

01 December 2017
Eight Inc. Proposal
St. Paul's Recreation Center - Feasibility Study

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Prepared for

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SCOPE OF WORK

Eight Inc. is pleased to submit this proposal for Services pertaining to the St. Paul's Recreation Center Feasibility Study.

We propose a collaborative process between key stakeholders that will result in a unified St. Paul's Recreation Center Feasibility Study. We will review the unique constraints and program requests of the St Paul's Recreation Center and generate initial research for the vision as to what a Garden City "Community Center" could be. The objective is that this vision will be used to activate and guide internal teams and vendors towards the successful execution of the new Experience.

Following is a detailed description of these phases, their purpose, key tasks, deliverables, associated timings and fees.

1_ Context Research

Key Tasks: Prepare initial research for the vision of what a "Community Center" could be and how it can positively affect the community
Initial requirements for program and adjacencies

Deliverables: Presentation of research and findings with initial ideas and recommendations

Duration: 3 weeks

2_Planning Analysis and Concept

Key Tasks: Participate in key stakeholder working sessions
Refined vision of what a "Community Center" could be
Refined requirements for program and adjacencies

Deliverables: Refined research and findings

Duration: 4 weeks

3_Refine Preferred Concept

Key Tasks: Participate in key stakeholder working sessions
Assist as required with integrating feedback and refining final project visioning study

Deliverables: Team prepared final project visioning study

Duration: 4 weeks

SCHEDULE OF SERVICES

Design Services will start upon acceptance of this Agreement, and proceed continuously until completion. This schedule does not include delays caused by circumstances outside of the control of the Designer. This schedule assumes reasonable Client response time to all Design issues. Extensions or delays in these timelines not caused by Designer may require Supplemental or Additional services.

1 Context Research	3 Weeks
2 Planning Analysis and Concept	4 Weeks
3 Refine Preferred Concept	4 weeks

FEE SCHEDULE

Fixed fees for the Service Provider, excluding consultant fees and reimbursable expenses, are estimated as follows:

1 Context Research	\$9,000
2 Planning Analysis and Concept	\$3,000
3 Refine Preferred Concept	\$3,000

COMPENSATION

1. **Payment Schedule**
Payments for services rendered shall be invoiced monthly, based on percentage of project phase completion, after an initial payment equalling 20% of the final contract amount, that will be credited to the final invoice. Payments received more than 30 days from the billing date will be assessed interest at 1% per month.

2. **Consultants**
Designer shall retain outside consultants upon approval of Client. Expenses incurred in connection with the Project are to be compensated by Client to Designer on the basis of amounts invoiced to Designer.

Once scope is further defined, Designer may submit proposals from additional consultants for Client's approval. Anticipated consultants may include the following: Code, Structural, Electrical, Lighting and Audio/Visual.

4. **Travel Expenses**
Travel Expenses such as airfare, meals, accommodations, ground transportation, parking and other related expenses shall be reimbursed to Designer on the basis of amounts invoiced to Designer. Flights in excess of four hours shall be business class for Principals.

5. **Supplemental or Additional Services**
Any work beyond that described in the Scope of Design Services shall be considered Supplemental or Additional Services and are not included in the this proposal. Supplemental or Additional Services may be provided if authorized or confirmed in writing by the Client, and shall be billed at the Hourly Rates provided below.

Staff	Hourly Rate
Principal in Charge	\$550
Managing Principal	\$430
Principal	\$350
Studio Director	\$250
Associate Director	\$210
Senior Designer	\$170
Designer	\$150
Junior Designer	\$135

