

RESOLUTION NO.: 2012-R14
SPONSOR: MAYOR NORTON
INTRODUCED: JUNE 12, 2012 **ASSIGNED TO:** ~~FINANCE~~

A RESOLUTION APPROVING AN AGREEMENT WITH BRANDSTETTER CARROLL INCORPORATED FOR ARCHITECTURAL SERVICES FOR PARK RESTROOM FACILITES, MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City has investigated the desirability and need to construct new and expanded restroom facilities at Boettler Park and Greensburg Park; and

WHEREAS, the City's Administrations desires to proceed with the planning and construction of new restrooms facilities at Boettler Park and Greensburg Park; and

WHEREAS, it is necessary to hire an Architectural and Engineering Firm for design, preparation and construction documents and administration during construction; and

WHEREAS, the City sought proposals from several Firms; and

WHEREAS, the City desires to enter into contract with Brandstetter Carroll, Inc., to provide architectural and engineering services for the design, preparation of construction documents and administration during construction for the expansion of restroom facilities at Boettler Park and Greensburg Park.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO, THAT:

SECTION ONE:

Green City Council authorizes the administration enter into a contract with Brandstetter Carroll, Inc., for the purpose of providing architectural and engineering services for design, preparation of construction documents and administration during construction for the construction and expansion of restroom facilities at Boettler Park and Greensburg Park. (A copy of the Agreement between the City of Green and Brandstetter Carroll, Inc. is attached as Exhibit A.)

SECTION TWO:

Green City Council further authorizes the appropriation of Forty-Five Thousand Dollars (\$45,000.00) from the Parks Capital Fund to the Park Restroom Architectural Services Fund (402-6000-53635) for the services provided by Brandstetter Carroll, Inc.

SECTION THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting of this Council and any deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: June 26, 2012

Molly McKeller
~~Molly Stevens, Clerk~~
Shelly Kellner, Acting Clerk

[Signature]
Joel Reed, Council President

APPROVED: June 26, 2012

[Signature]
Richard G. Norton, Mayor

COPIED
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: June 26, 2012

ON ROLL CALL: Colopy ABSENT France yes Humphrey yes Knodel yes
Neugebauer yes Reed yes Summerville yes

Adopted 6-0

Suburbanite publication on July 1 and July 8

Molly McKeller
~~Molly Stevens, Clerk~~
Shelly Kellner, Acting Clerk

5/29/2012 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature] 5/29/12

CONSULTANT AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

This Agreement is made effective this ____ day of _____, 2012, between the City of Green ("Green"), P.O. Box 278, Green, Ohio 44232-0278 and Brandstetter Carroll, Inc., ("BCI"), whose address is 1220 West 6th Street, Suite 300, Cleveland, Ohio 44113.

1. **Agreement.** Green desires to obtain the services of BCI to provide architectural and engineering services for the design of, the preparation of construction documents for, and the contract administration for the construction of new and or expanded restroom facilities at Boettler Park and Greensburg Park. BCI desires to provide architectural and engineering services to the City of Green.

2. **Services.** BCI shall provide services to Green as set forth in Exhibit "A."

3. **Compensation.** In consideration for the services to be rendered by BCI, Green shall compensate BCI Five Thousand Dollars (\$5000.00) for Phase I of the Project as described in Exhibit "A." Green further agrees to compensate BCI an additional amount equal to eight percent (8%) of the approved estimated construction cost for the Project which is estimated to cost \$350,000.00 to \$500,000.00. Green further agrees to pay for all out of pocket expenses occurred by BCI providing their services including document reproduction for bidding and permits submission, postage and shipping, and travel expenses.

4. **Term.** The Term of this Agreement shall commence effective the date it is approved by City Council. The services are project-based and are temporary in nature. Green and BCI contemplate that BCI will provide services during calendar years 2012 and 2013.

5. **Independent Contractor.** Green and BCI agree that BCI is providing services as an independent contractor/consultant to Green. Both parties further stipulate that BCI is not and will not be considered an employee of the City of Green for federal or state tax purposes.

