



211 N. 13th Street, Suite 503
Philadelphia, PA 19107
215.557.9200

Amber Concepcion
President of the Board
State College Area School District
240 Villa Crest Dr.
State College, PA 16801

May 16th, 2019
June 6th, 2019 REVISED

**RE: Proposal for Architecture and Engineering Services for the Implementation of the State College Area School District Playgrounds Masterplan for Phase A at Corl Street, Radio Park and Spring Creek elementary schools.
Metcalfe #19042**

Dear Ms. Concepcion,

Thank you for the opportunity to work with you and your community on the Masterplan for the playgrounds in the State College Area School District. The follow is a proposal to implement that masterplan in phases in a flexible manner at a pace that is suitable to the district's time and budget.

PROJECT UNDERSTANDING

Our understanding is that you would like to implement portions of the contents of the Playground Masterplan document we completed with you in May 2019. You have a budget for each school to move forward with Phase A as noted in the document but would like to prioritize schools based on needs and budget, ultimately determined by the district board.

We propose a flexible contract for work on Phase A at the above-mentioned schools. The following lays out the base conditions for this agreement. We have prepared the following proposal based on the scope and effort provided in the State College Area School District Playground Masterplan.

BASELINE AGREEMENT

The prepared Masterplan for the State College Area School District will be used to guide the implementation process and is included as Appendix A at the end of this document. The schools to be included in the scope of work are:

- Corl Street Elementary School
- Radio Park Elementary School
- Spring Creek Elementary School

The following is a baseline scope of services for Phases as noted in the Masterplan Document:

Baseline Scope of Work [Metcalf + Studio Ludo]:

Schematic Design

- Develop Master Plan concepts to schematic design through an iterative process with Board, staff and community
- Provide suggestions and coordination with manufacturers
- Creation of schematic design drawings, ensuring that all play surfaces and components meet requirements of applicable PA playground safety and accessibility guidelines (e.g. ASTM 1487, CPSC #325, Access Board)
- Drawings to include plans, sections, and elevations
- Coordination with State College Area School District (SCASD)
- Coordination with Civil/Structural Engineer
- Submit for cost estimate
- Number of meetings TBD, see additional/optional services

Design Development

- Develop schematic design drawings to design development, ensuring constructability based on cost estimates
- Provide coordination with manufacturers
- Creation of design development drawings, ensuring that all play surfaces and components meet requirements of applicable PA playground safety and accessibility guidelines (e.g. ASTM 1487, CPSC #325, Access Board)
- Drawings to include plans, sections, elevations, and details
- Coordination with State College Area School District (SCASD)
- Coordination with Civil/Structural Engineer
- Submit for revised cost estimate
- Number of meetings TBD, see additional/optional services

Construction Drawings and Specifications

- Develop design development drawings to construction documents, ensuring bid level document package
- Provide coordination with manufacturers
- Creation of construction drawings and sheet specifications, ensuring that all play surfaces and components meet requirements of applicable PA playground safety guidelines (e.g. ASTM 1487, CPSC #325, Access Board)
- Drawings to include plans, sections, elevations, and details
- Sheet specifications to include materials, surfaces, and play structures
- Coordination with State College Area School District (SCASD)

- Coordination with Civil/Structural Engineer
- Number of meetings TBD, see additional/optional services

Bid and Construction Administration

- Attend pre-bid walk through meeting, see additional/optional services.
- Provide responses to bid RFI's
- Attend construction kick-off meeting, see additional/optional services.
- Review of shop drawings, RFI's, payments and submittals
- Construction meetings with general contractor; number of meetings TBD, see additional/optional services
- Provide punch list at substantial completion
- Provide playground safety audit -Not included. Recommend using local third-party Certified Playground Safety Inspector (CPSI)

ASSUMPTIONS

- The SCASD Board of Directors, administration/staff and the local school community will represent the interests of each individual school.
- Timely client responses will be critical to project schedule. SCASD will assign single point of contact.
- This proposal is comprehensive; services not listed in this document are not included.

