

RESOLUTION NO. 2017-32

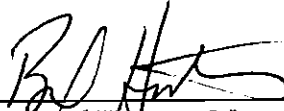
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH VOCON PARTNERS, LLC FOR THE PROVISION OF A CONCEPTUAL DESIGN PACKAGE FOR A COMMUNITY MARKET TO BE LOCATED ON THE FORMER SHOWBOAT PROPERTY, AT A COST NOT TO EXCEED TWENTY TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$22,500.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Vocon Partners, LLC for the provision of a conceptual design package of option for a community market to be located on the former Showboat property at a cost not to exceed Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Brad Hartung, Mayor

ATTEST:



Clerk of Council

ADOPTED:

APR 11 2017



Cleveland
3142 Prospect Ave E
Cleveland, OH 44115
216.588.0800

New York
Two Grand Central Tower
140 E 45th St, Suite 14A
New York, NY 10017
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vocon.com

September 26, 2016
Revised March 28, 2017
Revised April 11, 2017

Andrew White
City Manager
City of Huron
Municipal Building
417 Main Street
Huron, OH 44839

RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF HURON COMMUNITY MARKET CONCEPT DESIGN
HURON, OH
VOCON PROJECT #160286.01

Dear Andrew:

Pursuant to our recently completed Master Planning work for the Showboat site in the City of Huron, please find below our proposal for the next step of the project process to complete a conceptual design package in relation to the Community Market on the parcels of land south of the Showboat site on the City of Huron Waterfront.

Project Understanding:

The City of Huron is desiring to investigate detailed planning and concept design options for a Community Market on the ShowBoat waterfront site as indicated in Vocon's Conceptual Master Planning study dated August 12, 2016. It is assumed that site being considered are presently under the City of Huron control and/ or controlled by other community partners or stakeholders that are engaged in and supportive of this effort.

It is anticipated that this next design effort will further develop the proposed design strategies, opportunities and scenarios that the City of Huron can use to identify and market to suitable end users and operators of both seasonal market space as well as permanent retail or restaurant users.

SERVICES

REAL ESTATE ANALYSIS

Vocon will work with the City of Huron, the Economic Development and Real Estate Team and the Community Market Consultant to evaluate potential approaches to the Community Market such as vendors, frequency, seasonality, target market, amenity areas, and infrastructure and support spaces required to support the desired functions of the market. This information will affect the site organization, pedestrian connectivity and building alternatives for the Community Market. We will evaluate advantages and disadvantages of each individual alternative and determine up to three alternatives and scenarios that require specific site planning or architectural development.

DETAILED SITE PLAN DEVELOPMENT

After the Real-estate analysis and information related to market spaces, amenity spaces, utility requirements is summarized by the Market Consultant, Vocon will create detailed site planning options that illustrate the opportunities of the project.

Vocon will conduct a detailed review of the City of Huron zoning code, and develop up to (3) detailed site plan options that illustrate building (s) placement, pedestrian connectivity, boat access, parking, traffic circulation, and amenity spaces desired for the market. We will meet with the City of Huron and the identified community stakeholders to review the Site Plan options for review and comment and prepare up to (2) minor revisions to the package as necessary.



to obtain approval on a direction for the market plan. This package will become the basis of all future phases of the project development.

SCHEMATIC DESIGN PACKAGE

After a direction to the development of the site has been agreed upon, Vocon will create a Schematic Design Package including further detailed Site Plans, Floor Plans and Elevations of proposed structures for the market (pavilions, gazebos, amenity buildings, etc) In addition we will create up to (4) Renderings and assemble Material Boards and representative imagery to convey the City of Huron's desired elements for the project.

After the completion of the Schematic Design Package, Vocon will work with a local contractor or construction manager to assemble an "Opinion of Probable Cost" as well as a detailed schedule to implement the project. The "Opinion of Probable Cost" will identify all hard and soft costs associated with the implementation of the project.

We will assemble all materials generated in all of the processes above into one comprehensive "Design and Vision" package for the City of Huron to use to publicly promote the project to city residents, potential end users, operators and approving boards and commissions.

DELIVERABLES

Through the process outlined above Vocon will provide the following services and deliverables:

- Participate in a Visioning workshop with City of Huron, key stakeholders and other entities as identified by the City of Huron. Key visioning workshop objectives would include:
 1. Identify options related for implementing a Community Market
 2. Identify potential development scenarios for the Market (i.e. Permanent vs. Temporary)
 3. Identify potential vendors and operators for the Market and/ or Permanent Retail space
 4. Discuss requirements of merchants and market goers
 5. Discuss options to satisfy the vehicular requirements for both merchants and market goers
 6. Decide upon a planning direction and uses for the site that will be reflected in the planning studies
 7. Develop conceptual planning goals and objectives
- Develop Detailed Site Planning studies (up to (3) options)
- Review the Detailed Planning Study with the City of Huron to confirm direction discussed in the Real-Estate Analysis Workshop
- Create a detailed Schematic Design Package to include:
 1. Final Detailed site plan (with Options) indicating existing and new land uses, new construction, parking, public amenities
 2. Architectural Development of all buildings, structures and amenity areas
 3. Narrative of project including proposed building area, (if applicable) and details of construction for all permanent structures
 4. Coordinate the development of an "Opinion of Probable" cost for the construction and implementation of the project.
- Create a final "Marketing" Package for the City of Huron to use in communicating the project to potential developers, end users and constituents.

