



REQUEST FOR QUALIFICATIONS

***ARCHITECTURAL DESIGN SERVICES
SILVER CREEK LAKEHOUSE
DESIGN & CONSTRUCTION DOCUMENTS
NORTON, OHIO***

Board of Park Commissioners

Summit Metro Parks

Herbert Newman-Chair

Joel D. Bailey

Jill Stritch

Dr. Curtis T. Walker, Sr.

S. Theresa Carter

Lisa M. King, RLA, CPRP

Executive Director

June 11, 2026

Issue date: June 11, 2026

Contracting agent:

Board of Park Commissioners

Summit Metro Parks

975 Treaty Line Road, Akron, Ohio 44313-5898

Attn: Mark Szeremet, Chief of Planning and Development

SUMMIT METRO PARKS COUNTY – AGENCY PROFILE

Governance and Staffing

Summit Metro Parks was organized under Chapter 1545 of the Ohio Revised Code as a metropolitan park district in 1921. Metro Parks is not part of any other local, county, state or Federal government. Metro Parks is governed by a volunteer Board of Commissioners appointed by the Summit County Probate Judge. The Board serves as a policy-making body to establish and guide the overall direction of the Park District. The Park Board appoints an Executive Director who serves as the Chief Executive and Financial Officer and a non-voting member of the Board as its Secretary. There are approximately 200 full and part-time employees working for Metro Parks in diverse roles as maintenance; construction; law enforcement; interpretive programming; public relations; marketing; planning; civil engineering; landscape architecture; resource management; customer support and financial support and administrative services.

Agency Mission

The mission of Summit Metro Parks is to conserve, sustainably manage and value natural resources for the health and enjoyment of our community, and inspire people to connect with nature through clean and safe parks.

Funding Sources

Funding for the Park District is derived primarily from a small real estate property tax levy, which voters periodically are asked to approve, and from some earned income from programming, operations and reservable facilities. Supplemental funding may be provided by State, Federal and local grant sources. Additional information can be found at www.summitmetroparks.org.

PURPOSE

Summit Metro Parks is accepting statements of qualifications from architectural firms to provide design services for the renovation of the Silver Creek bathhouse in Silver Creek Metro Park in Norton, Ohio.

The Metro Parks' goal is to offer a superior experience for visitors by creating a design which is creative, beautiful, durable, cost effective and in harmony with its natural surroundings.

Evaluation of Qualifications

Metro Park's staff will review the submitted qualifications and rank the submitting architectural firms. Interviews may be requested by Metro Parks and used as part of the evaluations. If interviews are requested the selected firms will be notified in writing.

Metro Parks will negotiate the scope of work and proposed fees beginning with the firm ranked most highly qualified. The selected firm must execute the Metro Parks standard "Architectural Agreement", draft copy attached.

The cost of preparing responses to this Request for Qualifications shall be borne by the engineering firm.

Consultant Notification

Metro Parks' staff will present the final recommendation to the Board of Park Commissioners for approval. Once Board authorization is received the successful firm will be notified in writing.

PROJECT SCOPE

Project Description

The Metro Parks' swimming operation at Silver Creek was permanently closed in January of 2022. Since that time, park staff have planned to have the current bathhouse repurposed into Silver Creek Lakehouse. The intent is to transform the bathhouse into a multi-use building for programming and events. The building is located near the lake at 5000 South Hametown Road in Norton at Silver Creek Metro Park. The building will provide for year-round gathering and programming that is relaxing and "outdoorsy" in feel. There is a need for storage, small kitchen area and office space. The architectural style shall keep with the updated, rustic character of the park's most recent buildings, such as Liberty Nature Center; this structure should keep with the mid-century style both inside and outside. The building shall be cost-effective and easy to maintain. Use of readily available, natural materials found locally will help tell the story of the area. The building shall reflect the park district's commitment to stewardship and sustainability.

The interior shall be warm, cozy, and bring the beauty of the outside inside the building through the use of high ceilings and windows that will invite nature into the space. The park district is interested in special windows or window treatments to prevent bird strikes. Operable windows with black out blinds are requested for certain rooms. The building shall be designed to be energy efficient.

Please see attached interior conceptual plan.

Building Features

The Planning Department has prepared a list of building features that will provide the best opportunities for meeting the park district's goals.

Current building size: 1,360 square feet

Draft Building Program:

1. Floor plan to closely match concept plan for Silver Creek Lakehouse, plans provided.
2. Restrooms for men and woman. Research the cost would be to bring municipal water to the site and provide with estimate.
3. Kitchen with refrigerator, sink and cabinets.
4. Coat rack area.
5. Closet for chair and table storage, and program supply storage.
6. Mechanical Room for mechanicals; space for mop sink and dedicated storage for cleaning supplies and equipment.
7. Interior fireplace, electric.
8. Electric baseboard heating.
9. Air conditioning.

