

January 16, 2023

City of Mansfield  
30 North Diamond Street  
Mansfield, Ohio 44902

Attn: Mr. Robert Bianchi, P.E.

Subject: Mansfield City Building Enhancements  
Scope of Work and Price Proposal – Part 1

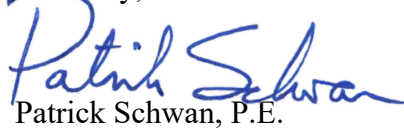
Dear Mr. Bianchi,

I would like to thank you for the opportunity to provide you with the attached updated Part 1 proposal. The following presents the Scope of Work and Price Proposal for services for the referenced project. Please note that this proposal is valid for sixty (60) days.

This is a Time and Expense (hourly not to exceed) fee proposal. These amounts are not guaranteed and may change up or down based upon the work effort required. Should additional effort be required beyond that indicated in this proposal, a modification order with a revised cost estimate will be submitted to you for approval prior to any additional work being performed.

We look forward to working with you on this project. If you have any questions, please contact me at (419) 524-0074 (ext. 205) or via email at [pschwan@wallacepancher.com](mailto:pschwan@wallacepancher.com). Please indicate acceptance by signing, dating, and returning this proposal. We will return one fully executed copy.

Sincerely,



Patrick Schwan, P.E.

Project Manager

# AGREEMENT BETWEEN

**City of Mansfield  
and  
WallacePancher Group  
for  
Mansfield City Building Enhancements**

## **Project Understanding**

WallacePancher Group (WPG) understands that the City of Mansfield (Client) intends to develop improvement plans for the City Building located at 30 North Diamond Street. The anticipated Part 1 scope of services (Project) is outlined below and includes anticipated tasks based upon WPG's understanding of the project. The project will be developed in agreement Parts.

## **PART A SCOPE OF WORK**

### **1. Preliminary Site Investigation and Evaluation Assessment Summary**

WPG and subconsultants Karpinski Engineering and Maurer Architectural Design Studio will conduct a preliminary on-site investigation to gather project data including photographing of existing facilities and reviewing and recording of existing conditions.

The items discussed that will be assessed include:

- A. Diamond Street Steps** – No Work
- B. Retaining Wall on East side of City Building** – Evaluation to determine if the wall should be fixed/replaced/repared for optimized layout.
- C. City Building Mezzanine** – Utilize previous evaluation for a recommended repair incorporating other City Building updates and coordination with the City for the preferred improvement and cost. They are defined as follows:
  - Alternative 1 – Replace with new similar cast-in-place concrete slab and joist structure
  - Alternative 2 – Replace with new cast-in-place concrete slab structure
  - Alternative 3 – Replace with new precast hollow core slab structure
  - Alternative 4 – Replace with new precast double tee beam structure
- D. Chillers (4)** – No Work
- E. Cast Iron Sanitary Sewer Pipe** - Evaluation to determine sewer pipe concerns and if it should be fixed/replaced/repared for optimized layout.
- F. Restroom Evaluation** - Evaluation in coordination with the City ADA transition plan to determine optimized logical updates to existing restroom facilities. A central exhaust needs to be researched.
- G. Window Replacement** - Evaluation of existing corner windows specifically from floors 5-9 for replacement. No asbestos inspection is included.

- H. 3<sup>rd</sup> Floor Ceiling** - Evaluation of existing ceiling and if it should be replaced including lighting. No asbestos inspection is included.
- I. Kitchenettes** - Evaluation to viability of employee kitchenettes on all floors of the building for optimized layout.

WPG will prepare and provide a summary report. This work also includes generation of a drawing depicting the location of generalized improvements. WPG and subconsultants Karpinski Engineering and Maurer Architectural Design Studios will utilize available original construction drawings and aerial mapping to prepare this plan. WPG and subconsultants Karpinski Engineering and Maurer Architectural Design Studios will work with Client to prepare an Opinion of Probable Cost of the proposed project improvements for coordination with the County to ensure compliance with all applicable regulations.

