

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5739

**AN ORDINANCE ACCEPTING THE PROPOSAL OF
I.A. LEWIN, P.E. AND ASSOCIATES FOR STRUCTURAL
ENGINEERING SERVICES FOR THE BRECKSVILLE
SERVICE GARAGE FIRE RECONSTRUCTION PROJECT;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The proposal of I.A. Lewin, P.E. and Associates for Structural Engineering Services for the Brecksville Service Garage Fire Reconstruction Project at an hourly rate of one hundred seventy dollars (\$170.00) not to exceed eight thousand, five hundred dollars (\$8,500.00), as set forth in their proposal dated September 24, 2024, 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.

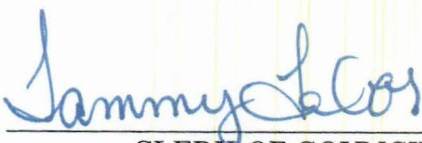
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for construction administration services, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: October 1, 2024

APPROVED: October 1, 2024

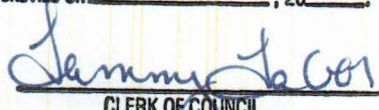


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5739 duly passed by the Council of the City of Brecksville, Ohio, on 10-1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-4, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"



I.A. Lewin, P.E. and Associates
4110 Mayfield Road, Suite B
South Euclid, Ohio 44121
(216) 291-3131 • fax (216) 291-2605
www.lewinandassociates.com

An Agreement for the Provision of Limited Professional Structural Engineering Services

Date: September 24, 2024

For: Joe Kickel

Project Name: Brecksville Service Garage Fire Reconstruction Project
Construction Administration Services

Location: 9023 Brecksville Rd, Brecksville, Ohio 44141

Scope of Project

Construction administration services for the rebuild scope of work on IALPE issued drawings dated September 17, 2024. Services are limited to structural scope of work.

Scope of Services

The Structural Engineer will only provide the following services for this project:

1. Pre-Construction Phase Services
 - a. **(1)** Pre-bid walk through meeting.
 - b. Coordinate Geotechnical Engineering Services
 - 1) Review of contract
 - 2) Coordinate onsite borings and test pit excavations as required
 - 3) Review of geotechnical report.
 - 4) **(1)** meeting onsite
 - c. Assist in reviewing contractor bids for scope of work and provide recommendations and comments
 - d. **(1)** Pre-Construction Kick-Off Meeting
2. Construction Phase Services
 - a. Coordinate Special Inspections including coordination between The City of Brecksville as the contract holder for the Special Inspections and with the General Contractor. The General Contractor is responsible for the ongoing coordination of required inspections directly with the Special Inspections company.

- b. Review construction submittals during construction. This includes review of fabrication drawings and product submittals. Review of these documents is to ensure general conformance with design documents. Contractor will be responsible for any deviations from design documents unless approved in advance in writing by this office.
- c. Review testing services reports.
- d. Respond to Contractor Requests for Information
- e. **(4)** Construction site visits-meetings to observe the progress of construction, assist in resolving any issues due to field conditions, or for Owner Construction meetings. Construction means and methods and sites safety are not the responsibility of this Office. The Contractor is solely responsible for these items. Reports will be prepared and distributed to all parties.
- f. Record drawings of the finished construction will be prepared based on information submitted by the Contractor and field information obtained during site visits. The drawings will only reflect this office's general knowledge of the construction and the information furnished by the Contractor.

4. Additional Services

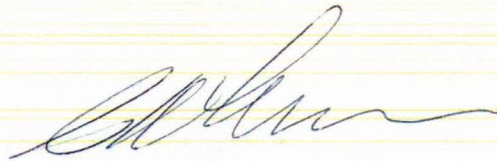
Upon request of the Owner, Client, and/or authorities having jurisdiction, and approved by the Client in a Scope of Services Change form, in advance of providing additional services, the Structural Engineer will provide additional services at hourly rates established or fixed fee to be determined at time of request. This may include, but not limited to, the following:

- a. Services not described in this agreement or cover letter.
- b. Study, design or preparation of alternate structural systems after start of construction documents.
- c. Design of deep or special foundations as recommended by geotechnical report if not already referenced in proposal.
- d. Additional site visits beyond those listed.
- e. Upon substantial completion of construction, visit the site and prepare a punch list of items to be finished or corrected by the contractor prior to acceptance by the Owner. Copy of punch list will be distributed to all parties.
- f. Prepare a record set of "as-built" construction documents for Owner's records. Drawings will be based on information provided by the Project's Contractor. This office will not be liable for accuracy of information provided by Contractor.

