

**RESOLUTION NO. 2017 – 50  
INTRODUCED BY: MAYOR & COUNCIL**

**4038**

**A RESOLUTION AUTHORIZING RSA ARCHITECTS, LLC OF CHAGRIN FALLS, OHIO TO PREPARE PLANS, SPECIFICATIONS AND BIDS FOR ADDITIONS TO THE FIRE STATION AND REQUIRED POLICE STATION RENOVATION AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Chagrin Falls Suburban Volunteer Firemen’s Association (“Suburban”) is in need of additional space for female fire fighter dormitories, equipment, and training facilities; and

**WHEREAS**, the Council for the Village of Chagrin Falls has determined that it should continue the long history of partnering with Suburban to provide adequate Fire Station facilities at the Village Hall in Chagrin Falls; and

**WHEREAS**, Suburban is required to pay for or obtain funding for improvements to the Fire Station and the Village has determined that it should have control over the manner in which the new construction is being performed so that it is done in an appropriate manner for future use of the Fire Station as well as the Police Station; and

**WHEREAS**, the Village and Suburban wish to seek private fundraising to pay for a substantial portion of the new facilities for the Fire Station and required improvements to the Police Station that are mandated by the expansion of the Fire Station; and

**WHEREAS**, the Fire Station improvements will require renovation of the Police Department below the second floor expansion to the Fire Station, based on the extent of the expansion required to serve the needs of Suburban; and

**WHEREAS**, the Village of Chagrin Falls will seek private fundraising to also pay for a portion of the Police Station renovation which is required in order to provide load bearing support for the expansion of the Fire Department facilities on the second floor above the Police Station.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, AND STATE OF OHIO:**

**SECTION 1.** That RSA Architects, LLC is hereby authorized to prepare plans, specifications and advertise for bids for expansion of the Fire Station and renovations to the Police Department required by the expansion of the Fire Station above the Police Station, including renovations to existing space in order to provide load bearing support for the Fire Station’s second floor improvements (collectively the “Project”), for a fee payable to RSA Architects, LLC in an amount not to exceed Seventy two thousand two hundred and fifty dollars (\$72,250.00), based upon services rendered and compensated at the rates set forth in the Agreement attached hereto and made a part hereof as EXHIBIT “A”.

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**SECTION 2.** RSA Architects, LLC, in advertising bids, shall comply with all Village Ordinances and the Ohio Revised Code and submit its recommendation for the lowest and best bid to Village Council for approval and adoption of an Ordinance to authorize the Project to be constructed at the Village Hall, using funding and/or loans obtained by Suburban and through private fundraising.

**SECTION 3.** RSA Architects, LLC is authorized to prepare, publish and circulate the plans and specifications in order to receive competitive bids for the Project in a timely manner.

**SECTION 4.** That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

**SECTION 5.** That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Resolution shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

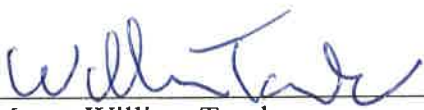
**SECTION 6.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Resolution must be immediately effective so that RSA Architects, LLC can proceed with plans, specifications and then advertise for bids to construct the Project in order to provide needed facilities for Suburban at the Fire Station and to renovate the Police Station as a result of the requirement to provide load bearing support for the Fire Department expansion; this Resolution shall be in full force and effect immediately upon its adoption by at least three-fourths (3/4) of the members of Council and approval by the Mayor.

PASSED: August 14, 2017

  
Karl Maersch, Council President

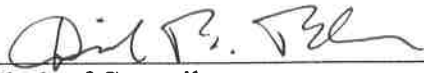
Submitted to the Mayor for  
his approval on this  
15 day of August, 2017

Approved by the Mayor  
August 15, 2017

  
Mayor William Tomko

RESOLUTION NO. 2017- 50  
INTRODUCED BY: MAYOR & COUNCIL

I hereby certify that Resolution No. 2017- 50 was duly enacted on the 14 day of August, 2017, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
Clerk of Council



# EXHIBIT "A"

## PROPOSAL

August 9, 2017

The Village of Chagrin Falls  
333 High Street  
Chagrin Falls, Ohio

Subject: Renovations to the Police and Fire Dept.