NOT IN CONTRACT

- **All meetings and conference calls** will be an additional/optional service determined at the beginning of each project, see fee.
- Geotech, radon test, soils bearing test, earthwork and deep foundation specs, perc test
- MEP Engineering
- Hazmat study/remediation
- Lighting designer
- Permit fees
- Playground safety audit
- Assessment for compliance with F1292 (Impact Attenuation of Surfacing), need not anticipated - design team can make a recommendation if required
- Civil engineering select services:
 - NPDES Permitting (new permits and/or modifications of existing permits; additional service if required. Minor modifications would be required for any site that has an active NPDES Permit, when the proposed improvements are within the existing permit boundary. Major modification or new permit would be required if the project area is outside of the permit boundary of an existing permit site or if the total earth disturbance associated with the project exceeds 1 acre; see fee

- NPDES Permit Notice of Termination filing, we assume this service will be provided by the design engineer who originally obtained the NPDES permit; additional service if required, see fee
- Stormwater management (water, quality, volume, or rate control facilities) design and downstream analysis of existing storm water management facilities; additional service if required, see fee
- Municipal Land Development plans/approval; additional service if required, see fee

SUB CONSULTANT SCOPE OF WORK

Cost estimating services – Think Green

Scope & Budget: Upon receiving the initial drawings ThinkGreen will prepare a detailed spreadsheet of the project costs showing scope and budget. ThinkGreen will meet with the design team to present the opinion of cost. Revisions based on any comments from the client and second round of drawings provided to ThinkGreen will be made and presented to the design team to develop scope and budget for the projects.

Scope and Budgeting for the State College Area School District

- Initial meeting with design team
- Review designs provided
- Provide opinion of costs and services for the playground designs for initial submission
- Present/discuss opinion of cost to the design team
- Review second set of drawings provided
- Provide revised opinion of costs and services for the playground designs for based on revised drawings and comments from client
- Present/discuss revised opinion of cost to the design team

Civil engineering – Stahl Sheaffer

- Site topographic survey of the proposed project area
- Site plan set including the following plan sheets:
 - Cover Sheet/General Notes
 - Existing Conditions
 - Site/Grading Plan
 - Erosion and Sediment Control Plan (only for sites that do not have an active NPDES permit)
 - Typical Site Details
- Design of stormwater collection and conveyance facilities.
- Coordination with municipality for the submission of a site plan and zoning permit application

Structural engineering – Stahl Sheaffer – OPTIONAL/ADDITIONAL

- Structural engineering for “architectural” elements can be provided as required per phase per school as an additional service

FEE STRUCTURE

MASTERPLAN IMPLEMENTATION	
Phase A for each school listed in contract	16% construction cost
Optional/Additional Services	
In-person meetings	\$880/person/mtg
Conference calls	\$220/person/mtg
Artists renderings (examples available upon request) (use of 3d modelling used in design work-no charge)	\$2,500 ea.
Assessment for compliance with F1292 – need not anticipated	\$3,800-\$5,800 ea.
Structural engineering	Hourly
Civil engineering – NPDES permit, minor modification	±\$2,500
Civil engineering – NPDES permit, major modification or new permit	Hourly
Civil engineering – Storm water management	Hourly
Civil engineering - Municipal Land Development plans/approval	Hourly

- Invoices are issued monthly and payable upon receipt
- Invoices are calculated against the 16% construction cost determined by the cost estimate obtained at the end of schematic design and is based upon percentage of job completed for each phase as follows (not including reimbursables and optional/additional services).
- If at the end of the job, the cost of construction increases significantly from the schematic design cost estimate, our fee will be adjusted accordingly.
- Additional/optional services will be invoiced each month as they are executed.
- If the project is terminated before the completion of the project, it will be billed hourly against our rates.
- Extra services (with prior approval from client) will be billed at Metcalfe Architecture & Design, LLC’s and consultant’s hourly rates:

Principal-in-Charge	\$165/hr
Project Manager	\$120/hr

Project Designer	\$110/hr
Designer/draftsperson	\$85/hr
Studio Ludo’s hourly rates:	
Director	\$170/hr
Designer	\$98/hr
Stahl Sheaffer’s hourly rates:	
Principal	\$178/hr
Senior Project Manager	\$160 /hr
Project Manager	\$138/hr
Senior Project Engineer	\$138/hr
Project Engineer	\$115/hr
EIT / Designer	\$95/hr
Technician	\$72/hr
Administrative Assistance	\$71/hr
Intern	\$58/hr
Think Green’s hourly rates:	
Available upon request	

REIMBURSABLE EXPENSES x 1.15 markup

Including but not limited to:

- Reproduction costs (including printing, blueprinting and CAD plots)
- Travel (IRS allowable for of personal vehicle), tolls, parking, auto rental, hotel, meals
- Postage, messenger, and overnight mail
- Consultants not included in this document that have been approved in advance

GENERAL CONDITIONS

1. Metcalfe will perform its services consistent with the **professional skill and care** ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. We Architect will perform our services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
2. **Pricing Documents.** You agree to provide us with access to contractor generated pricing documents promptly upon request.
3. **Collection of Fees.** If it becomes necessary for us to initiate legal action against you to collect any unpaid portion of our fees or expenses, you will be responsible for all reasonable legal fees, expenses and court costs incurred by us as a result of such action.
4. **No Liability for Contractor.** You will retain a General Contractor and/or various subcontractors to perform the work on this project. We do not have control over and

cannot be responsible for construction means, methods, or techniques, safety precautions, or any other acts or omissions of the Contractor, Subcontractors, or their agents or employees. Nor are we responsible for the Contractor or Subcontractor's schedule or failure to carry out the work in accordance with Contract Documents.