Site Work (for information only, site work by others):Building setting –

- a. The space behind the building will be leveled out to provide a space for events to spill out from building.
- b. The current beach area will be restored to native vegetation with ADA access to the lake.
- c. Current playground will be taken out, and a new accessible playground will be built in front of the building closer to the parking lots.
- d. Small pollinator garden will be behind the building to the northwest.

Site has well water, electric and sanitary.

Deliverables:

The intent of this RFQ is to contract architectural services from concept design, design development, construction documents, bidding and construction services.

Following are anticipated deliverables:

1. *Meetings*: The Consultant shall meet with planning staff prior to beginning any design work and assume a total of 5 meetings throughout the contract.
2. *Design Phase*: The Consultant will create schematic design documents including a floor plan, and elevations for the proposed building for review and approval. During this phase assure code compliance with OBC and ADAAG.

A Metro Parks representative will be designated to provide coordination and day-to-day design input.

3. *Itemized Estimated Cost Opinion*: Updated project budgets are to be provided for review at the completion of three phases: schematic design, 50% and 95% complete. The final estimate will be used as the engineer's estimate for future bidding and budgeting purposes.

4. *Deliverables:* The consultant will provide all drawings to Metro Parks in AutoCAD format, and full and half size PDF format, with architectural/engineering seal affixed. All AutoCAD drawings shall be in .dwg format, technical specifications and bid form in digital format (Microsoft Word preferred). The drawings be 22"x34", therefore half size plans will be 11"x17". The final documents will be accompanied by the consultant's final Itemized Estimated Cost Opinion.
5. *Additional fees:* Please provide a separate list and fee for any work or reimbursables, not listed in the above scope of services, necessary to complete construction of the new building.

Metro Parks will pay all review and permitting fees.

STATEMENTS OF QUALIFICATIONS SUBMISSION

General Notes

Each firm shall submit a Statement of Qualifications accompanied by a letter signed by an authorized officer of the firm.

Each Statement of Qualifications must include the following in the order and format specified:

- **Transmittal letter or cover letter:** (1) one page, signed by an authorized officer of the firm.
- **Cover Page:** (1) one page.
- **Table of Contents:** (1) one page.
- **Section 1, Firm Overview:** (2) pages or less. Briefly describe the Firm's history showing your qualifications and practical experience with architectural services with similar scopes. Include a list of similar projects with discussion of the firm's role. Identify any sub-consultant(s) to be used for this project. Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously.
- **Section 2, Project Understanding and Project Approach:** (2) pages or less. Describe understanding of project and a comprehensive and innovative approach to meet the Metro Parks goals and how the project will be managed to provide quality deliverables.
- **Section 3, Project Examples:** (6) six pages or less. Provide (3) three example projects, including description of work performed, date completed, and your firm's role in the project. For each example project include no more than (1) one page for project narrative and (1) one page for photos of the project equaling (2) two pages total permitted per project. Project examples should be similar to "Project Scope" and "Services of Consultant" described in this RFQ.

- **Section 4, Project Team Resumes:** Include a list of the project team including employee name, title and responsibility. Clearly identify the project manager serving in a decision-making capacity as primary contact. Provide a (1) one page resume of each member of the design team. Including a (1) page resume for any team members from sub-consultant(s). Include the employee's title, education, training, project experience and certifications applicable to the Project Scope. Provide a (1) page resume of each firm (listed in Section 1) used as a sub-consultant.
- **Section 5, References:** Provide (3) three client references preferably for the projects listed in Section 3.
- Include only those sheets identified, no dividers.
- Text fonts shall be 10 point or larger.

Submittal Procedure

Interested firms wishing to offer their services please email qualifications in a scrollable PDF format, with PDF page sizes of 8.5" x 11".

Clearly marked on the subject heading of the cover page and in the email subject line:

QUALIFICATIONS –ARCHITECTURAL SERVICES- Silver Creek Lakehouse

Email to the attention of and submit questions to:

Mark Szeremet, Chief of Planning & Development
Summit Metro Parks
975 Treaty Line Road
Akron, OH 44313
Email: mszeremet@summitmetroparks.org

SUBMISSION MUST BE RECEIVED ON OR BEFORE NOON, 12:00 PM, (Eastern Standard Time), June 25, 2026.

Consultants submitting qualifications are responsible for ensuring that the emailed qualifications are RECEIVED by the deadline noted above. Emails sent, but not received by the deadline will not be accepted. Consultants are encouraged to email the qualifications at least 3 hours in advance of the deadline and contact Mark Szeremet by subsequent email to ensure the qualifications are received.