The purpose of this effort is to obtain Client approval of the layout for review and comment on the project along with budgetary review to determine the Part 2 Detailed Design project. This task includes one (1) meeting monthly with Client with four (4) meetings anticipated with this Part 1 of the agreement.

### **Project Assumptions**

1. No topographic field survey work will be completed for this project.
2. Client will provide WPG with all previously completed conceptual plans and any additional information that may be readily available concerning the project. All electronic files shall be provided in MicroStation or Autocad format, if available.
3. WPG assumes that it will have access to the project site for site investigation, data collection and related activities.
4. All permit application and/or agency review fees are to be paid directly by Client to the respective agency and are not included in this proposal.
5. Although WPG is committed to working with the reviewing agencies to expedite the various approvals for the project, no warranties or guarantees are given, expressed, implied or otherwise conveyed relative to the successful completion of this effort.
6. This project does not propose to impact any aquatic resources (streams, floodplains, and/or wetlands), therefore, this proposal does not include any environmental investigations and/or environmental permitting. If impacts to aquatic resources are necessary, a revised project scope and price proposal will be provided to Client.
7. WPG assumes no off-site infrastructure improvements or extensions will be required for this project. WPG also assumes that adequate pressure and/or capacity exists to service the project such that no capacity upgrades will be required. If off-site improvements to infrastructure are required, a revised project scope and price proposal will be provided to Client.
8. Electronic design drawings generated by WPG are provided in MicroStation or Autocad file format only.

9. If Client should initiate significant design changes, an amended scope of work and price proposal will be provided to Client.

**PART B COST OF SERVICES**

**City of Mansfield** agrees to pay WallacePancher Group for services rendered at the subject property an estimated amount of **\$78,220.00** to perform and fulfill the work outlined in PART A.

Any additional work (and its associated cost) needed to complete the project will be reviewed and approved by Client prior to any additional work being performed.

**Project Budget**

1.	Preliminary Site Investigation and Evaluation Assessment Summary	\$68,220.00
1a.	On Demand Services Allowance	\$10,000.00
	<b>Part 1 - Project Total Cost</b>	<b>\$78,220.00</b>

**Est. Hours Resource Estimate (REL + Karpinski + MAD)**

	Activity/Phase	Sr. Design Tech	BIM	Engineer	Sr. Engineer	Architect	Principal Engineer	Est. Hours
	<b>Est. Hourly Rate</b>	\$115.50	\$90	\$135/ \$147	\$150/ \$162.75	\$120	\$210/ \$231	
A.	Diamond Street – no work							
B.	Retaining Wall	24			24		8	<b>56</b>
C.	Mezzanine	12		4	12		12	<b>40</b>
D.	Chillers – no work							
E.	Sewer Pipe		4	20	30	4	25	<b>83</b>
F.	Restroom		32	4	9	40	14	<b>99</b>
G.	Windows		32			40	1	<b>73</b>
H.	3 <sup>rd</sup> Floor Ceiling		32	11	19	16	14	<b>92</b>
I.	Kitchenettes		32			24	1	<b>57</b>
	Coordination	8			8		24	<b>40</b>
	<b>Total Hours</b>							<b>540</b>

**Project Expenses**

Vehicle mileage at the current IRS standard mileage reimbursement rate (currently \$0.65/mile)

Thank you again for the opportunity to provide you with this proposal. Please sign, date and return a copy of this proposal to WallacePancher Group for execution. An executed copy will be returned to you via email for your records.

Please note that by signing this Proposal you are accepting WallacePancher Group’s Standard Terms and Conditions which are made part of this Proposal and are attached hereto. Also, please note that no work will be performed until this proposal is fully executed by both parties.