5. **No Liability for Unstamped Drawings.** Construction of this project is only permissible based on final drawings bearing the professional seal of Metcalfe Architecture & Design, or true and correct copies thereof. We assume no liability for any construction based on other drawings or documents generated by us.
6. **Ownership of Documents.** The drawings, specifications, and other documents prepared by us in the course of our work under the terms of this agreement are instruments of professional service for use solely with respect to this project. We retain all common law and statutory rights to them, including the copyright. The documents may not be used by you or others on other projects, for additions to this project by others, without our prior authorization in writing, and you agree to indemnify, defend and hold us harmless against all claims arising out of any such unauthorized use.
7. **Hazardous Material.** We assume no responsibility for any hazardous material which may be discovered during the course of the project and you agree to indemnify us against all claims arising from any such hazardous material, including but not limited to claims associated with its removal, encapsulation, or containment.
8. **Photographs for Promotion.** We retain the right to photograph the project for use in our promotional materials, and you agree to provide us with reasonable access to do so.
9. **Termination.** The obligation to provide further services under this agreement may be terminated by either of us upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this agreement through no fault of the terminating party. Additionally, this agreement may be terminated by you within seven days written notice in the event that the project is permanently abandoned. In the event of termination you shall pay us for all services performed on hourly basis and reimbursable expenses incurred prior to notice of the termination, including termination expenses up to the current phase of the project.
10. **Billing.** The project will be billed on a monthly basis. Payment is due upon receipt of invoice. Failure to pay an invoice within 30 days shall be considered substantial failure by you to perform to the terms of this agreement and gives us cause to suspend or terminate our services, should we decide to do so. Interest at the rate of 6% annum on the unpaid balance will be added to the account for bills aged longer than 30 days. In the event that we need to take legal action to recover our fees or expenses, you agree to pay our reasonable attorney's fees and costs.
11. **Adjustment of Fees.** The fees contained in this proposal are based on the scope of work outlined herein. Should the commencement of the project be delayed by factors outside of the control of the architect, and such delays result in the architect's costs and expenses exceeding what it believes are required to cover the defined scope of work, architect shall submit a revised cost proposal to the district, and the district shall have

thirty (30) days therefrom to accept. If the district does not accept the revised proposal, then this agreement shall be null and void, with no further force or effect.

12. **No Third Party Rights.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against you or us. Metcalfe Architecture & Design, LLC's services under this agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
13. **Owner Provided Information.** We shall be entitled to rely on the accuracy and completeness of services and information furnished by you. We agree to provide prompt notice to you if we become aware of any errors, omissions or inconsistencies in such services or information.
14. **Mediation.** With the exception of actions to collect fees and expenses due under the terms of this agreement, all other claims, disputes and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, the parties hereto may choose to mediate any dispute that arises hereunder, and at such time as they agree to mediate the dispute, they shall agree upon the procedure to utilize.
15. **Unforeseen Conditions.** If the Owner does not provide documentation or information beyond that which is apparent by non-intrusive observations of the existing facility and the Owner does not perform destructive testing or investigate concealed or unknown conditions, the Owner shall assume sole responsibility, including the cost of Change in Services or Additional Services of the Architect, if any, for all unknown or concealed conditions that are encountered during construction that require changes in the design or construction of the Project.
16. **Design without Construction Administration.** It is understood and agreed that if you elect to forgo the Construction Administration phase of this agreement, those services are to be provided by you including the review of the Contractor's performance or any other construction phase services. In this case, you assume all responsibility for interpretation of the contract documents and for construction observation and you waive any claims against Metcalfe Architecture & Design, LLC that may be in any way connected thereto.
17. **Indemnity.** In addition, you agree to indemnify, defend and hold harmless Metcalfe Architecture & Design, LLC and sub-consultants collectively against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect

changed field or other conditions, except for claims arising from our sole negligence or willful misconduct.

18. **Acceptance of Proposal.** Please indicate your acceptance of this proposal by signing and returning this document to us within ten days. Authorization to proceed through other means, in the absence of a signed agreement, shall constitute acceptance of all terms and conditions contained herein.

Sincerely,



Christopher Kircher, AIA

Metcalfe Architecture & Design, LLC

Accepted by: _____ Date _____
Amber Concepcion