REVIEWER EVALUATION FORM

Name of consultant: _____

Project: _____

Evaluator: _____ **Date/year:** _____

	Points Possible	Points Awarded
Met Submittal Requirements	Yes or No	
Section 1, Firm Overview Firm's ability to describe their history showing their qualifications and practical experience with projects of similar size and type. Identify any subconsultant(s). Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously.	10	
Section 2, Project Understanding and Project Approach Firms understanding of the project and ability to provide comprehensive and innovative approaches to meet the Metro Parks goals. Firm's ability to describe how the project will be managed to provide quality deliverables within provided deadlines.	15	
Section 3, Project Examples (10 points each) Firm's previous experience with projects of a similar nature and scale.	30	
Section 4, Resumes		
Project Manager Resume: Indicated the technical training, education, and experience especially the technical training, education, and experience as related to the project. The Project Manager will serve in a decision making capacity as primary contact.	10	
Project Team Resumes: Competence of staff as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees of the firm and sub-consultant(s) who would be assigned to perform the services; All work shall be done under the supervision of professionals licensed in Ohio;	25	
Section 5, References Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting deadlines.	10	
Firm Interviews (if requested)	TBD	
TOTAL POSSIBLE SCORE		

ARCHITECTURAL SERVICES AGREEMENT

This Architectural Services Agreement (hereinafter "Agreement") made and entered into this day of _____, _____, by and between _____ Summit Metro Parks (hereinafter "Owner") and _____ (hereinafter "Architect");

Witnesseth that Owner desires to construct an expansion of its offices at _____ ("the project"); and

Whereas architect desires to perform architectural services in connection therewith,

In consideration of the promises and agreements herein contained,

I. SCOPE OF PROJECT

Architect is to provide all architectural services necessary for the design and construction of _____ for Owner at _____, representing approximately _____ square feet, all in accordance with the highest standards of the architectural, engineering and design professions, including but not limited to as may be in part set forth and described herein and which may be in part set forth and described as Exhibit I attached hereto, and within the budget to be agreed upon by Owner and Architect.

The services include but are not limited to the design of efficient space utilization, to include interior architectural details, colors, treatment of walls, floors, ceilings and lighting and to include all personal property necessary for the functioning of a first-class _____ (hereinafter all of which shall be designated "personal property"; the words "personal property" as used herein do not include movable furniture).

2. SERVICES OF ARCHITECT

Architect will consult with Owner in order to define and describe the project (the project to include all required duties, tasks and things contemplated by this Architectural Services Agreement which may be in part set forth and described in Exhibit I attached hereto) and pursuant thereto will retain and pay for the services of consulting engineers and all other specialists as are normally required for the design of projects of comparable character, secure the Owner's written approval of such consultants or specialists and pursuant thereto will:

(A) Schematic Design, Outline Specifications and Estimated Cost. Prepare and submit for Owner's approval a schematic design study for the project consisting of drawings and materials in the form of plans, elevations and sections, sufficient to convey the architectural design of the project and personal property to the Owner. Owner's building program will serve to indicate the general

description of the project, the type of improvements, the kinds and quality of materials, mechanical and electrical systems and personal property to be installed in the project. Prepare and submit for Owner's approval an estimated project construction cost and purchase prices for personal property to be entitled "Estimated Project Design and Construction Cost-Schematic Design Phase."

(B) Design Development, Plans and Specifications and Estimated Cost - Revised. Upon approval by the Owner of the schematic design and estimated cost, the Architect will prepare and submit for Owner's approval design development documents consisting of drawings showing the floor plans, elevations, cross-sections, and personal property and other appropriate features of the project of its mechanical and electrical systems, and an estimated project construction cost entitled "Estimated Project Design and Construction Cost-Revised" in sufficient detail to indicate the cost of major categories of the work involved in constructing and the Design Services and personal property having to do with said project.

(C) Construction and Design Documents; Plans, Specifications and Estimated Cost - Final. On receipt of written instructions from the Owner to proceed with the preparation of construction documents, the Architect shall prepare from the approved design development documents and submit to the Owner for approval the following (hereinafter "project documents"):

(1) Plans and Specifications. Working drawings and specifications describing and setting forth in detail the work to be done in completing the project, the materials, workmanship, finishes, equipment and personal property required to complete the architectural, design, structural, mechanical, and electrical systems for the project.

(2) Design Cost Adjustments. Written notice to the Owner of any indicated adjustments in the Estimated Project Design and Construction Cost-Design Development Phase arising from more detailed development of the design of the project or from approved changes in the scope of requirements for the project which shall be the Estimated Cost-Final.

