

ARCHITECTURAL SPECIAL SERVICES PROPOSAL

DATE: 3-21-2016

SUBMITTED TO:

Dr. Dan Morrill, CMHLC Director
Charlotte Mecklenburg Historic Landmarks Commission
2100 Randolph Road
Charlotte, NC 28207

We hereby submit our proposal to furnish professional Basic Services as follows:

ARCHITECTURAL SPECIAL SERVICES FOR PROVIDING A PARTICIPATORY PLANNING PROCESS AND EXECUTIVE RECOMMENDATIONS SUMMARY FOR THE PHILLIPS HOUSE LOCATED AT 131 W CHARLES STREET, MATTHEWS NC.

These services shall be paid for at the following fees.

The FEE for the above mentioned Basic Services will be:

12,500 FIXED FEE for PROJECT SCOPE SERVICES

Invoices will be submitted on the 20th of each month for work completed to date and will be payable by the 20th of the following month. A finance charge of 1.5% per month will be applied to all amounts past due.

If the Architect is terminated prior to study completion, fees will be payable for work completed to date of termination at the Adams Group Architects PA Standard Hourly Rates.

The Client understands that the Architectural Basic Services include the services described in the Project Scope.

Reimbursable expenses such as travel, etc. are included in the Basic Services Fee. Additional printing, project summary reports etc. will be provided at their direct cost without markup.

The Client will be responsible for any project storm water detention/water quality engineering study including on or off site engineering services. These services are specifically not being provided by Adams Group Architects PA.

The Client understands that if the project area or scope increases, the Architectural Basic Services Fee will be increased.

The Client understands that the following Terms and Conditions apply to this contract.

Graham Adams, AIA, President
Adams Group Architects PA

ACCEPTANCE OF PROPOSAL

The above proposal is satisfactory and is hereby accepted. You are authorized to proceed with the work outlined above. Payment will be made as outlined above.

Date accepted

Signature

TERMS AND CONDITIONS

These terms and conditions for Adams Group Architects PA professional services are made a part of this agreement as follows. This agreement or portions of this agreement may be amended in writing providing both parties agree to and sign-off on any such amendments.

COMPENSATION FOR SERVICES: The basis for compensation will be as identified in this agreement.

The “**Lump Sum**” payment method is utilized and it shall include the labor and material project expenses related to the scope of work.

“**Reimbursable Expenses**” are the actual expenses incurred directly or indirectly that are relative to the work performed for the Client including but not limited to printing, copies, etc.

PROJECT SCOPE: The essential Project Scope and associated Principal time commitments, deliverables, fees and meetings are as follows:

Part 1: Reconnaissance

Scope: Review previous reports, deed restrictions and site visits

Time: 8 Hours

Deliverable: One page executive summary of initial observations and findings including initial visions and expectations

Meetings: 1 Client interaction meeting

Fee: \$1,200 fixed fee

Part 2: Interviews

Scope: Conduct a series of 8 meetings in Matthews to meet with interested local community groups regarding the reuse of the Phillips House. The meetings will occur in one location most probably the Town Hall and on one day. The meeting times will start at 10:00 am and run to lunch break, the afternoon to dinner break and into the evening concluding by 8:00 pm. This schedule will allow for up to 8 meeting times at 1 hour per meeting maximum.

Time: 8 Hours

Deliverable: One page executive summary of initial observations and findings including initial visions and expectations

Meetings: 1 Interview day and 1 Client interaction meeting

Fee: \$1,800 fixed fee

Part 3: Design Day Workshop

Scope: Our team has a 30 year history of conducting planning and design workshops for the express purpose of identifying visions and ideas with local users and community groups for a project of special interest. We envision a 2 hour workshop in the evening from 6:30 to 8:30.

During this meeting, we will have invited many people to participate and will be prepared to conduct a workshop for perhaps 100 participants. The workshop will focus on discussion ideas, generated by participants, for the use and revitalization of the Phillips House. We will follow this meeting with preparing an executive summary that will include the ideas, themes and “scenarios” that were identified during the meeting.

Time: 2 Hours

Deliverable: Workshop materials preparation, conducting the workshop and summarizing the results of the workshop in an electronic format.

Meetings: 1 Workshop, 1 Client interaction meeting

Fee: \$3,500 fixed fee

Part 4: Recommendations

Scope: Develop an executive summary report of development scenarios useful for integrating into an RFP.