We welcome the opportunity to offer the following proposal for Architectural Services for this project. If this proposal is acceptable, please sign and date where indicated below and initial and date on the last page to indicate your acceptance. This proposal is in effect for 30 Days.

### SCOPE

The project consists of the renovations per the attached Schematic Design. If additional information becomes available that requires changes to the proposed scope, we may need to revise this proposal, including compensation, to more properly reflect the required scope of services.

Our work is generally separated in four phases consisting of Schematic Design, Design Development, Construction Documents and Construction Administration as outlined below.

This proposal does not include services for the following items: Geotechnical Engineering, Civil Engineering, Security and Low Voltage systems design and documentation, Landscape design or asbestos, lead paint and radon gas investigation. Structural, mechanical, chemical, air, water pollution, hazardous materials and other field, laboratory and environmental tests inspections and reports required by law or local officials having jurisdiction over the project are not included. This proposal does not include services to prepare design alternates, tenant improvements, interior non-building components, proprietary materials or nonconventional building materials or opinions of probable construction costs and/or services to produce Record Drawings. RSA shall not be responsible for any modifications required/mandated by the subjective design opinions of local, municipal, etc. design review authorities. If services for any of the above items or similar items are added to the project, such services will be additional services to the contract, to be compensated as outlined below.

### PRIMARY SERVICES

We provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. We will assist the Client in determining consulting services required for the Project.

The Architect's services include the following consulting services and coordination with Engineers: (Structural, Electrical, Plumbing, Mechanical (Heating, ventilation and air conditioning systems engineering and design.)

Our work will be phased as follows.

~~**Schematic Design:** We will prepare an initial design scheme that seeks to define the general scope and conceptual design of the project including scale and relationships between building components. At the end of the schematic design phase we will present some rough sketches to you for approval. These sketches will provide you with the opportunity to verify that we have correctly interpreted your desired functional relationships between various activities. The sketches will also provide you with a general indication of the exterior design dialogue. Completed and attached for reference~~

**Design Development:** We will work out in greater detail schematic design decisions including coordinated description of aspects of the design including as required by the project, Architectural, Mechanical, Plumbing, Electrical providing a basis for the preparation of construction documents. At this time we can discuss potential cost savings, energy efficiency, and constructability improvements commonly know as "value engineering". At the end of the design development phase we will provide you with drafted to-scale drawings that will illustrate the project, as it would look when it's constructed. These drawings will very specifically define the site plan, floor plans and exterior elevations. It is important that you provide input to us at this time as the design development drawings are used as the basis for the construction drawings.

**Construction Documents:** Upon your approval of the design development drawings we will prepare construction drawings for the scope of work described herein using software by Autodesk®. We will prepare technical specifications and will incorporate such material specifications directly on the drawings. When the construction drawings are complete you will have sufficient information to secure contractor bids and to submit to authorities having jurisdiction for the required permits. Revisions to the construction documents for any changes requested by you after construction documents are 50% or more complete will be considered an additional service to be compensated as outlined below.

**Permitting:** The Architect will assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Architects services are being engaged. The assistance shall consist of completing and submitting forms and Construction Documents to the appropriate regulatory agencies having jurisdiction over the construction documents and as included in the scope of Basic Services of this Agreement.

This assistance will typically include, attendance at meetings with public authorities including, Architectural Review Board, Planning and Zoning meetings, plan review meetings.

We will make corrections to documents to obtain building permit however we shall not be responsible for any modifications required by the subjective (based on or influenced by personal feelings, tastes, or opinions) design or code opinions of local, municipal, etc. design review authorities. Additional Work mandated by such authorities will be considered Additional Services.