(D) Governmental and Lending Institution Documents. Architect will at all times assist Contractor and Owner in gaining approval of all governmental entities or agencies required to approve the project and will prepare all studies, plans, drawings, specifications and other documents required by this Agreement to be prepared in such form and with such information or data contained therein as may be required by any such entities, agencies or by any lending institutions from which Owner may seek either permanent or construction financing for the project.

(E) Bidding Assistance. After approval of the construction documents for the project, Architect will if appropriate assist Owner in obtaining bids or negotiated proposals and awarding contracts for the completion of the project on or before _____by:

(1) Aiding the Owner or the Owner's attorney in drafting a standard bid form, instructions to bidders, and proposed contract documents to be executed by the Owner and the selected contractor(s) or supplier(s).

(2) Issuing addenda bulletins explaining or detailing the provisions of the project documents for the project to bidders.

(3) Consulting with and advising the Owner on bids submitted by contractors or suppliers for the completion of the project.

(F) Bids in Excess of Estimated Cost - Final. Should the lowest acceptable bid by a bidder for construction or supply of any phase of the project exceed by more than Ten Percent (10%) the total estimated cost of the phase of the project stated on the Estimated Project Design and Construction Cost - Final, prepared by the Architect and approved by the Owner, the Architect will on written request of Owner and without cost to the Owner, revise the project documents for the project in such a manner as to bring the total actual cost of constructing and supplying the project within the amount specified as the total estimated cost of the project on such Estimated Project Construction Cost - Final.

(G) Consultants. The Architect will employ at its own cost and expense such technicians and environmental design professionals, including mechanical engineers, electrical engineers and structural engineers, as may be required to enable the Architect to properly design and supervise the construction and to supply the various elements required to be included in the project. All such technicians and environmental design professionals, hereinafter called consultants, so employed by the Architect must be duly licensed in their respective fields of specialization by the State of Ohio and, before employment by the Architect, shall be approved in writing by the Owner. Should the first list of consultants so proposed to be employed by the Architect be unsatisfactory to the Owner, the Architect will submit to the Owner a list of two or more consultants in each field of specialization in which the Architect seeks consultation and shall employ the consultants selected from such list by the Owner. Nothing contained in this section, however, creates a contractual relationship between the Owner and any consultant or consultants so employed by the Architect.

(H) Construction Phase. After the award by Owner of a general contract or contracts for the construction of the project, the Architect will:

(1) Provide technical direction to such person or persons as may be designated by Owner who shall be employed by and responsible to Owner (hereinafter "project inspector").

(2) Act as the project inspector and assist the general contractor in preparing a marked set of prints indicating dimensioned locations of utility lines and outlets if required, which set of prints shall be delivered to the Owner on completion of the project.

(3) Visit and inspect the project as may be reasonably required to assure conformance of the work, materials and personal property to the project and contract documents, not less often than weekly however, and promptly on written request of the Owner.

(4) Promptly advise the Owner in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, materialman or supplier on the project.

(5) Reject any work or materials or personal property on the project that does not conform to the project or contract documents.

(6) Furnish on request of the Owner, any contractor, any subcontractor or supplier on the project, definitions and interpretations of the working drawings and specifications or other project documents for the project.

(7) Review and approve shop drawings, samples, and other submissions of the contractor or supplier for conformance with the design concept of the project and compliance with the project or contract documents.

(8) Determine, on receipt of an application for payment from the contractor or any supplier, the amount due to the contractor or supplier under the project or contract documents and issue a certificate for payment to the Owner for such amount. Each such certificate of payment issued by the Architect constitutes a representation by the Architect to the Owner that the Architect has inspected the project and that to the best of Architect's knowledge the work, materials and personal property required to be completed and furnished by the contractor or the supplier, before the payment specified in such certificate becomes due to the contractor or supplier, has been completed or furnished in accordance with the project or contract documents.

(9) Make such reports as may be reasonably required by the Owner on the status of the construction of the project.

(10) Approve, subject to written concurrence by the Owner, of the substitution of any materials, equipment or personal property for those required by the working drawings and specifications or project contract documents for the project and approve any reports on such substituted materials, equipment or personal property.

(11) Maintain records for the project.

(12) Prepare change orders for written approval of the Owner.

(13) Provide a color schedule of all materials to be used in the project for the Owner's review and approval.

(14) Assist in obtaining compliance from contractors with the mechanics lien laws of the State of Ohio as required by Owner.

(15) Prepare punch lists at the time of substantial completion of the project, with subsequent inspections until application for final payment by the contractor or suppliers at which time

Architect shall make a final inspection of the project, assemble and deliver to Owner all written guarantees, instructions books, diagrams and charts required by the project and contract documents, and upon completion of all items required by the project and contract documents, issue a certificate of final completion of the project.

(16) At the earliest opportunity issue such documents and/or certificates of completion so as to obtain from applicable government entities and/or agencies all necessary occupancy permits and/or authority.

