

ORDINANCE NO. 55-2017

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE PROVISION OF ENGINEERING SERVICES FOR THE CONSTRUCTION OF A BUILDING FOR THE MAINTENANCE DEPARTMENT OF THE VILLAGE OF LOUDONVILLE

WHEREAS, the Council of the Village of Loudonville desires to enter into an agreement for engineering services for certain improvements in the Village of Loudonville; and

WHEREAS, the Village of Loudonville has complied with all necessary and required steps in selecting an engineer for such services; and

WHEREAS, Reel Engineering, LLC has been selected pursuant to Ohio law and has agreed to carry out the required services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:

SECTION 1: That the Village Administrator of the Village of Loudonville is hereby authorized and directed to enter into a contract with Reel Engineering, LLC pursuant to the terms attached hereto as Exhibit A and made part hereof by reference.

SECTION 2: That this Ordinance shall take effect and be in force at the earliest date allowed by law.

Passed: _____

Stephen Stricklen, Mayor

ATTEST:

Elaine Van Horn, Fiscal Officer

Thom Gilman, Solicitor

December 6, 2017

To: Curt Young

EXHIBIT A

Re: Agreement for architectural services:
New Storage Building
Village of Loudonville
Wally Road
Loudonville, Ohio 44842

We are pleased to offer this architectural services proposal for a new 68'x 104'x 16' tall (7,072 SF) single story moderate hazard storage building located on Wally Road in the Village of Loudonville, Ohio. The building will have a finished unisex restroom, office, and a utility room. This project will require prevailing wages. Estimated cost of construction is \$350,000. The structure will be a pole structure with pre-engineered wood roof trusses with metal roofing on wood purlins. A fire wall will be required to avoid fire suppression. The building posts will set on continuous concrete foundation walls and spread footings. The building will be insulated and it will require heating, ventilation, plumbing and electric.

Assumptions to be verified:

- Building and site will not require engineering for (or interfere with) utilities.
- We assume that there will be no hazardous materials exceeding exempted amount per OBC 307.
- We assume that no special ventilation will be required for any stored items..
- Setback variances or easements will not be required or will be secured by Owner.

PHASE 1 – ZONING / SITE DEVELOPMENT / STORM WATER MANAGEMENT PLANS may be required by local entity. We understand that the Owner is currently securing zoning requirements and certificate for this project, and that this project is within the flood plain. Site development includes; Utilities beyond 5' of the building; Grading Plan: Storm drainage plans. Storm water management and sediment control. The site plan used for the building permit may be adequate for zoning. Flood plain requirements, topography and finish floor grade elevation will be established by others.

Site development/storm water management service fee as described above in PHASE 1 shall be \$150/hour as directed by Owner on an as-needed basis.

PHASE 2 – BUILDING PERMIT AND BID DOCUMENTS will be prepared sufficiently to obtain building related permits and secure public bids. Drawings necessary will include:

- Site Plan. The location of existing buildings, property line(s), boundary survey, easements, utilities and other significant structures are required. Locations to be provided to Reel/Maurer by others.
- Foundation Plan, Details. Design will be based on assumed soil bearing of 1500 psf verified by others.
- Floor plan, Door/Window/Room Finish Schedules.
- Exterior Elevations.
- Typical Wall and Building Sections, Details.
- Roof Framing Plan and notes.

- Plumbing Plan, Details, Schedule, Isometric.
- Mechanical Plan, Details, Schedule.
- Electrical Lighting and Power Plan with a new or upgraded electrical service.
- Specifications
- Energy Compliance Report

Building plans to be submitted to Richland Co Building department for building permit walk-thru. Two sets of permit plans will be supplied on 24" x 36" sheets. Additional copies are by others. Drawings will be prepared in ACAD format. Drawings are currently partially completed. Our estimation and assumption is that schematic design and design development are complete, and construction drawings have been started.

Construction Drawings and Documents fee as described above in PHASE 2 is \$8,000.00.

PHASE 3 - BIDDING AND CONTRACTS: Once Construction Drawings and Bid Documents are completed and approved, bid offers shall be secured and reviewed. Assuming the successful contractor is acceptable and within 10% of probable construction cost projection, contract shall be awarded and written.

The Bidding Service fee as described above in PHASE 3 is \$1,500.00.

PHASE 4 – CONSTRUCTION ADMINISTRATION AND SUPERVISION is recommended due to the potential for misinterpretation of the construction drawings and to verify that the contractor is properly fulfilling contractual duties as written in the bid documents and the contract. Field inspections and job meetings can be provided on demand, as-needed, or on an agreed upon schedule.

Construction Administration and Supervision fee as described above in PHASE 4 is \$3,000.00.

All or some of the Phases can be commissioned.

The following items are not included but can be included as additional services at an hourly rate:

Excessive design changes; Permit fees (estimated to be approximately \$3,200); Engineer truss plans or stamp; Structural modification plans; Interior design, furniture, fixture or equipment layouts; EPA assessment applications or permits. Appealing objectionable plans examiner requirements; Soil Boring or material testing, Special Inspections (As per OBC Chapter 17), Engineering for construction changes.

Special conditions: None

See Attachment; Terms and Conditions.

Proposal prepared by;

Brad Maurer, Architect
Reel Engineering LLC
1275 Hathaway Rd
Bellville, OH 44813
419-886-4144 (office)

ATTACHMENT: TERMS AND CONDITIONS

Fee/Billings/Payments

Per separate agreement with Contractor. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Hidden Conditions *(Optional, use if existing structure or project)*

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional 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. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has not reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Design Professional shall have no responsibility.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DESIGN PROFESSIONAL and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing 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 Design Professional.

Limitation of Liability

The liability shall be limited to the insured amount, which is currently set at \$1,000,000.00.

Accepted by: _____ Date: _____