

THE RILEY LAW FIRM

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June 25, 2018

Kathleen Mack, President, Board of Education
Brecksville-Broadview Heights City School District
6638 Mill Road, Brecksville, OH 44141

Re: Legal Services

Dear Ms Mack:

It was a pleasure to present the combined capabilities of Taft Stettinius & Hollister LLP and The Riley Law Firm to you, the Superintendent of School, the Treasurer and the rest of the Board of Education. While we will perform legal services in an integrated manner, it may be helpful to think of the legal work as three related projects: the real estate work, a share use agreement and project/construction counsel.

Role of Counsel in Real Estate Matters

The real estate work would include:

- Review a title commitment on the property the School District intends to transfer for any restrictions on transfer.
- Review title commitment on the property to be received.
- Review Metroparks easement and restrictions on development.
- Review survey work and legal description.
- Negotiation and documentation of the land swap with the City.
- Coordination with Title Company (if any).
- Drafting of easement agreements (e.g. driveway).
- Review of easement agreements for utilities.
- Recording documents (if no title company is involved).

Role of Counsel Shared Use/Development Agreement

The Shared Use Agreement will begin with a development agreement with the City and will ultimately require the creation of a significant document that allocates responsibilities for construction of the District's School and the City's Field House and the operation of both facilities. It will likely

involve a construction agency agreement and may include easements for parking. All of these items are dependent on the intent of the parties and the design of the building(s).

Role of Project Counsel

The Riley Law Firm frequently assists Districts like yours as Project Counsel. I have been fortunate to work on many of the largest school projects in the State. As project counsel, we assist and often lead

- the Architect contract process;
- The Construction Manager at Risk selection and initial contract process;
- Provide advice on all aspects of the construction project (sole sourcing, building automation standardization among multiple Schools buildings, Master Lock programs etc.) to the administrative team and the Board of Education;
- Negotiation of Guaranteed Maximum Price Amendments to the CMR contract. The trend with CMRs has been to do at least two per School (early site and balance of the School);
- Assist in the retention of commissioning agent and maintenance plan advisor;
- Active involvement through the subcontractor selection and retention process;
- Advise on the use of Allowances to manage construction risks;
- Allocation of bid day savings and alternate selection timing;
- Assist in the resolution of disputes that arise during construction (short of litigation);
- Drafting all Board of Education resolutions relating to the above;
- Attend Board of Education meetings to advise on construction issues;
- Assist with other governmental bodies with jurisdiction over the project;
- Assist Bond Counsel on spend down expectations;
- Review financial projections and budgets;
- Attend monthly core team meetings regarding the project to provide advice and counsel.

In performing our services as Special Counsel, the Board of Education is our client and we will represent its interests. The Superintendent of Schools will be our main point of contact and we will take direction from her and other members of your administrative team as the representatives of the Board of Education. The Riley Law Firm is not representing the City, the architect or any other individual or firm involved in the Project.

Project Counsel Fee Quotations

We will bill lump sum bases of \$15,000 for the real estate work, \$25,000 for the Shared use Agreement and \$50,000 for the construction counsel work. We do not anticipate any reimbursable expenses in excess of that fee. However if there are delivery costs or copy charges (in excess of 100 pages), we will charge rates consistent with IRS mileage rate or our costs without mark up. We anticipate billing on a monthly basis.

Closing

If the foregoing terms of this engagement are acceptable to you, please indicate by returning a copy of this letter signed by you, retaining the original for your files or requesting that I draft a resolutions for the Board's consideration. We look forward to working with you.

The Riley Law Firm, LLP

By: _____
David J. Riley

By: _____

Title: Treasurer

Date: _____