

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5090

**A RESOLUTION ACCEPTING THE PROPOSAL
OF DIMIT ARCHITECTS, LLC FOR
ARCHITECTURAL/ENGINEERING,
DESIGN, CONSTRUCTION DOCUMENT,
AND CONSTRUCTION ADMINISTRATION
SERVICES FOR THE BRECKSVILLE
BANDSTAND REPAIR PROJECT;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The proposal of Dimit Architects, LLC for professional architectural/engineering, design, construction document, and construction administration services for the Brecksville Bandstand Repair Project in an amount not to exceed three thousand sixty dollars (\$3,060.00) as set forth in their proposal dated October 9, 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 to commence the project, 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: November 3, 2020

APPROVED: November 3, 2020



MAYOR



CLERK OF COUNCIL

RES 5090

EXHIBIT "A"

DIMITARCHITECTS
architecture + interiors + urban design

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Architectural & Engineering Design Services

October 9, 2020

Mayor Jerry Hruby
Ron Weidig
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141
t. 440-526-4351

Architectural & Engineering Service Proposal:

Project Name: Brecksville Bandstand Repair
DA#: 20-108

Brecksville, Ohio

Dear Ron,

It was great meeting with you for your planned Highland Drive service garage apartment project in Brecksville, Ohio. We are excited about the project and look forward to be a member of your project team. As we discussed, we are pleased to offer the following proposal for architectural and engineering pre-design, design, and construction document, and construction administration services. Please contact me at 216-221-9021 if you have any questions about the phases of services or scope described below, or if you would like to discuss this proposal in further detail. As always, we look forward to working with you on this exciting new project.

Sincerely,
Scott Dimit

Project Understanding-

The project is for the repair of the existing platform of the bandstand structure in the Brecksville, Ohio. We will provide framing and footing plans for the repairs. We will reuse existing footings as much as possible but some new footings are envisioned to be required. The scope of the project is limited to repair the platform around the gazebo structure.

Scope of Services-

Basic Design Services shall include the following phases of activity:

- a) Provide a framing plan and framing details to repair the existing deck platform of the Brecksville band stand structure. Conduct up to 2 field visits during the construction repair phase.

Additional Services-

The following Services *are not* included in the Basic Design Services, and shall be provided only if authorized by the client in writing, and shall be paid for by the Client in addition to the compensation for Basic Design Services. Additional Services will be compensated on an hourly basis or a negotiated lump sum amount. Said amount is to be negotiated between the Client and Dimit Architects, LLC prior to Dimit Architects, LLC undertaking such work.

1. Changes in Project Scope of Work or Project Program when requested by the Client after the Design Development Phases have been completed and approved. Such requests shall be in writing.
2. Fire protection documents shall be not included in this contract, and shall be prepared by the chosen sprinkler contractor if required. Dimit Architects and the consultant team shall coordinate work and provide CAD backgrounds to the chosen sprinkler contractor to facilitate their drawing submittals.
3. Making revisions in Drawings, Specifications, or other Documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of the Architect.
4. Providing or preparing planning surveys, site selection evaluations, environmental studies, financial feasibility, or other special studies not within the accepted norms of Basic Architectural Services for the given building type.
5. Providing on-site or extended representation during the Construction Administration Phase of the project.
6. Providing services of Special Consultants required by the Client.
7. Civil Engineering and Landscape design services are by owner

Ownership of Documents-

Documents produced under the terms of this contract remain the property of Dimit Architects, LLC, and Dimit Architects, LLC will retain ownership of all "copyrights" to these documents. These documents are for this project only, and cannot be used for any other project without expressed written authorization by Dimit Architects, LLC. The client hereby agrees to indemnify, defend, and hold Dimit Architects, LLC harmless for any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees and insurance deductibles arising out of the reuse of the documents without the Architect's prior written consent by or with the authorization of the Client. Further, the Client hereby waives all subrogation rights against Dimit Architects, LLC from all losses and damages including attorney's fees and insurance deductibles in all such cases resulting from unauthorized re-use of the documents for this project.

Limitation of Liability-

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional liability to the Client, for any and all damages or claim expenses, including attorney's fees, arising out of this agreement, from any and all causes, to the total amount of (USD\$1000.00), and in no case nor for any cause exceed the established amounts of insurance coverage carried currently by the A&E consultant team.

9. Architectural and Engineering Service Fees-

Dimit Architects, LLC shall be compensated for Architectural and Engineering services outlined in the scope above on an hourly not to exceed basis of (USD \$3,060.00) with the payment schedule and amounts as indicated below:

Architectural Fee		
Construction Documents- 10 hours @ 120 per hour		\$ 1,200.00
Construction Administration- 3 hours @ 120 per hour		\$ 360.00
Totals:	(100%)	\$ 1,500.00
Architectural-Dimit		\$ 1,560.00
Structural- Ebersole – 10 hours @ \$150.00 per hour		\$ 1,500.00
Civil and Landscaping – not required		-
Totals		\$ 3060.00

In addition to our Compensation, we will be reimbursed at cost for all Project-related expenses incurred by Dimit Architects, LLC in the performance of our Basic Design Services. Project-related reimbursable expenses include the following: transportation and living expenses in connection with out-of-town travel; reproduction of documents; photography; facsimile and long-distance communications; shipping, postage, messenger or courier service charges; supplies and materials; renderings; scale models; off-hour expenses; and fees and expenses of any owner-approved Special Consultants retained by Dimit Architects, LLC. For this project, expenses will most likely be limited to printing and drawing reproduction expenses billed at cost from SE Blueprint, or alternately, we will print drawings in-house at a rate approximately equal to that of SE Blueprint.

Payment shall be due within fifteen (15) days after the date of our invoice. The Client will have five (5) days from receipt of invoice to review the invoice for accuracy. After five (5) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 1.5% over the prime interest rate, as published by the Wall Street Journal and effective on the due date of the invoice, shall accrue on any unpaid balance not received sixty (60) days following verified receipt of an invoice. For any invoice outstanding for more than sixty (60) days from the date of invoice, we must, regrettably, retain the option to suspend all work under this Agreement until the account is brought current.

Schedule:

We can begin work on this project by upon the acceptance of this architectural service agreement. Receipt of a signed copy of this proposal shall serve as authorization to begin work. An AIA B-101 or similar mutually approved contract shall adopt the terms of this agreement in whole and shall serve as final agreement. We thank you for your consideration, and we look forward to working with you on this exciting project.

Proposed by:

Accepted by:

Scott Dimit, Architect
Dimit Architects, LLC

date

date