(I) Change Orders. Notwithstanding any other provision of this Agreement, the Architect will not issue nor shall the Architect have authority to issue, without first obtaining the written approval of the Owner any change order or other order to any contractor, subcontractor or supplier employed on the project that will materially deviate from the project or contract documents and/or commit the Owner to pay any amount in excess of the contract price specified in the project or contract documents.

(J) Post Construction Phase. After final completion of the project to assist and instruct Owner in the proper use of systems and controls, the care, use and maintenance of finishes and furniture, fixtures and equipment, use of building facilities, systems, amenities and emergency procedures and the administration and procedures with respect to warranties and guarantees. After final completion of the project but not later than three months prior to the expiration of all one-year warranties attaching to work and/or materials for the project, Architect will visit and inspect the project; the second such inspection shall be one month prior to the expiration of such warranties; Architect will upon completion of such inspections advise the Owner of any evidence of faulty materials or workmanship used in constructing the project or the personal property supplied as part of the project and furnish Owner with drawings capable of reproduction by direct printing process of the final working drawings including such revisions as may have been made in the course of construction of the project, such drawing prominently noted "as built". The original tracings or sepias shall be retained by Architect but shall be the personal property of Owner.

(K) Schedule of Work. The Architect will complete the project in its entirety in conformance with the schedule set forth and described in Exhibit I attached hereto and incorporated herein by reference as if fully rewritten and will exercise every effort to effectuate completion of the move into the project premises on or before _____.

(L) Extra Work. In addition to the basic fee hereinafter agreed to be paid to Architect, the Owner shall pay Architect in accordance with Section 3(b) of this Agreement the direct personnel expenses as hereinafter defined that have been incurred by Architect in performing any extra work required by Owner and not required to be performed by Architect hereunder, such work consisting of the following:

(I) The providing of financial feasibility or other special studies of the project by the Architect.

(2) The providing of consultation services, drawings, designs, plans, specifications, or other documents for the replacement of any work damaged by fire or other cause not the fault of the Architect during construction of the project.

(3) The providing of additional architectural or design services required because of the default of the general contractor or any subcontractor in the performance of the contract documents.

(4) The providing of services as an expert witness in connection with any public hearing, arbitration proceeding, or proceedings of a court of record not required to secure the approval of any governmental agency or board for the construction of the project, or assistance that owner may require with respect to claims made or actions brought against owner relating to the things to be accomplished under this Agreement and/or the contract documents.

(M) Liability. At all times during the continuance of this Agreement, the Architect will use best efforts to secure compliance by contractors and suppliers employed on and for the project with the contractual requirements for the project and is responsible to Owner for errors and omissions in design and failure to perform this Agreement, but shall not be a guarantor of the performance of any contractor nor shall Architect be liable for the errors or omissions of any contractor, subcontractor, materialman or supplier employed on or furnishing materials or personal property to the project.

(N) Defense of Owner. Assist in the defense of Owner from all lawsuits or claims.

(O) Assistance to Owner. Render to Owner all assistance Owner may require with respect to claims made or actions brought against Owner relating to the things to be accomplished under this Agreement or under the contract documents.

(P) No Delays. Without causing delay perform and complete all of the tasks, duties and things contemplated by this Agreement.

(Q) Purchase of Personal Property. In connection with the ordering and/or purchase of personal property:

(1) To inform suppliers that Architect is not authorized to accept the personal property on behalf of Owner and that as a condition of the order and/or purchase, that the time for acceptance or rejections and for commencement of the running of time with respect to warranties shall not commence until installation and a reasonable time for testing and/or observing by Owner on the project premises;

(2) Will not accept or retain possession of any personal property from suppliers unless such acceptance or retention of possession is qualified so that Owner's rights to inspect, accept and/or reject are preserved and unless warranties with respect to such personal property commence to run from the date of acceptance by Owner.

3. OWNER'S RESPONSIBILITIES

Owner will:

(A) Designate _____ as Owner's representative, which will be authorized to act on behalf of the Owner with regard to the project.

(B) Pay to Architect the fees, and in accordance with the schedule as set forth in Exhibit I attached hereto and incorporated herein by reference as if fully rewritten.