Time: 4 Hours

Deliverable: Executive summary of findings in no more than 8 pages including recommendations including written, tabular and graphic data delivered in electronic format.

Meetings: Meeting with the Client 2 times for discussion and summary reviews

Fee: \$6,000 fixed fee

Total Fee: \$12,500.00

Total Meeting Times with the Client – 5 meetings

Total Community Meetings – 8 meetings with local groups, 1 workshop meeting

PAYMENTS FOR SERVICES: Adams Group Architects will send invoices at the appropriate time(s) per the agreement and may also send monthly statements for services and expenses. Unless otherwise stated in the agreement, payments for services will be due and payable within 30 calendar days from the Invoice date. A service charge of 1½% monthly will be added to all balances that are 30 days past due. Payments will be billed by phase or as the Project Scope progresses.

AUTHORITY/RESPONSIBILITY/LIMITATION OF LIABILITY: Adams Group Architects shall not guarantee the work of any Contractor, Subcontractor, or any other party associated with the project, regardless of whom the party reports to or is contracted by. The Client agrees that Adams Group Architects and its employees/agents will not be responsible for or be held liable for safety in, on, or about the project site or have any control or authority concerning safety or adequacy of equipment, buildings, structures, or any other items, work aids, or concerns and shall have no duties, responsibilities, or liabilities pertaining to any regulatory or non-regulatory requirements whatsoever. The Client also agrees to limit Adams Group Architects' liability to no more than the Basic Services total fee for services rendered for the project if Adams Group Architects is found to be negligent in its duties.

TERMINATION: This agreement may be terminated by either party in writing. Any termination shall only be for good and just cause such as for legal matters, unavailability of funds, major changes in the scope of the project, etc. Any and all work performed by Adams Group Architects up to the date of a Client requested termination of agreement will be billed and will be due and payable by the Client within 30 days of the billing notice. A termination of the agreement by either party does not dismiss or forgive the charges due for work performed and billable expenses prior to the termination date.

REUSE OF DOCUMENTS: All documents including but not limited to drawings, specifications, plats, reports, etc. produced, furnished, or created by any means by any agent of Adams Group Architects are to be jointly owned by Adams Group Architects and the Client; and can be reused by the Client or any other party in connection with this project in the present or future. Any reuse shall be at the Client's own risk with zero liability on the part of Adams Group Architects and its employees/agents.

ESTIMATE OF COST: The employees/agents of Adams Group Architects will always use their best judgment, knowledge and experience to provide estimates of Project and/or Construction Costs with as much accuracy as possible. Adams Group Architects cannot and does not guarantee that proposals, bids, construction estimates, etc. will not vary from the original estimates due to changes in scope and/or costs of labor, equipment, materials, or any other unknown or unforeseen factor(s) and the Client agrees to hold Adams Group Architects and its employees/agents harmless from any liability resulting from these variances.

EXISTING/UNFORSEEN CONDITIONS: Adams Group Architects will have to make some assumptions concerning existing conditions, although some contract drawings from the existing structure may be available. Assumed conditions and original contract drawings will be considered accurate in every respect unless the Client notifies Adams Group Architects otherwise. The Client agrees that Adams Group Architects is not responsible for existing conditions, either hidden or exposed, which are different from the planning and design assumptions. In addition, inasmuch as the remodeling and/or rehabilitation of an existing structure, and/or additions thereto, requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client must agree to bear all costs, losses and expenses, including the cost of any additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.

With regard to hidden conditions, a structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation.

SCHEDULE: The project schedule is to start around May 1st and complete the Project Scope by July 4th, 2016.

UNDERSTANDINGS: We understand that the Client will coordinate and provide all meeting time communications with local community groups using contact lists that are currently in place as well as media outlets. Our effort is to be prepared to interact with local community groups that are identified by the Client at the established meeting, interview and workshop times. The Client's meeting communication efforts will necessarily require interaction with the Town of Matthews.

ADAMS GROUP ARCHITECTS P.A.

Standard Hourly Rates

Principal	\$150.00
Project Architect	\$105.00
Interior Design	\$60.00
CADD Technician	\$85.00
Construction Administrator	\$90.00
Business Manager	\$60.00
Support Staff	\$40.00
Clerical	\$25.00