ASSUMPTIONS & EXCLUSIONS

- Client will provide Eight Inc. with all existing documentation for the proposed construction site.
- Client will provide Eight Inc. with all necessary documentation of selected artwork, furnishings and signage
- Client will provide all consultant reports and documentation as requested at no expense to Designer.
- This proposal excludes any mock up fabrication.
- Detailed Site As Built Survey including structural and mechanical analysis by outside consultant provided by Client.
- Preparation of estimates in design phases of the cost of the work is excluded. The initial estimate may be based on area, volume or similar conceptual estimating techniques.
- Site surveys to assure accuracy of the drawings, if required, by others.
- Site visits as necessary to conduct field verification and measurements prior to preparation of "test fits" are excluded.
- Illustration of how the materials, finishes, and furniture relate to the Project budget and are within budgetary constraints is excluded.
- All special inspections and testing, if required, by others.
- Hazardous material abatement, if required, by others.
- Construction Management, if required, by others.
- Archaeological evaluation and archaeological observation during excavation by others, if required.
- Estimates of probable construction costs by others.
- Changes to the Project from Client and/or contractors requiring substantial revisions will be in accordance with the additional services section 6 under Compensation
- Value Engineering Services are currently excluded from the contract, and will be offered as additional services on an hourly basis.
- As built drawings are excluded from this contract, and may be provided as additional services.
- Continuous or detailed observation of construction is excluded from this proposal.
- Preparation of alternate designs for comparative bidding is excluded.
- Redesign resulting from change requests from Client after Design Development sign off will be additional services.
- Designer acknowledges that subject to Client's direction, the individual projects contemplated by this agreement may be done in phases, which will not alter the charges set forth in the agreement. Charges will be applied pro rata to the phased projects.
- This proposal is valid for 30 days from the date of proposal.
- Currency is in United States dollars.

STANDARD TERMS AND CONDITIONS

Clause A. Standard of Performance

Designer's services under this Agreement will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

Clause B. Personal Service Contract

This is a personal service contract and may not be assigned by Designer.

Clause C. Arbitration

Client shall defend, indemnify and hold harmless Designer and its employees to the fullest extent permitted by law, for any loss, claim, damage or liability, which arises from or is in any way connected with the performance of work under this Agreement and shall apply to any acts or omissions, negligent or otherwise, whether active or passive, on the part of Designer, except for the sole negligence or willful misconduct of Designer.

Clause D. Indemnification

Client shall defend, indemnify and hold harmless Designer and its employees to the fullest extent permitted by law, for any loss, claim, damage or liability, which arises from or is in any way connected with the performance of work under this Agreement and shall apply to any acts or omissions, negligent or otherwise, whether active or passive, on the part of Designer, except for the sole negligence or willful misconduct of Designer.

Clause E. Confidential Information

Client shall defend, indemnify and hold harmless Designer and its employees to the fullest extent permitted by law, for any loss, claim, damage or liability, which arises from or is in any way connected with the performance of work under this Agreement and shall apply to any acts or omissions, negligent or otherwise, whether active or passive, on the part of Designer, except for the sole negligence or willful misconduct of Designer.

Clause F. Non-Fiduciary Relationship

The parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status or relationship between them and expressly affirm that they have entered into this Agreement as independent contractors

Clause G. Limitation of Liability

Client agrees that Designer's liability to Client for any claim, cause or damage arising out of or relating to this Agreement, whether in breach or in tort, is limited to the professional fees paid by Client to Designer. Client further agrees to waive any and all liability to Designer to the furthest extent allowed by law, regardless of the theory of liability, for incidental, special, exemplary, punitive, and consequential damages, including, but not limited to, loss of profits or revenue, even if Designer has been advised of the possibility or probability of such damages.

Clause H. Ownership of Deliverables; Intellectual Property.

Any and all plans, maps, designs, specifications, drawings, work product or other deliverables prepared for the Client by Designer (including but not limited to all intellectual property rights therein) shall be the property of the Client upon payment in full for all services rendered by Designer as of the date of delivery. In exchange for the Designer's willingness to transfer ownership of Deliverables to the Client, the Client agrees to defend and indemnify Designer for damages caused by modifications to the Deliverables made by or on behalf of the Client.

Clause I. Waiver

The failure of any party to enforce any of the terms or conditions of this Agreement, unless waived in writing, shall not constitute a waiver of that party's right to enforce each and every term and condition of this Agreement.

Clause J. Publicity

In any editorial usage of the work completed by Designer by virtue of this agreement, Designer shall receive a design credit in accordance with customary industry practice. Designer may attribute Client as a client of Designer and, without further Client approval, reproduce in any Designer promotional or educational materials, including Designer's website, social media, award submissions, or press releases, all final editorial usages, work products, materials or images.

Without further Client approval, Designer may also retain a photographer, videographer or both to document for Designer's own promotional materials, such as and not limited to Designer's website, social media, award submissions or press releases, any final work products, materials or images completed by Designer by virtue of this agreement. Should the Designer retain a photographer, videographer or both, at Designer's own cost, Designer shall have absolute control over such photography and videography, and shall retain any and all intellectual property rights with respect thereto.