FEE BASIS: Hourly @ \$170/hour Not-To-Exceed \$8,500

Offered by
I.A. LEWIN, P.E. AND ASSOCIATES

Accepted by (Client)



Principal

Signature

Print Name and title

Date

The Terms and Conditions attached are part of this agreement

Services will begin upon receipt of a signed contract and an approved schedule.

TERMS AND CONDITIONS

I.A. Lewin, P.E. and Associates (IALPE) shall perform the services in accordance with standards of professional engineering services as outlined in this agreement for the stated fee agreement.

ACCESS TO SITE

Unless otherwise stated, IALPE will have access to the site for activities necessary for the performance of the services; IALPE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

FEE

The lump sum fee, based upon Scope of Services, shall not be exceeded without advance written approval of the Client. Should any dispute arise during performance of this contract, the Client remains obligated to pay for all fees and reimbursable expenses earned for services completed for the project.

BILLING/PAYMENTS

Invoices will be submitted on a monthly basis with reimbursable expenses and are due when rendered. Fees for approved scope of services changes will be issued separately and are due upon receipt. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and IALPE may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Payment of any invoice by the Client to IALPE shall be taken to mean the Client is satisfied with IALPE's services to the date of the payment and is not aware of any deficiencies in those services. If the Client objects to any portion of an invoice, the client shall notify IALPE, in writing, within 15 calendar days of the receipt of the invoice. The Client shall identify in writing the specific cause of the disputed amount and shall pay that portion of the invoice not in dispute in accordance with the other payment terms in this agreement. Any disputed amount that cannot be resolved within ten (10) calendar days of written notice of dispute shall be resolved in accordance with the MEDIATION provision of this Agreement. If the Client fails to make payments when due, IALPE may suspend performance of services upon seven (7) calendar days' notice to the Client. IALPE shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by failure to make payments. Upon payment of past due amounts in full, IALPE shall resume its services with equitable adjustment in schedule to compensate for period of suspension.

HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If IALPE 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 and, if necessary, all costs necessary to correct said conditions. If (1) the Client fails to authorize such investigation or correction after due notification or (2) IALPE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and IALPE shall not be responsible for the existing condition nor any resulting damages to persons or property.

REIMBURSABLE EXPENSES

Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to: transportation, meals and lodging for travel for trips over 50 miles from office; overnight deliveries; courier services; professional services sales taxes; and the cost of reproductions (from prints or electronic files) beyond those normally required for coordination and information purposes. Plots from electronic files of architectural or contractor supplied drawings will be invoiced as a reimbursable expense. The fee includes one (1) final plot of each sealed structural drawing. Any plots requested after sealed drawings are issued or due to changes by the client after sealed drawings are issued will be invoiced as a reimbursable expense. Reimbursable expenses will be invoiced at 1.1 times the direct cost.

RISK ALLOCATIONS

In recognition of the relative risks, rewards and benefits of the project to both the Client and IALPE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, IALPE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of **\$100,000**, or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, IALPE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

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

MEDIATION

In an effort to resolve any conflicts that arise during design, construction, or after completion of the project, the Client and IALPE agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ASSIGNMENT OF CONTRACT

Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement (including but not limited to any fees that are or may be due) without prior written consent of the other party. Subcontracting to subconsultants normally engaged by the Structural Engineer, with prior written consent of the Client, shall not be considered an assignment for purposes of this agreement.

OWNERSHIP DOCUMENTS

All documents produced by IALPE under this agreement shall remain the property of IALPE and may not be used by this Client for any other endeavor without the written consent of IALPE.

PROPOSAL VALIDITY

This proposal is valid for 30 days after the date listed.

BASIS OF AGREEMENT

Other documents attached to this, including but not limited to the following: Agreement for Providing Limited Structural Engineering Services; Terms and Conditions; and Project Scope Description, all form a complete agreement. Any previous verbal or written communication prior to the date of this agreement is not part of this agreement.

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5740

**AN ORDINANCE TO AMEND ORDINANCE NO. 5666,
MAKING APPROPRIATIONS FOR CURRENT
EXPENSES OF THE CITY OF BRECKSVILLE
DURING THE FISCAL YEAR ENDING
DECEMBER 31, 2024, MAKING NECESSARY
APPROPRIATION AND REVENUE ADJUSTMENTS;
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2024.