6. **Confidentiality.** Green and BCI acknowledge that Green is a governmental entity, subject to the Sunshine and Public Records Laws of the State of Ohio. To the extent that Green has any confidential information that need not be disclosed pursuant to applicable law, BCI agrees, warrants and represents that all such confidential and/or proprietary information will be held in confidence and BCI will not at any time during his engagement with Green use, quote, disclose, disseminate or publish, directly or indirectly, in any manner, any confidential and/or proprietary information without the prior written consent of Mayor Norton.

7. **Intellectual Property Rights.** All rights, title and interest in any intellectual property (conceived either individually or jointly), including any inventions whether patentable or not, trademark or copyrights which arise out of performance under this Agreement are "works made for hire" as defined under U.S. copyright law.

8. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no other Agreement, statement or promise related to the subject matter of this Agreement that is not contained within this Agreement shall be valid or binding.

9. Assignment. This Agreement and the duties and obligations provided pursuant to this Agreement shall not be assigned by BCI.

10. Applicable Law. This Agreement shall be governed by the laws of the State of Ohio.

11. Amendment. This Agreement may only be amended by a writing executed by both parties.

12. Legal Construction. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be considered as if the invalid, illegal or unenforceable provision was not part of the Agreement.

13. Notice. Any notice to be provided under this Agreement shall be sent to the parties as follows.

City of Green
c/o Mayor Richard Norton
P.O. Box 278
Green, Ohio 44232-0278

Brandstetter Carroll, Inc.
ATTN: Richard T. Parker
1220 W. 6th Street, Suite 300
Cleveland, Ohio 44113

IN WITNESS WHEREOF, the parties have executed this Agreement.

The City of Green

Brandstetter Carroll, Inc.

By its Mayor, Richard G. Norton

By its Richard T. Parker

Approved As To Form:

Federal Tax I.D. No. _____

Stephen J. Pruneski, its Law Director

or _____

Exhibit A



Brandstetter Carroll Inc.
ARCHITECTS ENGINEERS PLANNERS

1220 West Sixth Street, Suite 300
Cleveland, Ohio 44113
P: 216.241.4480 F: 216.736-7155

May 21, 2012

Mr. Randall A. Monteith, P.E.
Director of Public Service
City of Green
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

Subject: Proposal for Architectural Services for Park Restroom Facilities

Dear Randall:

Brandstetter Carroll Inc. (BCI) is most pleased to present this Letter of Proposal for Professional Services to the City of Green, Ohio (the Owner) for the proposed new and/or expanded restroom facilities for Boettler Park and Greensburg Park. We will provide Architectural and Engineering services for design, preparation of construction documents, and administration during construction for this project. Outlined below are detailed descriptions of the project, **Architect's Scope of Services, compensation, and Owner's responsibilities** for and during the project.

PROJECT DESCRIPTION

The City of Green, Ohio has identified the need to expand restroom facilities at Boettler Park and Greensburg Park. The two facilities should be designed based on the previous two BCI restroom projects for the city and as adapted to ensure Architectural compatibility with the existing structures at both parks. At both parks the locations of the expanded or new facilities must be determined. Design considerations may include: distances from activity areas to the restroom, proximity to existing utilities infrastructure, and possibility of existing facility expansion.

ARCHITECT'S SCOPE OF WORK

BCI shall provide the following services for the project, including normal architectural, structural, mechanical, electrical and site/civil design and engineering services. Services shall be performed in a manner consistent with professional skill and care for similar projects.

The services are proposed in two phases. Phase I shall be Concept Design Alternates. This phase of work is recommended to facilitate evaluations of alternative development concepts at both parks. At minimum, the alternatives will include considerations of expansion and renovations, or new independent structures for both sites. In addition, at Greenburg there may be a requirement to consider alternative sanitary sewer connections.

Phase II shall include completion of traditional Architecture and Engineering services based on selection of a preferred development alternative for each site.

