



March 3, 2023

Greg McCue
Civil Engineer IV
Engineering Manager
City of Massillon
151 Lincoln Way East
Massillon, OH, 44646

Structural Services Proposal

24 Lincoln Way East – Phase I Assessment

Mr. McCue:

Thank you for the opportunity to provide you with this proposal for GPD Group's engineering services. This proposal outlines our understanding of the scope of work for which you have requested and the associated fee for that work.

Project Description

Sections of buildings adjacent to 24 Lincoln Way East (LWE) were recently demolished. The demolition of these building sections has exposed the masonry party wall that originally separated 20 and 24 LWE. As part of the demolition process, an Architect/Engineer team was consulted to ensure the stability of 24 LWE. Temporary shoring was installed at all floors to support the west end of the floor and roof framing. Additionally, steel angles were installed to positively connect the east and west wall segments to the floor and roof diaphragms. Additional bracing was installed to connect the south façade to the east and west walls.

An assessment of the in-situ conditions has been requested. We will work with you to evaluate the current condition of the structure and provide specific recommendations along with associated opinion of probable construction cost for the suggested scope.

Phase I Scope of Work

Evaluation

A GPD structural engineer will visit the site to observe the conditions created by the adjacent demolition activities. This will only include observations of select areas of the structure that are visible and not obstructed by architectural finishes. It is not anticipated for the need of any destructive testing of any kind and is therefore not part of our proposal. Should conditions exist for the need of testing, such recommendations for additional testing will be part of the evaluation report.

Report Preparation

We will prepare a written report summarizing the field investigation, identifying observed deficiencies, and providing recommended repair items. The report will document deficiencies and repair needs relative to the structural systems. These recommended repairs are intended to be suggestions which are not fully detailed for construction.

This report will:

- Document deficiencies and repair needs relative to various aspects of the building structure. Reference location of deterioration will be noted.

- Describe repair options.
- Provide Opinion of Probable Construction Cost for options.
- We will prepare a draft report for review and conduct a meeting to review the draft and incorporate comments and input into the final report.

Exclusions/Clarifications

The exterior of the building will be assessed from the ground. At this stage, a hands-on assessment of the entire exterior is not anticipated to be required. If it is determined by the City of Massillon or GPD Group that a hands-on assessment of the exterior will be required, an additional fee proposal will be prepared for this scope of work. Modifications, expansion, or additions to the existing structure are not considered as part of this proposal.

Deliverables

GPD Group will provide a report of our assessment based on our observations along with recommendations. The assessment will identify any items that, in our opinion, are of structural concern.

We anticipate GPD staff will mobilize within two (2) weeks of the Notice to Proceed (NTP). We will submit our final Assessment Report three (3) weeks after the site visit.

Fees

The fees for the Phase I Assessment are listed below.

Structural Fee:	\$4,600
Miscellaneous Expenses:	Direct reimbursement

Miscellaneous costs associated with travel, report reproduction, etc., will be charged to you at a direct cost with no mark-up.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. All work shall be performed in accordance with the attached GPD Group Standard Terms and Conditions. The Terms and Conditions are considered a part of this proposal and will be incorporated into our agreement by reference. To execute this agreement, please sign and return one copy of this proposal to our office.

We are delighted to be offered the chance to work with you and look forward to hearing from you about this proposal. Please contact me at (330)-572-2184 or via email at celgin@gpdgroup.com with any questions, comments, or clarifications needed regarding our proposal.

Thank you for your consideration of GPD Group.

Respectfully,

GPD Group



Christopher S. Elgin, PE
Project Manager

cc: John Kabak

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group (“GPD”) shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the “Work”) in accordance with the following Terms and Conditions for the party identified as Client (“Client”) in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD’s services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney’s fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as “Work Product”. GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an “Unauthorized Use.” Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney’s costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio. No action or claim whether in tort, contract, or otherwise shall be brought against GPD more than two (2) years after the completion of the applicable portion of Work.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ Name of Firm	
_____ Signor Name	_____ Signature
_____ Title	_____ Date