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

SECTION 1. That the Director of Finance be authorized to increase and decrease appropriations in the General fund.

(10,000.00)	FT Employee	1100105-11020
(21,000.00)	Medical Insurance	1100105-14050
(12,100.00)	FT Employee	1100113-11020
9,000.00	PT Employee	1100120-11030
2,000.00	FT Employee	1100135-11020
7,000.00	Seasonal	1100135-11040
1,400.00	PERS	1100135-13010
(45,000.00)	FT Employee	1100165-11020
(7,000.00)	PERS	1100165-13010
(27,000.00)	Medical Insurance	1100165-14050
(12,000.00)	FT Employee	1100181-11020
(25,000.00)	Seasonal	1100181-11040
(391.50)	Medicare	1100181-12010
(1,680.00)	PERS	1100181-13010
(3,500.00)	PERN	1100181-13030
(64.00)	Life Insurance	1100181-14010
(3,963.00)	Medical Insurance	1100181-14050
(137.00)	Dental Insurance	1100181-14060
(10,000.00)	FT Employee	1100270-11020
(10,000.00)	Seasonal	1100270-11040
(145.00)	Medicare	1100270-12010
(1,400.00)	PERS	1100270-13010
(1,400.00)	PERN	1100270-13030
(2,000.00)	Medical Insurance	1100270-14050
5,000.00	Medical Insurance	1100320-14050
28,000.00	Seasonal	1100330-11040
136,000.00	FT Employee	1100410-11020
21,000.00	PERS	1100410-13010
15,000.00	Taxable Fringes	1100410-14020
50,000.00	Medical Insurance	1100410-14050
2,000.00	Dental Insurance	1100410-14060
15,000.00	FT Employee	1100420-11020
22,000.00	Seasonal	1100420-11040
5,800.00	PERS	1100420-13010
3,000.00	Taxable Fringes	1100420-14020
(40,000.00)	FT Employee	1100440-11020
(5,000.00)	Overtime	1100440-11060
(7,000.00)	PERS	1100440-13010

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5740

(1,680.00)	Taxable Fringes	1100440-14020
(30,000.00)	Medical Insurance	1100440-14050
35,000.00	FT Employee	1100510-11020
5,400.00	PERS	1100510-13010
30,000.00	FT Employee	1100610-11020
4,700.00	PERS	1100610-13010
17,000.00	Medical Insurance	1100610-14050
6,000.00	FT Employee	1100621-11020
(20,000.00)	FT Employee	1100622-11020
(3,000.00)	PERS	1100622-13010
(15,000.00)	Medical Insurance	1100622-14050
6,000.00	FT Employee	1100630-11020
19,300.00	Building Improvements	C1100150-32020

SECTION 2. That the Director of Finance be authorized to increase and decrease appropriations in the Community Center fund.

10,500.00	FT Employee	2400710-11020
8,500.00	PT Employee	2400710-11030
20,600.00	Seasonal	2400710-11040
(2,629.00)	Accumulation of Sick Leave	2400710-11090
500.00	Medicare	2400710-12010
1,100.00	PERS	2400710-13010
4,402.00	PERN	2400710-13030
1,000.00	Taxable Fringes	2400710-14020
(9,000.00)	Medical Insurance	2400710-14050
(9,600.00)	Seasonal	2400714-11040
(40.00)	Overtime	2400714-11060
(1,300.00)	Medicare	2400714-12010
(1,300.00)	PERN	2400714-13030
46,000.00	Seasonal	2400720-11040
7,000.00	PERN	2400720-13030
(35,000.00)	FT Employee	2400730-11020
(2,000.00)	Longevity	2400730-11050
(2,992.00)	Accumulation of Sick Leave	2400730-11090
(4,900.00)	PERS	2400730-13010
(30,000.00)	Medical Insurance	2400730-14050
(1,000.00)	Dental Insurance	2400730-14060

SECTION 3. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the General Municipal Improvements fund.