4. COMPLIANCE WITH OHIO REVISED CODE SECTIONS 145.036, 145.037 AND 145.038 RELATING TO OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

Pursuant to the above-referenced Revised Code Sections, the parties represent and agree as follows. Architect is either:

4.1 A Business Entity – a corporation, association, firm, limited liability company, partnership, sole proprietorship or other entity engaged in business and has five or more employees; and

All Individuals employed by Architect who provide personal services to Owner/Summit Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; or

4.2 Other than a Business Entity, whether an individual or an entity engaged in business having less than five employees; and

All individuals employed by Architect who provide personal services to Owner/Summit Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; and

The names, addresses and other contact information of Architect's employees are the following:

1. _____
2. _____
3. _____
4. _____; and

4.2.1 Architect will notify the individuals employed by Architect rendering the personal services that they are not classified as public employees and that no contribution will be made to the Ohio Public Employees Retirement System on their behalf; and

4.2.2 Architect will obtain or assist Metro Parks in obtaining signed Independent Contractor/Worker Acknowledgment Forms (PEDACKN (Rev. 4-20-13) or any revision thereto) for each Individual employed.

4.3 Architect is an Independent Contractor as defined in Ohio Administrative Code 145-1-42(A)(2), and

4.3.1 Is a party to a bilateral agreement which must be a written document, ordinance, or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;

4.3.2 Is paid a fee, retainer or other payment by contractual arrangement for particular services;

4.3.3 Is not eligible for workers' compensation or unemployment compensation;

4.3.4 Is not eligible for employee fringe benefits such as vacation or sick leave;

4.3.5 Does not appear on Owner's payroll;

4.3.6 Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;

4.3.7 Is not controlled or supervised by personnel of Owner as to the manner of work; and

4.3.8 Receives an Internal Revenue Service form 1099 for income tax reporting purposes.

5. MISCELLANEOUS

(A) Termination.

(1) The Owner reserves the right, upon written notice to the Architect, to terminate this Agreement with Architect or to suspend and abandon the project and all work connected with the project.

(2) On the termination of this Agreement, or the suspension or abandonment of the project by the Owner, the Owner will pay the Architect, as full payment for all services performed and all expenses incurred by the Architect under this Agreement, all sums actually due and owing to the Architect from the Owner under this Agreement on the day the written notice is received by the Architect, plus the reasonable value of all work performed under this Agreement by the Architect up to the time notice is

received for which payment is, at the time such notice is received by the Architect, not yet due and payable.

(3) On termination of this Agreement and payment of the sums specified herein, the Owner shall be entitled, should Owner later determine to complete the project or a substantially similar project, to use any completed drawings, specifications, estimates, or other completed instruments prepared pursuant to this Agreement by the Architect without the payment of additional compensation to the Architect.

(4) The Architect will maintain all records required to be maintained under this Agreement, including records of accounts between the Owner and the general contractor on the project; records of the Architect's direct personnel expenses for extra work performed under this Agreement; and records of the Architect's reimbursable expenses in accordance with generally accepted accounting practices and available for inspection by the Owner or his authorized representative at all reasonable times.

(B) Confidentiality. Architect will keep and maintain as confidential all information concerning this project excepting only the disclosure of such information as may be required for purposes of obtaining permits and/or licenses from applicable governmental entities and/or agencies; Architect will obtain similar agreements from persons and firms employed by Architect and this requirement will survive the completion of this Agreement.

(C) Separate Contracts. Owner has the right to let other contracts for architectural, engineering and/or design services, and Architect will cooperate with any other such contractors.

(D) Indemnification. Architect promises and agrees to indemnify, protect, save and hold harmless the Owner from and against any and all claims, demands, actions, causes of action, charges or liability, including all losses, costs, damages, expense or charges in connection therewith, including but not limited to court costs, attorney fees, expert witness fees, inspection fees or costs of testing arising out of the above and will furnish counsel for the defense of any of the above from and against any of the above arising in favor of any person out of any act or failure to act, whether tortious or contractual, in connection with or pursuant to this Agreement or arising both out of or during operations under the Agreement or due to the presence of the injured person or party on the subject premises, whether the operation above described be by the Architect and/or anyone employed directly or indirectly by the Architect (including subcontractors, their servants, agents and employees).

(E) Ownership of Documents; Final Deliverables. All designs, specifications, technical data and other documents produced by Architect in the performance of this Agreement is the sole property of Owner and Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law or by equity. Architect agrees that Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the work to be performed under this Agreement.

Architect will furnish Owner at Architect's expense all Project Documents including but not limited to plans, drawings and specifications provided on a CD containing one .pdf file containing all plan sheets in order, any technical specifications and data in Word format, and all AutoCAD drawings, version 2009 or newer, all in accordance with the Project scope. Final payment to Architect will be made when Owner has received all items as detailed herein.

(F) Insurance. Architect will obtain and maintain in effect the insurance coverages and in the limits as set forth in Exhibit 2 Insurance.

(G) Time of the Essence. The parties hereby agree that the time limits established for the completion of performance by Architect of each phase of Architect's work and completion of the project in its entirety on or before _____, are of the essence of this Agreement.

(H) Nonwaiver. No act or failure to act on the part of either party shall operate to release either party of any rights or remedies hereunder.