VOCON.

COMPENSATION

Compensation for these services will be billed hourly, not-to-exceed (180-220) total hours at a blended rate of \$105.00, \$18,000.00- \$22,500.00 plus reimbursable expenses. Should additional time or services be required, Vocon will provide these based upon the below hourly rate schedule.

| | |
|---|----------|
| Principal | \$225.00 |
| Director | \$175.00 |
| Project Director/Manager | \$150.00 |
| Workplace Strategist | \$150.00 |
| Sr. Project Architect/Designer/Tech. Coord. | \$140.00 |
| Project Architect | \$120.00 |
| Project Designer/Tech. Coord. | \$105.00 |
| Designer | \$ 85.00 |
| Admin Support | \$ 75.00 |

REIMBURSABLE EXPENSES

Reimbursable Expenses will be invoiced based on actual cost multiplied by 1.10. These expenses typically include mileage, printing, reproduction, delivery service, plotting and photographic reproduction.

We appreciate the opportunity to work with you and look forward to your review of our Proposal. If this Proposal meets your expectations, please sign below where indicated and return (01) copy for our records. Should you have questions or need anything further, please do not hesitate to contact me directly and thank you for your continued confidence in Vocon!

VOCON PARTNERS, LLC:



April 11, 2017

Signature

Date

Matthew Heisey, Principal

Printed Name and Title

AUTHORIZED SIGNATURE:

Signature

Date

Printed Name and Title



PART III - TERMS AND CONDITIONS (The following Terms and Conditions apply to this contract)

BILLING/PAYMENT

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable upon receipt of the invoice. Design Professional shall have the right to suspend/terminate services if payment is not received within sixty (60) days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's services for the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIALS/MOLD

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

INDEMNIFICATIONS

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its Sub-Consultants harmless from and against any and all alleged or actual damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs so that the total aggregate liability of the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00 or the Design Professional's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising against the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants, unless otherwise prohibited by law.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform their obligations hereunder and fails to commence performance of appropriate corrective action and continues such performance during the ten (10) day cure period. In the event of termination after notice and opportunity to cure, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

APPLICABLE LAW

The law applicable to this Agreement is the state of the Project location, without resort to that State's conflict of interest principles.

DISPUTE RESOLUTION

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, any and all claims or disputes related to or arising from this Agreement shall be submitted to the American Arbitration Association (AAA) for binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect.



PART III - TERMS AND CONDITIONS (CONTINUED)

BETTERMENT

If a required item or component of the Project is omitted from the Design Professional's Construction Documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original Construction Documents. Design Professional's responsibility will be limited to revising the Construction Documents to include the omitted item or component at no additional cost to Client. In no event will the Design Professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

OWNERSHIP OF DOCUMENTS

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional, including ownership of all copyright interests. Following completion of the Project and after Client pays Design Professional in full for all Basic Services and Additional Services performed, Client shall be granted an irrevocable, non-exclusive license to use, copy, modify and/or disseminate the Construction Documents prepared by Design Professional in the event Client expands the Project, corrects any deficiencies, makes any renovations or repairs to the Project or for any other future design use. Client agrees payment in full for Design Professional's Basic Services and Additional Services for the Project is an express condition precedent to Design Professional granting Client the foregoing license. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its sub-consultants harmless from any and all claims and/or damages arising there from. Electronic files are not Construction Documents and cannot be relied upon as identical to the Construction Documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

DEFECTS IN SERVICE

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

CONSTRUCTION ADMINISTRATION INDEMNIFICATION

If the Client does not accept Construction Phase Observation under this agreement or if the Basic Services under this Agreement do not include project observation, review of the contractor's performance and/or any other Construction Phase services, then such services will be provided by the Client. The Client shall assume all responsibility for interpretation of the Construction Documents and for construction observation, and the Client shall waive any claims against Design Professional and/or its consultants that may be in any way connected thereto. In addition, the Client agrees, to its fullest extent permitted by law, to indemnify and hold harmless Design Professional and/or its consultants, its officers, directors, employees and subconsultants 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 all interpretations of the Construction Documents, construction observation and/or any other Construction Phase services performed by any persons or entities other than Design Professional and/or its consultants and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Construction Documents to reflect changed field or other conditions, except from claims arising from the sole negligence or willful misconduct of Design Professional and/or its consultants.

RELATIONSHIP OF THE PARTIES

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The parties agree there are no intended third party beneficiaries to this Agreement.

PROFESSIONAL AND PROMOTIONAL MATERIALS

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. If any portion of this Agreement is found to be illegal or enforceable, such portion shall be severable and the balance shall remain in full force and effect.