

ORDINANCE NO.	<u>2024- 29</u>	FIRST READING	<u>March 25, 2024</u>
		SECOND READING	<u>March 28, 2024</u>
INTRODUCED BY:	<u>Ruth Cavanagh</u>	THIRD READING	<u>Waived</u>

ORDINANCE APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ANN M. DUNNING, A.I.A., INC. IN AN AMOUNT NOT TO EXCEED \$6,000.00 FOR DESIGN PROPOSALS TO CONSTRUCT AND/OR INSTALL THE VILLAGE PARK BATHROOM, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to obtain and review architectural designs for the construction or installation of the Village Park bathroom;

WHEREAS, Ann M. Dunning, A.I.A., Inc., an architectural corporation, has provided Council with a professional services agreement to provide design proposals for the Village Park bathroom (“Agreement”); and

WHEREAS, Council desires to enter into such Agreement with Ann M. Dunning, A.I.A., Inc.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between the Village of South Russell and Ann M. Dunning, A.I.A., Inc., attached hereto and incorporated herein by reference as **Attachment A**, engaging Ann M. Dunning, A.I.A., Inc. to provide at least two (2) design proposals for the Village Park bathroom, in an amount not to exceed \$6,000.00, is hereby approved.

SECTION 2. The Mayor and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to obtain the design proposals in a timely manner; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



 Mayor - President of Council , PRO TEM

ATTEST:



 Fiscal Officer

I certify that Ordinance No. 2024-29 was duly enacted on the 28th day of MARCH, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

Ann M. Dunning, A.I.A., Inc. Registered Ohio Architect No. 4200

129 Burlington Oval, Chardon, Ohio 44024

Telephone: 440-338-4750 Cell 440-823-0210 Email: anndunning70@gmail.com

JOB NO 010-03-2024

MARCH 5, 2024

Mayor William Koons
Village of South Russell, Ohio
Chagrin Falls, Ohio 44022

Re: Professional Services for Bell Road Toilet Building

Project No. 010-03-2204

Dear Mayor Koons:

Thank you for the opportunity to meet with you and your committee to day to present my concept plans for the design of a Toilet Building that will be located in the northeast corner of the Bell Road Park.

The scope of work for your project includes a single building with a men's and women's single toilet and a utility closet. The building should be compatible with the existing architecture of the picnic pavilion.

The goal is to provide toilet facilities for park visitors, year-round, depending on the ability to heat the building. The location allows connection to the public sewer and electricity. The Village Services Department will be responsible for the connection to the utilities and a new well located nearby.

We have selected Auburn Home Builders Inc, Jim Kusa, as a contractor, who will work with us to estimate the cost of your project. The contractor will provide cost estimates and we will review them so that the design can meet your budget. Our main goal is to provide construction documents that meet the Ohio Residential Building Code and include the best quality that your budget allows. We cannot guarantee the cost of construction but will work with the contractor to design accordingly. Of course, South Russell can request preliminary estimates for the project from other contractors. It is our experience that if you interview contractors in the preliminary phase, you can determine which contractor best suits your criteria for selection. We prefer that you select a contractor in the preliminary phase of our work, so that we can then work together as a team to complete the documents with the information that we all agree on. This will expedite the schedule and save redraw costs by the Architect.

We will develop a time schedule for your project to complete our work efficiently so that construction can start as early this summer as possible. With the approved design and the estimated budget, we will proceed with the construction documents which include detailed drawings of the connection to utilities and site, the structural details, cross sections, and exterior elevations that describe the materials and their combination to clearly depict the work to be done by the contractor and to meet the building codes. They will also include schematic electrical plans and electrical device location.

We will use the estimate proposal provided by your selected contractor as a guide for the details of the construction.