**Construction Administration:** We will provide basic Construction Administration services that consist of review of Contractor shop drawings, submittals and product literature. We will review and respond to questions from the field and Requests for information (known as RFI's) that are related to interpretation of our documents, for items designed by us or governed by Specification Sections prepared by us. In addition to these basic services we recommend Construction Administration services as listed in the attached Terms and Conditions.

#### **CLIENTS RESPONSIBILITIES**

The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Client shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Client's information. The Client shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Client shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Please see the attached Terms and Conditions Statement to be incorporated into this Agreement, please review these Terms and Conditions and notify us if you would like to request any revisions.

#### **COMPENSATION**

Compensation for services described above will be billed hourly not to exceed \$72,250.00. We will itemize and invoice for reimbursable expenses at actual costs, without a multiplier. Reimbursable expenses include reproduction of documents for submittals, progress sets and final sets, courier services, travel expenses including meals, accommodations, parking, etc., development of film photography, et cetera.

Principal	\$150.00/hr.	Technical Support No.1	\$87.00/hr.
Senior Manager	\$120.00/hr.	Technical Support No.2	\$77.00/hr.
Project Manager	\$103.00/hr.	Technical Support No.3	\$67.00/hr.
		Clerical Support	\$43.00/hr.

Additional services, which consist of any services not otherwise included in this proposal, will be provided when authorized by you. It may become necessary for us to perform services in addition to those set forth in Basic Services in order to further the objectives of the Project. Whenever reasonably possible, we will notify you in advance of our intention to perform the particular Additional Service, and your failure to instruct us not to perform the additional service shall be considered your acceptance to the performance of the additional service and agreement to pay for it. Compensation for additional services will be based on our standard hourly billing rates, in effect at the time services are rendered, unless other agreement is arranged in advance.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If this proposal is acceptable, please sign and date below, initial and date on the last page and return one copy for our record. If you have any questions, please do not hesitate to contact us.



Richard E Siegfried A.I.A. NCARB  
RSA Architects, LLC.



Anthony F. Majc A.I.A. NCARB  
RSA Architects, LLC.

Signed:



Date:

8/15/17

ARCHITECTURE      PLANNING      INTERIORS

(440) 247- 3990



[www.rsaarchitects.com](http://www.rsaarchitects.com)

**Terms and Conditions**

RSA Architects LLC (RSA) shall perform the services outlined in this agreement for the stated fee arrangement, subject to the following Terms and Conditions:

**Access to Site**

Unless otherwise stated, the Client or the Client's Client will provide access to the site for activities necessary for the performance of the services. RSA will take reasonable precautions to minimize damage due to these activities, but has not included in the fee, and will not be held liable for, the cost of restoration of any resulting damage.

**Existing Conditions, Hidden Conditions and Hazardous Materials**

In projects requiring investigation and verification of existing conditions and information provided by the Client, there may be conditions concealed from reasonable inspection that differ from available documentation or other information. Notwithstanding anything to the contrary in this Agreement such investigation and verification is not intended to be an exhaustive check or detailed inspection of the existing conditions but rather are to allow RSA, to become generally familiar with the facility in order to render its services. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If RSA 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 due notification, or (2) RSA has no reason to believe that such a condition exists. RSA shall not be responsible for the existing condition nor any resulting damages to persons or property. RSA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. RSA does not warrant existing or hidden conditions and is not responsible for costs or delays resulting from the later discovery of actual conditions.

**Fee**

The Client understands that the total fee is based upon the scope of service outlined in the proposal agreement. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Fees are based upon starting services within 30 days from the date of the proposal, and thereafter continuously pursuing the completion of services, if the project does not begin within 90 days of the date of the proposal, or if services are temporarily suspended at the Client's request or for non-payment of fees (see below), any expenses, fees, claims or delays that result from the suspension of services will be the responsibility of the Client.

