

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5045

**A RESOLUTION ACCEPTING THE PROPOSAL
OF THENDESIGN ARCHITECTURE FOR
PROFESSIONAL DESIGN SERVICES FOR THE
BLOSSOM HILL SCHOOL WINDOW REPLACEMENT
PROJECT; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The proposal of THENDESIGN Architecture for Professional Design Services for the Blossom Hill School Window Replacement Project in an amount not to exceed four thousand, two hundred dollars (\$4,200.00) plus reimbursable expenses, as set forth in their proposal dated February 26, 2020, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for professional design services, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: March 17, 2020

APPROVED: March 17, 2020


MAYOR


CLERK OF COUNCIL

EXHIBIT "A"



Professional Design Services Proposal for: City of Brecksville Blossom Hill School – Window Replacement

Located at: 4450 Oakes Rd # 7, Brecksville, OH 44141

Prepared for: Ron Weidig, Service Director

February 26, 2020

Proposal for Professional Design Services

Date:	February 26, 2020
Project:	20034 - Blossom Hill School - Window Replacement
Client:	Ron Weidig, Service Director
Owner:	City of Brecksville

Project Description

Provide architecture and environmental engineering services for the demolition and replacement of 40 existing exterior windows at the Blossom Hill School including aluminum storefront systems, glass, and insulated panels.

Scope Of Services

Design, and Code Research

1. Prepare design layouts, details, etc. for review and approval.
2. Review of and compliance with the Ohio Building Code and other applicable codes including local ordinances.
3. Finalize design layouts, details, etc.
4. Prepare conceptual documents to explain design.

Construction Documents

1. Provide architectural and engineering drawings to include plans, elevations, details, notes, schedules, etc. as required for construction.
2. Provide technical specifications for project.
3. Review construction documents.
4. Assist in completing building permit applications and submit documents for plan review and permit.
5. Complete revisions as requested.
6. Coordinate with other consultants during design and construction documentation.

Bidding

1. Answer bidder questions and issue addenda.
2. Review contractor bids.
3. Assist in the development of a construction schedule

Construction Period Services

1. Complete all construction document revisions and respond to comments as requested by code enforcement officials.
2. Review shop drawings.
3. Site visits and observations.
4. Respond to RFI's.
5. Issue bulletins.
6. Perform punch lists.

Proposal for Professional Design Services

Work Excluded From Our Scope of Services

1. All costs associated with building, zoning, signage or environmental permits and approvals.
2. Hazardous materials analysis, removal or environmental assessments or any work to obtain environmental approvals.

Schedule

Services will begin immediately upon approval of this proposal.

Fee Structure / Billing Schedule

Based off an anticipated construction budget of \$60,000, we propose to complete the aforementioned services for a total fee of:

\$4,200
(Four thousand two hundred dollars)

Payments shall be made to: ThenDesign Architecture, 4135 Erie Street, Willoughby, OH 44094.
For any billing questions, please contact Rosemary Brazauskas at 440.269.2266.

Reimbursable Expenses

Reimbursable expenses will be billed at 1.0 times cost and shall include:

- a. Plotting services
- b. Xerox copies
- c. Postage and handling

We thank you for the opportunity to submit this proposal for your consideration. Should this meet your approval, indicate your acceptance by signing below and returning one copy to our office.

Respectfully submitted,

Ryan Schmit, RA, LEED AP, NCARB | ThenDesign Architecture

Accepted By: _____

Print Name & Title: Jerry N. Hruby, Mayor

Date: _____

cc:

Proposal for Professional Design Services

Terms & Conditions

ThenDesign Architecture, Ltd. (ThenDesign) shall perform the services in accordance with the standards of professional design services and as outlined in this agreement for the stated fee structure. This agreement may be terminated within 10 days written notice by either Party should the other fail to perform its obligations hereunder.

1. Should the project be terminated, payments owed will be based on a mutually agreed upon pro-rated fee structure, based upon the percentage of completion of design, construction documents, bidding and observation, at the time of termination. Project shall be considered terminated if work is stopped or put on hold for a period of six months or more. Notice of Termination must be made in writing, and ThenDesign will base the termination date upon the date of receipt of Notice of Termination.
2. If, for any reason an undisputed portion of an invoice is not paid within 30 days of the invoice date, ThenDesign may cease work on the project, and the Client shall waive any claim against ThenDesign Architecture and shall defend and indemnify ThenDesign from and against any claims for injury or loss stemming from ThenDesign's cessation of service. Client shall also pay ThenDesign the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.
3. In the event any bill or portion thereof is disputed by Client, Client shall notify ThenDesign within ten days of receipt of the bill in question, and Client and tda shall work together to resolve the matter within 60 days of its being called to ThenDesign's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated above.
4. If, due to ThenDesign's error, any required item or component of the project is omitted from ThenDesign's construction documents, ThenDesign shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project and/or adds value or betterment to the project. In no event, will ThenDesign Architecture be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
5. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ThenDesign's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes shall not exceed the total of ThenDesign's fee. Such causes include, but are not limited to, ThenDesign's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
6. The Client shall indemnify and hold harmless ThenDesign and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, its employees or other parties the Client contracts for this project.
7. A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If ThenDesign has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all cost necessary to correct said conditions. If (1) the Client fails to authorize such investigation or correction after due notification or (2) ThenDesign had no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ThenDesign shall not be responsible for the existing condition nor any resulting damages to persons or property.
8. Should any construction period services be deleted or excluded from this agreement; the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation. The Client waives any and all claims against ThenDesign that may be connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ThenDesign, its principals, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed or field conditions, except for claims arising from the sole negligence or willful misconduct of ThenDesign.
9. Neither Party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement (including but not limited to any fees that are or may be due) without prior written consent of the other party. Subcontracting to subconsultants normally engaged by ThenDesign shall not be considered an assignment for purposes of this Agreement.
10. All documents produced by ThenDesign under this agreement shall be considered instruments of service and shall remain the property of ThenDesign and may not be used by this Client for any other endeavor without the written consent of ThenDesign.
11. This proposal is valid for 30 days after the date listed.
12. Payment on invoices that exceed 30 days will be billed an additional 1.5 percent per month on the unpaid balance.
13. This agreement shall be governed by the laws of the State of Ohio.

Proposal for Professional Design Services

Hourly Fee Schedule

Architecture	Rate Per Hour
Principal	\$ 275.00
Project Manager.....	\$ 180.00
Project Architect	\$ 150.00
Intern Architect	\$ 105.00
Landscape Architect	\$ 100.00
Technician	\$ 80.00
Planning	
Strategic Planner.....	\$ 125.00
Interiors	
Interior Designer	\$ 125.00
Intern Interior Designer	\$ 75.00
Design / Communications	
Graphic Designer	\$ 80.00
Communications Specialist	\$ 85.00
Operations	
Senior Administration	\$ 175.00
Administration	\$ 80.00