Clause K. Preparation of Agreement

The parties hereto acknowledge that they have both participated in the preparation of this Agreement. In the event that any question arises regarding this Agreement's interpretation, the parties expressly acknowledge and agree that no presumption shall be drawn in favor of or against either party with respect to the drafting of this Agreement.

Clause L. Governing Law

This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of New York including New York's arbitration laws, without giving effect to any principles of conflicts of law, and the parties hereto consent to the jurisdiction of the State of New York.

Clause M. Amendments

This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

Clause N. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

Clause O. Termination

This Agreement may be terminated by Client upon fourteen (14) days written notice to Designer. Designer shall be compensated for all services performed prior to date of termination. If the Client fails to make payments to the Designer in accordance with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Designer's option, cause for suspension of performance of services under this agreement. prior negotiations, representations, agreements, covenants, promises and conditions, either verbal or written.

Clause P. Entire Agreement

This Agreement consists of the Proposal and the Standard Terms and Conditions and constitutes and represents the entire and integrated agreement of the parties with respect to the subject matter set forth herein. This Agreement supersedes all prior negotiations, representations, agreements, covenants, promises and conditions, either verbal or written.

Clause Q. Severability

If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute, or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Clause R. Third Party Beneficiaries

Nothing contained 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 Designer. The Designer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Designer because of this Agreement or the performance or nonperformance of services hereunder

Clause S. Non-Solicitation

The employees of Designer and Designer's affiliated entities providing services to Client under this Agreement, as well as the principals and directors of Designer and its affiliated entities, have undergone extensive training and are key employees to Designer and its affiliated entities, having had access to and developed proprietary information and trade secrets belonging to Designer and its affiliated entities. Accordingly, during the Term and for a period of one year after the termination, Client will not directly or indirectly:

(i) solicit, or permit any company, partnership, person, or other entity directly or indirectly owned or controlled by Client to solicit, any employee of Designer or Designer's affiliated entities providing services to Client under this agreement, or any principal or director of Designer or its affiliated entities, to leave the employ of Designer or any affiliated office of Designer, or

(ii) solicit, recruit, hire, retain, or engage for employment or as an independent contractor, or permit any company, partnership, person, or other entity directly or indirectly owned or controlled by Client to solicit, recruit, hire, retain, or engage for employment or as an independent contractor, any person who was employed by Designer or its affiliated entities and provided services to Client directly under this Agreement, or any principal or director of Designer or its affiliated entities, at any time during the Term of this Agreement; provided, that this clause shall not apply to any individual whose employment with Designer or any of Designer's affiliated entities has been terminated for a period of six months or longer.

Clause T. Software

If services in this Agreement includes the development of customized or proprietary software, Designer will provide Client with a license to such proprietary software or customizations. Client will own the media on which the software is recorded, but Designer will retain ownership of such software and all related documentation.

ACCEPTANCE

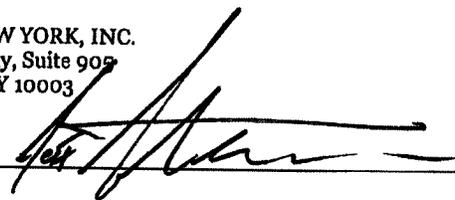
If the scope and fee are agreeable to you, Designer is prepared to begin work based on the schedule outlined in this proposal and upon your return of a signed copy of this letter indicating your acceptance.

This proposal shall become the Letter of Agreement upon acceptance by Client. This Agreement is comprised of, in order of precedence: 1) this Proposal and 2) Standard terms and conditions. Where a portion of one document is amended by another of higher precedence, all applicable unmodified portions shall remain in effect. This Agreement excludes any other services not specifically included above. This Agreement is entered into, effective as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement, and shall be deemed made and executed in New York City.

AGREED:

DESIGNER:

EIGHT - NEW YORK, INC.
853 Broadway, Suite 909
New York, NY 10003

Signature:  _____

Name: JEFF STRASSER

Title: PRINCIPAL

Date Signed: JAN 19TH, 2018

CLIENT:

Village of Garden City

Signature:  _____

Name: Brian C. DeWine

Title: Mayor

Date Signed: January 18, 2018