We work with a registered structural engineer to design the foundations, structural framing, and roof design. We feel this is a prudent practice and of value to you to either remove or add on to the existing structure. Isaac Lewin and Associates P.E. is our Structural engineer. We integrate the structural engineering into the architectural work, Lewin's fee reimbursable at the direct cost. We will consult with them through the initial stages of the project, their actual participation is after we have approved design drawings. We do the actual drafting of the structural design recommendations. The fee for structural engineering is hourly at \$170.00 per hour. I estimate that a fee of \$1000.00 for structural engineering. The building design is straight forward, but with the addition of a decorative/structural truss to match the Picnic pavilion the structural design will be required.

It is most important that you have time to review each phase and approve the design before we proceed with the next phase. This process will eliminate costly changes in the construction period.

With the completion of the construction documents, we will submit drawings to South Russell Zoning Commission and the Village of South Russell Building Department for the zoning and the construction permits. The contractor will pay for the permit and the registration fees required by South Russell. You could expect a construction start a week after all the approvals are obtained. And of course, Contractor availability.

We have submitted preliminary drawings for committee review and for Village Council approval to proceed with our work. The preliminary set can be used to obtain the preliminary construction by your selected contractors. We will set a goal of getting the drawings and estimates approved by May 1st. final drawings could be completed by mid-June, knowing that is an aggressive schedule for all the decisions that members of our team need to make. Construction could start mid-July with a completion date of October 1st, 2024.

We request a retainer of \$1000.00 to start our work. The retainer will be applied to our last invoice before submitting for building permit approval.

Construction Documents will be prepared for a fee based on our hourly rate of \$140.00 per hour to a maximum of \$4000.00 for the architectural design and construction documents. The structural engineering fee is reimbursable at direct hourly cost. Should circumstances change or we encounter unexpected issues, we will advise you if an additional fee would be required. Our fee includes meetings, design and computer drafting time.

The fees are based on using the design concept that we developed from the approved Preliminary Plan phase. Should you decide to make major changes in the scope of the project after the approval of the preliminary drawings, the maximum fee and completion date would change, and you would be notified of this change in advance.

Time for construction observation and review of pay requests is not included. We plan weekly field observation visits as the project starts, then occasional visits or at the request of you or the contractor. If additional observation is required by unforeseen circumstances the hourly fee for observation is at the hourly rate of \$140.00. We maintain communication with the contractor and the owner by telephone and email. We assume that you will be on site, which allows you to be familiar with the decisions we need to keep the project on time. We are available by telephone anytime you or the contractor has questions at no charge.

Reimbursable expenses include zoning permits and review fees, scanning and printing costs. Field observation if requested by you or the contractor will be reimbursable at the hourly rate. All submissions for permits will be printed in-house at the cost of \$150.00 for the project; the cost of construction sets of a larger format are reimbursable.

A retainer of \$1000.00 is requested to start the project. If the work is not completed through construction documents, the preliminary fees and the retainer are not refundable. You will be invoiced monthly. Payment is due upon receipt. If payment is not received on a timely basis, work on your project will stop until payment is received. If payment is not received, the architect may, in his sole discretion, terminate this agreement and you will forfeit all payments made to the architect as of the date of termination. You will receive a final invoice before the final drawings are submitted to the building department, payment of which must be received before distribution of the permit documents. We are not a financial institution, do not wait for payment for loan approval or the first payment draw. If you are not current with your payments at the time of final permit issue the architect will not distribute drawings for Construction.

Architect retains ownership of all documents, copies other than those used for construction can be issued upon request. Any disputes between the Owner and the Architect regarding this contract shall be decided by arbitration in accordance with the rules and regulations of the American Arbitration Association. The agreement will be arbitrated in Geauga County; exhibits will be exchanged in advance of arbitration and be arbitrated by a single arbitrator.

If you have any questions regarding this letter, please call immediately. Again, we look forward to working with you.

Sincerely,
Ann m. Dunning, A.I.A., Inc.

Ann M. Dunning, President

Accepted:
Date: 3/28/24 by: Mark Elnick sign one copy
of the contract and return in enclosed stamped envelope

**PRESIDENT OF
COUNSEL, PRO TEM**