Accepted by:

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
WallacePancher Group

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Date

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Date

## WallacePancher Group Standard Terms and Conditions

### Article 1 Basic and Additional Services & Specific Exclusions

- A. Additional Services beyond the Scope of Work as defined in this Agreement (the Basic Services) require a Modification Order that must be signed by Client and WallacePancher Group (WPG).
- B. WPG agrees to provide its professional services in accordance with generally accepted standards of its profession; and no other warranties, express or implied, are hereby made.
- C. If an item is not specifically excluded, it shall nevertheless be considered included only if specifically included.

### Article 2 Client's Responsibilities

Client agrees to provide WPG with all information, surveys, reports, and professional recommendations requested by WPG to provide its professional services. WPG may reasonably rely on the accuracy and completeness of these items and any other information provided by Client.

### Article 3 Estimated Schedule and Project Budget

- A. WPG shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule. WPG is not responsible for delays caused for reasons outside of its control.
- B. Client agrees to promptly notify WPG if Client's schedule or budget changes. Client acknowledges that changes to the Project's scope and budget (Additional Services) may require a Modification Order for which additional charges will apply.

### Article 4 Compensation and Payments

- A. WPG shall invoice Client for Basic and Additional Services and reimbursable expenses once a month or upon completion of the work outlined in this Agreement. All payments are due WPG upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.
- B. In the event legal action is necessary to enforce the payment provisions of this Agreement, WPG shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by WPG in connection with such collection action, computed at WPG's then current fee schedule and expense policy.
- C. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### Article 5 Termination

- A. Either Client or WPG may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay WPG for all Basic and Additional Services rendered and reimbursable expenses incurred up to the date of termination.
- C. Upon not less than seven days written notice, WPG may suspend the performance of its services under this Agreement if Client fails to pay WPG in full for services rendered or expenses incurred. WPG shall have no liability because of such suspension of service or termination due to nonpayment.

### Article 6 Dispute Resolution

- A. Client and WPG agree to mediate claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service experienced in handling industry related disputes, or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time.
- B. Mediation shall not be necessary if WPG is simply attempting to collect on account.

### Article 7 Use of Documents

Any reuse by Client or other third parties of original or altered instruments of professional service prepared by WPG without written permission by WPG will be at the risk and liability of Client or other third parties.

### Article 8 Miscellaneous Provisions

- A. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

B. This Agreement is the entire and integrated agreement between Client and WPG and supersedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and WPG. This Agreement may be assigned by WPG to its successors and assigns but Client cannot assign this Agreement without WPG's written consent.

C. Notwithstanding any other term in this Agreement, WPG shall not control or be responsible for another party's means, methods, techniques, schedules, sequences, or procedures, or for construction safety or any other related programs.

D. WPG is not liable for the actions or work products of others working at the subject properties. Further, WPG is not liable for damage to property or equipment owned by others at or performing work at the subject properties that is not directly caused by employees of WPG.

E. Client, with the exception of those being Ohio Public entities, agrees to indemnify, defend and hold WPG harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting from or alleged to result from exposure to or inhalation of asbestos, asbestos fibers, or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of WPG's sole negligence of services under this Agreement.

F. WPG assumes no legal responsibility for the accuracy of any of its recommendations or designs in addressing accessibility under TITLE III of ADA or for the outcome of decisions, contracts, commitments, or obligations made on the basis of WPG's recommendations or designs.

G. Client, with the exception of those being Ohio Public entities, agrees to indemnify, defend and hold WPG harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found to be caused by WPG's negligent error or omissions.

H. Client agrees to limit the liability of WPG and its consultants to Client for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of WPG and its consultants to all those named shall not exceed WPG's total fee for services rendered under this Agreement.

I. WPG reserves the right to include representations of the Project in its promotional and professional materials.

J. WPG, its employees or agents, or other person or entities engaged in the Project, agree that they shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, privileges, or employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

K. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

L. In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of reasons outside of its control, including but not limited to natural disaster, catastrophic illness or incapacitation or death of a principal party, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected, may give written notice to terminate this Agreement.