(I) Governing Law and Forum. The captions of this Agreement do not form a part thereof and are solely for the convenience of the parties. This Agreement shall be construed and the legal relations between the parties shall be determined in accordance with the laws of the State of Ohio other than those relating to conflicts of law. All disputes must be resolved in the state or federal courts located in Summit County, Ohio, and Architect hereby consents to the exclusive jurisdiction and venue of said courts.

(J) Dispute Resolution. Any claim or controversy between the parties arising out of or relating to this Agreement or the breach thereof will be resolved in accordance with the dispute resolution procedures set forth in Exhibit 3.

(K) Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, provided however that neither this Agreement nor any part thereof nor any monies due or to become due hereunder to the Architect may be assigned without the written consent of the other.

(L) Entire Agreement; Changes to the Agreement. The captions of this Agreement do not form a part thereof and are solely for the convenience of the parties. Any documents referenced in this Agreement are incorporated herein by reference. This Agreement including the Exhibits contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements understandings, negotiations and discussions between the Parties relating thereto.

No changes, modifications, waiver or alteration of the Terms and Conditions of this Agreement are binding unless in writing signed by Executive Officer of Owner.

(M) LIMITATION OF DAMAGES. OWNER IS NOT LIABLE FOR LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

(N) Notices. All notices and other communications between the parties hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, and addressed to Owner, (name), 975 Treaty Line Road, Akron, Ohio 44313, and to Architect,
_____.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day herein first above written.

SUMMIT METRO PARKS

Witness _____

By: _____

Keith D. Shy, Director/Secretary

Witness _____

Date _____

“OWNER”

**ARCHITECT IS A BUSINESS ENTITY –
FIVE OR MORE EMPLOYEES**

COMPANY NAME

Witness _____

By: _____

Witness _____

Title: _____

Date: _____

-OR-

**ARCHITECT IS AN INDIVIDUAL – LESS
THAN FIVE EMPLOYEES**

COMPANY NAME

Witness _____

By: _____

Witness _____

Title: _____

Date: _____

“ARCHITECT”

Exhibit I
Consultant's Scope, Schedule and Fee

EXAMPLE

Exhibit 2

Insurance

Architect will obtain and maintain in effect all of the following insurance coverages through insurance companies satisfactory to Owner, and naming the Owner as an additional insured (except with respect to the professional liability insurance in clause (v) below), and for the following limits and liabilities, and the same shall be upon an "occurrence" basis:

- (i) workers' compensation insurance covering the statutory requirements of the State of Ohio;
- (ii) commercial general/comprehensive general liability and broad form contractual liability, \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations; \$1,000,000 personal and advertising injury; \$100,000 fire damage; medical expenses to any one person \$10,000;
- (iii) business automobile coverage, \$1,000,000 each accident;
- (iv) excess liability, \$5,000,000 each occurrence and aggregate;
- (v) professional liability, general office \$2,000,000 per claim and in the aggregate, deductible not to exceed \$100,000.