**Billings and Payments**

RSA at its option will submit invoices for services and reimbursable expenses either upon completion of the services or on a monthly basis. Client shall pay invoices upon receipt. RSA will apply a service charge of 1.5% per month to the unpaid balance after 30 days. RSA will credit retainers on the final invoice. In the event legal action is necessary to enforce the payment provisions of this agreement, the Client agrees to pay all costs of collection, including attorneys' fees, court costs and expenses incurred by RSA including the value of RSA's time and spent in connection with such collections. RSA reserves the right to withhold services for accounts delinquent net 30 days, or to terminate this agreement, for nonpayment of fees, and shall have no liability for damages arising from such withholding or termination.

**Timeliness and Performance**

RSA will endeavor to perform its services with reasonable diligence and expediency consistent with its standard of care. It is understood and agreed that RSA in rendering professional advice and opinions cannot and does not guarantee its services will be perfect and free from errors or omissions. However, RSA does agree that all services furnished under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily used by persons regularly engaged in providing such services in the State of Ohio. The Client agrees that RSA is not responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes beyond RSA's control, which includes failure of performance by the Client or its consultants of their duties, responsibilities and services. If delays resulting from any such causes increase the cost or time required by RSA to perform its services in an orderly and efficient manner, RSA shall be entitled to an equitable adjustment in schedule and/or compensation.

**Errors and Omissions**

Client and RSA acknowledge that changes may be required because of possible omissions, errors, ambiguities or inconsistencies in the drawings and specifications for the Project. The Client agrees to include a contingency in the Project budget as a contingency reserve to be used, as required, to pay for any increased Project costs during the construction phase due to an omission, error ambiguity, or inconsistency in the drawings and/or specifications. Client further agrees to make no claim by way of direct or third-party action against RSA or any of its sub-consultants with respect to any payment made to Contractors because of such changes or because of any claims made by Contractors relating to such change.

RSA shall provide its design services without additional cost to the Client for errors, ambiguities, inconsistencies, or omissions attributable to RSA or its sub-consultants. This paragraph does not apply to unforeseeable field conditions; to changes requested by Client; or to any other changes caused by conditions beyond the control of RSA or its sub-consultants.

**Indemnifications**

RSA (subject to 'Risk Allocation\* below) and the Client mutually agree, to the fullest extent permitted by law to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from damages, expenses or costs to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, arising out of this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Risk Allocation**

In recognition of the relative risks and benefits of the project to both the Client and RSA, the risks have been allocated such that

the Client agrees, to the fullest extent permitted by law, to limit RSA's total liability to the Client, for any and all injuries, damages, losses, liabilities, claims expenses or costs (Including reasonable attorneys' fees, expert-witness fees and defense costs) of any nature whatsoever from any cause or causes arising out of this agreement, shall not exceed the total amount of the Architect's basic services or \$100,000.00, whichever is greater. This limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **Termination of Services**

Either Party may terminate this agreement upon 7 days written notice should the other fail to perform their obligations hereunder or in the event that the project is permanently abandoned. In the event of termination, the Client shall pay RSA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services.

#### **Betterment**

If, due to RSA's error, any required item or component of the project is omitted from RSA's construction documents, RSA 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 or otherwise adds value or betterment to the project. In no event will RSA be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

#### **Ownership of Instruments of Service**

All Instruments of service, including reports, drawings, specifications, computer files, field data, notes and other documents prepared by RSA under this agreement shall remain the property of RSA. RSA shall retain all common law statutory and other reserved rights. Including the copyright thereto. Such instruments of service may not be used by the Client for any other project without the written consent of RSA. The Architect reserves the right to use plans, elevations, renderings, and photographs of this project for company marketing purposes. Marketing includes but is not limited to real estate statements and real estate on-site signage announcements provided by and installed by the Architect for the duration of the Work.

#### **Dispute Resolution**

Any claim or dispute between the Client and RSA shall be submitted to non-binding mediation rules of the American Arbitration Association in Cleveland, Ohio. No mediation shall include by consolidation or joinder any other person not a party to this agreement unless mutually agreed to in writing by all parties to the agreement.

