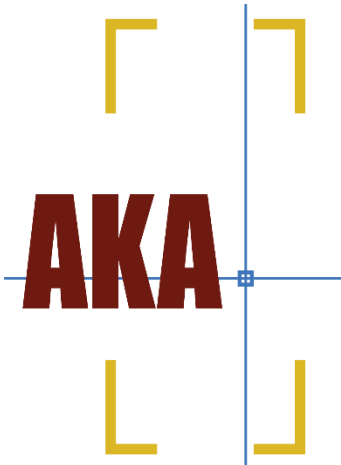


**Special Meeting Agenda
6:00 pm, Thursday, February 13, 2020
Rochester Municipal Building, 400 Sixth Street
Council Chambers**

1. Call to Order
2. Roll Call
3. Review of Architectural Services Proposal for Town Square/Front Porch
4. Miscellaneous
5. Adjournment

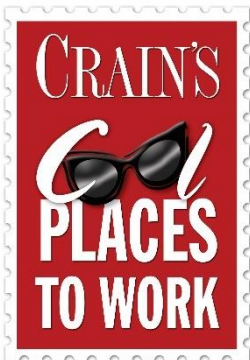
**The next regular meeting of the Rochester DDA is Wednesday, February 19,
2020 at the Rochester Municipal Building - 400 Sixth Street**



**AUGER KLEIN ALLER
ARCHITECTS INC.**

303 E. THIRD STREET, STE. 100
ROCHESTER, MI 48307
248.814.9160

WWW.AKA-ARCHITECTS.NET



February 7, 2020

Rochester Downtown Development Authority
308 ½ Main Street
Rochester, Michigan 48307

VIA EMAIL

Attention: Kristi Trevarrow, Executive Director
kristi@downtownrochestermi.com

RE: Professional Fees Proposal
Concepts for Rochester Town Square

Dear Kristi,

Thank you for the opportunity to provide professional design services; both AKA Architects and LAND Design Studio is eager to support this exciting vision for downtown.

Should you have any questions concerning any of the information contained herein, please feel free to contact me directly at 248.935.7483.

The entire AKA team looks forward to taking an active role in the success of this project.

Regards,

Scott Reynolds
Associate
AKA Architects Inc.

Scope of Services

A. Project Understanding

Create a conceptual design for an interactive community gathering area referred to as “Town Square” at the southwest corner of 3rd and Water Street in downtown Rochester, Michigan.

Features discussed, but not limited to:

1. Farmers Market Area

- a. Open Plaza
- b. Support Farmers Market Operations

2. Front Porch

- a. Interactive social space for gathering.
- b. “Hillside” Location using existing site grading.

3. Support Building

- a. Mens & Womens Restrooms
- b. Storage

Project Deliverables discussed:

- 1. **Concept Imagery** (Design Features)
- 2. **Concepts Site Plan**
- 3. **Conceptual Front Porch Perspective Rendering**

B. Service Fees

We propose a **Not-To-Exceed** (NTE) fee of **Eight Thousand Dollars (\$8,000)**, based on a blended hourly rate of \$95 per hour.

Should the project move forward, or the design go in another direction, we will negotiate a separate contract to cover a new scope of work.

C. Additional Services:

Should additional services be requested by you due to a change in scope of the services required, we will proceed with said services upon your written approval billed at a blended hourly rate of \$95 per hour.

Services Not Included under current scope of work includes and can be addressed as additional services:

1. Additional Design work and documentation or changes of completed Concept/Design/Contract Documents due to Owners, Municipality input.
2. Lighting Design.
3. Kitchen and Equipment design.
4. Soil Borings/Geotechnical Engineering
5. Environmental testing and mitigation
6. Permit filing.
7. Computer animations
8. Civil, Electrical, Mechanical or Plumbing Engineering.
9. Signage.

D. Owner's Requirements

1. Furnish all available information, including a program that will set forth the Owners objectives, schedule, constraints and site requirements.
2. Give prompt written notice to AKA Architects whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the above professional services.
3. Give prompt written notice to AKA Architects of all defects or suspected defects in AKA Architects work or services of which the Owner or Owner's agents become aware in order to allow AKA Architects time to investigate said work and take measures to minimize the consequences of such defect. The Owner shall require that all agreements with the contractors and sub-contractors on the Project to contain a like requirement.

E. Time and Performance

1. All services shall be performed as expeditiously as is consistent with the professional skill and care and orderly progress of the work.
2. AKA Architects is not responsible for any delay caused by activities or factors beyond AKA Architects reasonable control, including, but not limited to, municipal reviews, strikes, lockouts, weather, accidents or acts of God.

F. Reimbursable Expenses

1. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the Project.
2. Reimbursable expenses, such as printing, overnight mailing, application and filing of Building Permit, soil borings, etc., will be provided on an as-needed basis and will be billed monthly with a 15% administrative charge.

G. Miscellaneous Provisions

1. Invoices will be sent monthly with payment due within 15 days of receipt. Interest will be billed at the rate of 1.5 percent per month on the balance outstanding, 30 days after the date of the invoice, and will be added and compounded monthly.
2. If the Client objects to any portion of the invoice, the client shall notify in writing AKA Architects within 7 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice that is not in dispute. Interest as stated above shall be paid by the Client on all disputed invoice amounts resolved in AKA Architects favor and unpaid for more than 30 calendar days after date of submission.
3. AKA Architects reserve the right to suspend the work on the project when payment for professional services has become delinquent for 30 calendar days through no fault of our own.

H. Indemnification

1. AKA Architects agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by AKA Architects negligent performance or professional services under the Agreement and that of its sub consultants or anyone for whom the Consultant is legally liable.
2. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AKA Architects, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
3. Neither the Client nor AKA Architects shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
4. Causes of action between parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of Substantial Completion.

I. Limitation of Liability

To the maximum extent permitted by law, the Owner agrees to limit the maximum aggregate amount of AKA Architects liability shall be limited to the sum of the contract price contained herein. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances shall AKA Architects be liable for Owners loss of profits, delay damages, or any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

J. Acceptance

The information contained within this proposal is proprietary and shall not be disclosed to any parties except those agents and employees of the Owner with a need to know and shall not be duplicated, used or disclosed in whole or in part. Should the proposal be accepted, the Owner shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with AKA Architects.

This agreement shall be governed exclusively by the laws applicable to the State of Michigan. The terms of this proposal shall be null and void if not accepted within 30 days.

The proposed description of professional services and terms are satisfactory and hereby accepted. Authorization to proceed with the work is granted.

Name: _____

Title: _____

Date: _____