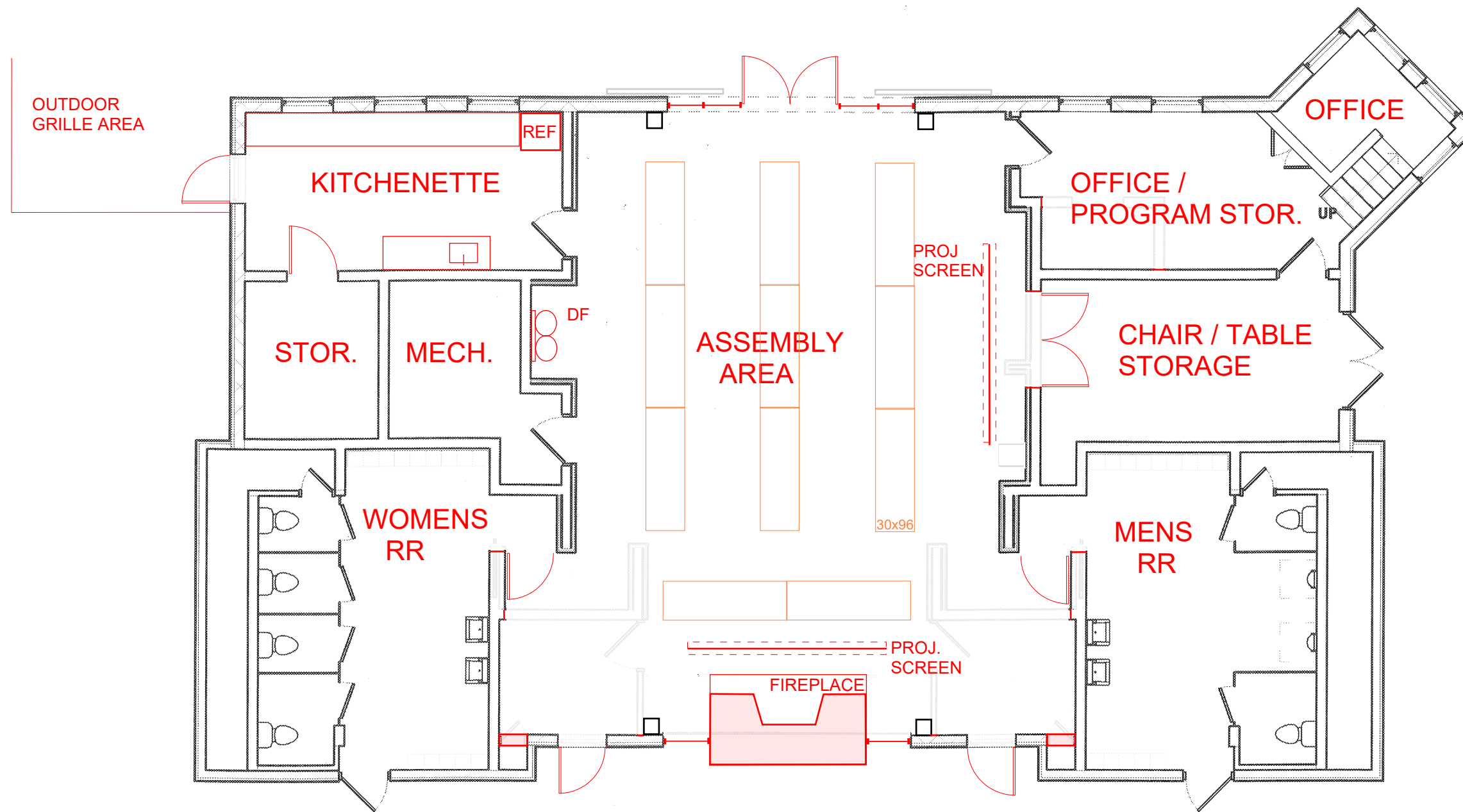
The insurance policies set forth above will contain provisions that coverage will not be canceled or not renewed until at least 30 days prior written notice to Owner; Architect will deliver to Owner certified copies evidencing that the above-described insurance is in force and certified copies of required policy endorsements.

Exhibit 3
Dispute Resolution

The parties agree to binding arbitration in Summit County, Ohio and hereby irrevocably submit themselves to the exclusive jurisdiction and agreed venue of the state and federal courts of Summit County, Ohio. Ohio law applies to the interpretation and enforcement of the terms and conditions of this Agreement.

Any claim or controversy between the parties arising out of or relating to this agreement or the breach thereof will be resolved as follows:

- (i) The parties will meet and confer in good faith in an attempt to resolve the dispute or problem.
- (ii) In the event that the parties are unable to resolve the claim or controversy, either party may notify the other that the matter shall be submitted to binding arbitration in Akron, Summit County, Ohio in accordance with the applicable provisions of Chapter 2711 of the Ohio Revised Code, excepting that the following terms and conditions will control and supersede and/or supplement the provisions of Chapter 2711:
 - (a) After a party gives notice by personal delivery or certified United States mail to the other, the parties shall select a single arbitrator within 15 days.
 - (b) In the event that the parties cannot agree upon a single arbitrator, they shall each select an arbitrator within five days, and the two arbitrators selected shall select a third.
 - (c) In the event a party fails or refuses to select an arbitrator, the provisions of Ohio Revised Code Section 2711.03 apply.
 - (d) Within 20 days, the parties and arbitrator(s) will meet to establish the rules to be followed in the arbitration, such as procedures, pre-arbitration discovery, the place of the arbitration, time allowed for presentation of each case, the making of a record for the proceedings, subpoena and sanctions powers of the arbitrator(s), confidentiality of the proceedings, arbitrator(s)' fees, the award, appealability and procedures and standards for appeal.
 - (e) The arbitration will be conducted within 60 days of the selection of the arbitrator(s).
 - (f) After the arbitration is concluded, the written decision will be rendered within 30 days.
 - (g) The decision is subject to Sections 2711.08-.12 inclusive, and is subject to appeal pursuant to Section 2711.15 Ohio Revised Code.
 - (h) The fees and expenses of the arbitrator(s) will be paid equally by the parties. Each party will pay its own fees and expenses.
- (iii) In the event of any claim or controversy necessitating dispute resolution, the work of the Architect will continue as time is of the essence, and with respect to any such claim or controversy, the parties will be bound by the determination reached as the result of the dispute resolution procedures.



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FIRST FLOOR PLAN - PROPOSED

1/8" = 1'-0"