#### **Electronic Files**

Electronic files of drawings and documents produced by RSA are for this project and use only. Because the Information stored in electronic formats can be modified by other parties, intentionally or otherwise RSA shall not be held responsible or liable for any defects and/or deficiencies that may arise as a consequence of transmitting information in electronic files RSA assumes no responsibility with regard to the transmission or receipt of electronic information, and does not warrant the accuracy or completeness of any information contained within electronic files. RSA does not guarantee that electronic files are free from viruses and the recipient is responsible for and advised to determine if viruses are present within electronic files.

#### **Unauthorized Changes**

Changes to drawings and specifications by the Client, owner, contractors, public officials or any other party without the prior knowledge or written pre-approval of RSA are not permitted. The Client agrees, to the fullest extent permitted by law, to Indemnify and hold RSA harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by unauthorized changes by the Client or any party for whom they are legally liable.

Use of copied drawings from one project on another, translations or adaptations of the work, so-called "derivative works", without the architect's knowledge is prohibited. Reproduction of plans, construction of additional buildings from the same or similar plans, and construction of additional buildings that are the same or substantially similar to the original building, even if the original plans are not utilized is prohibited.

#### **Cost Estimates**

It is recognized that the Architect has no control over the cost of labor, materials, equipment, Contractor's methods of determining bid prices, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any budget or other probable cost or evaluation.

#### **Construction Administration Services**

RSA recommends to the Client and to the owner to retain RSA for construction administration services. If the Client chooses to exclude these services, the Client assumes all responsibility for interpretation of contract documents prepared by RSA and the Client waives any claims against RSA that may be in anyway connected thereto In addition, the Client agrees, to the fullest extent permitted by law, to Indemnify and hold harmless RSA (which collectively Includes Its officers, directors, employees and sub-consultants) against all damages, liabilities claims expenses or costs (including reasonable attorneys' fees, expert-witness fees and defense costs) from any cause or causes 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 field or other conditions, except for claims arising from the sole negligence or willful misconduct of RSA.



When performed, construction observation services will include visits to the construction site however they are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow RSA, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design concept of the contract documents. We will visit the site at intervals appropriate to the stage of construction and document site visits in a Field Observation Report, which will include digital images taken during our visit that we deem appropriate to the report. Construction Administration services may include items as defined by AIA document B201-2007 scope of services as agreed.

Construction Administrations Services beyond those listed under Primary Services will be additional services to the contract, to be compensated hourly or as negotiated.

**Shop Drawing Review**

Shop drawing and submittal review is intended to check for general conformance with the design concept expressed in the construction drawings. Shop drawing review by RSA does not relieve the Contractor of contract requirements. The Contractor is solely responsible for dimensional correctness of shop drawings, including verification of existing conditions. All submittals are to be reviewed and approved by the General Contractor and checked by the fabricator or vendor prior to submittal for review by RSA. It is the Contractor's responsibility to check his own submittals. The submittals will be returned for resubmittal if a cursory review shows major errors which should have been found by the general Contractor's checking. Shop drawings are the Contractor's and Fabricator's work product. The Contractor and Fabricator are solely responsible for any errors in their shop drawings. RSA is not engaged to perform detail checking of the shop drawings nor will be responsible for any errors in or missing materials from the shop drawings.

**Jobsite Safety**

Neither the professional activities of RSA nor the presence of RSA or its employees and sub-consultants at a construction/project site shall relieve any contractor of his obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. RSA shall not supervise, direct or have control over any contractor's work nor have any responsibility for said obligations, duties and responsibilities of the any contractor. RSA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or programs or procedures.

Project: Village of Chagrin Falls Fire and Police dept. renovations

Initials: RES  
RSA

08/09/2017  
Date

Initials: WRF  
Client

8/24/17  
Date