: Bradford Watson

9/16/2011 2:50 p.m

Resolution No. 527-2011
EXHIBIT A

Westlake
Reed
Leskosky

Exhibit 4 EQUAL OPPORTUNITY EMPLOYER

Westlake Reed Leskosky provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, the firm complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Westlake
Reed
Leskosky

EXHIBIT 5

DIGITAL DATA TRANSFER AGREEMENT

Westlake Reed Leskosky may furnish or be furnished electronic files, hereafter referred to as Data, data which contains machine readable information in the format that conforms to the chart below.

Because of the possibility that information and data delivered in machine-readable form may be altered, where inadvertently or otherwise, Westlake Reed Leskosky reserves the right to retain hard copy originals of the electronic documentation delivered in machine-readable form. These hard copy originals shall be referred to and shall govern in the event of any inconsistency between the two formats.

Automated conversion (translation) of information and data from the system and format used by Westlake Reed Leskosky to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors. The Owner agrees to assume all risks associated therewith, and to the fullest extent permitted by law to hold harmless and indemnify Westlake Reed Leskosky from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Owner recognizes that changes or modifications to Westlake Reed Leskosky's instruments of professional service introduced by anyone other than Westlake Reed Leskosky may result in adverse consequences which Westlake Reed Leskosky can neither predict nor control. Therefore, and in consideration of Westlake Reed Leskosky's agreement to deliver its instruments of professional service in machine-readable form, the Owner agrees to the fullest extent permitted by law to hold harmless and indemnify Westlake Reed Leskosky from and against all claims, liabilities, losses, damages, and costs including but not limited to attorney's fees arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Westlake Reed Leskosky under this agreement. The forgoing indemnification applies, without limitation, to any use of the project documentation on other projects, for additions to this project or for completion of this project by others, excepting only such use as may be authorized, in writing, by Westlake Reed Leskosky.

Any files sent by the sender that are not listed below will not be accepted by Westlake Reed Leskosky and must be converted to a format listed below which keeps the most accurate data closest to the original file as possible. Any conversion of files to any below format is to be done by the sender at the senders expense. If an incompatible version of a file needs to be resent in an acceptable format and this is not done in a timely manner, any latency toward the project schedule and deadlines may be charged to the sender.

File Extension	WRL Required Version	File Type
.DWG/.DWT/.DXF	2004	AutoCAD Drawing/Template/Interchange File
.CTB	2004	AutoCAD Color table/Style table
.DOC/.DOT	XP	Microsoft Word Document/Template
.XLS/.XLT	XP	Microsoft Excel Workbook/Template
.PPT/.PPS	XP	Microsoft Power Point Presentation/Show
.MDB	XP	Microsoft Access Database
.MPP	2002	Microsoft Project File
.AI	CS	Adobe Illustrator
.INDD/.INDT	CS	InDesign Document/Template
.PSD/.PDD	CS	Photo Shop Document
.VSD/.VSS/.VST/.VSW	2002	Visio Document/Stencil/Template/Workspace
The following are file formats that WRL has no restrictions on versions:		
.JPG .GIF .TIF .BMP		Raster Image Files
.PNG .WMF		Vector File
.AVI .MPG .MPEG .WMV .FLA .SWF		Video Files
.MP3 .WAV .WMA .AIFF .MID .MIDI		Audio Files

Lists complete as of July 2006