PHASE I

Concept Design Alternatives

- Document the Owner's design program.
- Develop base site and floor plan drawings as required for each site.
- Visit the sites to visually document relevant existing conditions.
- Develop concept diagrams for each site – floor and site plans.
- Develop Order of Magnitude costs estimates for options.
- Facilitate two work sessions with Owner.

PHASE II

Schematic Design

- Based on selected concept options, prepare schematic design drawings for review. Drawings include: site plans, floor plans, building elevations, and building sections.
- Develop Order of Magnitude Costs estimate for each option.
- Facilitate up to three review meetings with Owner.
- Integrate design modifications and develop final Schematic Design solution.
- Prepare Schematic Design drawing package for Owners use and approval.

Design Development

- Based on the approved Schematic Design, prepare Design development documents to consist of drawings and Outline Specifications.
- Develop preliminary descriptions and/or specifications for mechanical, electrical, plumbing and structural systems.
- Update costs estimate.
- Recommend typical building materials and equipment.
- Facilitate a review and approval work session.

Construction Documents

- Based on the approved Design Development documents, prepare Construction Documents to define the scope and intent of the project.
- The Documents will include necessary mechanical, electrical, plumbing, site, civil engineering and landscape design.
- The Documents will include written specifications, project manual and drawings suitable for government agency permit application and review.
- Upon approval by the Owner, the Construction Documents will be submitted to government agencies for review. (Note: Final approved permits are usually paid for and outlined by the construction firm(s).

Bidding Phase

(Assumes the projects at both sites will be bid together)

- Bid documents will be prepared and coordinated for distribution.
- Owner requirements for bidding and construction procedures will be integrated into the final documents.
- Prepare and issue information and clarification Addenda as necessary.
- Tabulate contractor bid proposals and review with Owner to determine best bid.
- In general, the Architect's services will be delivered in accordance with provisions of the American Institute of Architects Standard Form of Agreement B101-2007. The following brief descriptions emphasize some of the key service and deliverable elements of the standard agreement.

Construction Phase (Administration of the Construction Contract).

(Assumes the projects at both sites will be bid together)

- Participate in a project kick-off meeting with Contractor(s) and Owner representatives.
- Attend Owner-Architect-Contractor construction meetings at the project site on a bi-weekly basis.
- Periodically visit the construction in progress as appropriate.
- Receive and process contractor Requests for Information.
- Receive and process Change Order Requests.
- Review and approve contractor Payment Applications.
- Participate in project walk-thru upon notification by the Contractor(s) of Substantial Completion to establish the Architect's list of construction deficiencies and corrections.
- Coordinate Architect's responsibilities for construction close-out.

OWNER'S RESPONSIBILITIES

The City of Green (the Owner) shall provide (to the best of its ability), full information about the objectives, schedule, constraints, and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. City of Green staff shall be designated to represent the city in all matters and decisions relative to this project. No changes, additions, or deletions to the scope of work of construction or materials shall be made without the approvals of both parties. The Owner shall furnish copies of available land survey and geotechnical investigation and analysis engineering relative to the project site.

COMPENSATION AND PAYMENTS TO THE ARCHITECT

Compensation shall be as described in the schedule below.

Phase I \$ 5,000.00

Phase II A fixed fee based on approximately 8% of approved estimated construction costs as developed in Phase I. (Based on preliminary information and known alternative planning options, the project costs could range from \$350,000.00 to \$500,000.00. However, the Phase I work will result in a more definitive budget.)

Reimbursable expenses shall be invoiced at direct cost and include document reproduction for bidding and permit submissions, postage and shipping, and travel expenses.

We sincerely appreciate this opportunity to present this proposal. If this proposal is accepted in principle, a standard American Institute of Architects Agreement will be prepared for approval and execution. Please contact me with any questions at your convenience.

Respectfully submitted,
Brandstetter Carroll Inc.



Richard T. Parker, AIA, LEEDap
Principal

cc: Michael Elkins