1,426.68	County Collected Assessments	R4800141-02510
40,500.00	Prepaid Assessments	R4800141-02520
107,800.00	Reimb – Miscellaneous	R4800142-02810
(24,898.46)	Reimb – Cuyahoga Co	R4800142-02880
107,432	Reimb - NEORS	R4800142-02900
1,400.00	Non-Refundable Bid Specs	R4800153-07090
(589,713.72)	State Operating Grants Misc	R4800157-08570
27,911.25	Ohio Public Works Commission	R4800810-08560
5,893,500.00	Note Proceeds	R4800810-09310
(6,022,500.00)	Bond Proceeds	R4800810-09320
7,789.00	Transfer to OPWC	4800171-43030
9,292.58	Land Improvements	C4800171-32020
(508,526.00)	Roads	C4800171-35010

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5740

29,892.67	Sidewalks	C4800171-35020
(680.05)	Traffic Signals	C4800171-35040
(593,267.50)	Storm Sewer	C4800171-35050
(249,681.48)	Sanitary Sewer	C4800171-35060
30,270.00	Machinery & Equipment	C4800171-33000

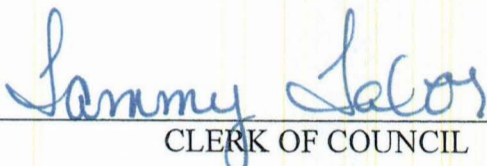
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be 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: October 1, 2024

APPROVED: October 1, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5740 duly passed by the Council of the City of Brecksville, Ohio, on 10-1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-4, 20 24.



CLERK OF COUNCIL

**MINUTES OF A MEETING OF THE
COUNCIL OF THE CITY OF BRECKSVILLE**

HELD _____ September 17, 2024 _____

Page 10

~~meeting is in The Gathering Room at Human Services at 6:30 pm. People are urged to bring their most recent gas and electric bills.~~

Sunday, October 6 - 10:30 - 2:30 pm Brecksville Safety Service Fair and Ice Cream Social.

Friday September 27th will be the last cook-out of the year and tickets are going fast for Lobsterfest on October 4th.

Director of Service, Joe Kickel: No Report

Director of Purchasing, Monica Bartkiewicz: No Report

Chief of Police Department, S. Korinek: Chief Korinek said the Police Department will be advertising for an entry level officer, applications are available in person only and testing will take place on October 17th.

Chief of Fire Department, Mark Bender: Chief Bender said the Firefighter Clambake Fundraiser was a success and thanked everyone that helped.

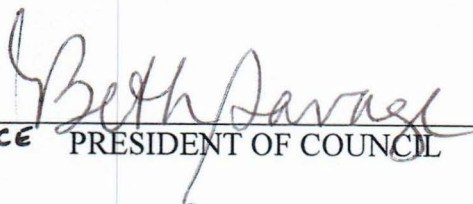
Report of the Mayor: Mayor Kingston said Students will be celebrating Homecoming with the parade stepping off at the former Hilton School at 7:00 PM concluding with a bonfire at the Board of Education office. The Apple Butter Festival will take place on October 5th at the Squire Rich Museum from 1-5:00 PM. The City of Brecksville will host the Safety Service Fair on October 6th from 10:30 – 2:30 PM. Boo-ville events will take place on Sunday October 27th from 12-4:00 PM

Adjournment

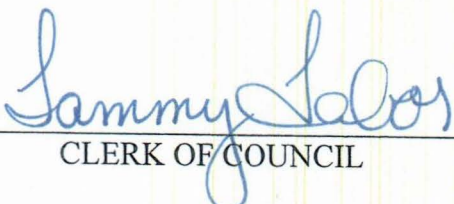
8:46 PM

Motion made by Caruso, seconded by Savage..

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.



VICE PRESIDENT OF COUNCIL



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5741

**AN ORDINANCE ACCEPTING THE PROPOSAL OF
ECS MIDWEST, LLC FOR SUBSURFACE EXPLORATION
AND GEOTECHNICAL ENGINEERING SERVICES FOR THE
BRECKSVILLE SERVICE GARAGE BUILDING ALTERATIONS;
AND DECLARING AN EMERGENCY**

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


SECTION 1. The proposal of ECS Midwest, LLC for Subsurface Exploration and Geotechnical Engineering Services for the Brecksville Service Garage Building Alterations Project in an amount not to exceed four thousand, eight hundred dollars (\$4,800.00) for base services, as set forth in their proposal dated September 16, 2024, 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.

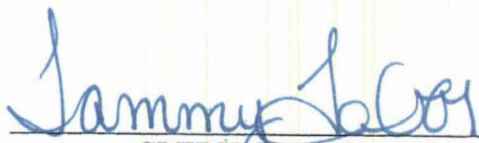
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for engineering services, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: October 1, 2024

APPROVED: October 1, 2024

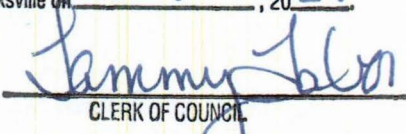


MAYOR

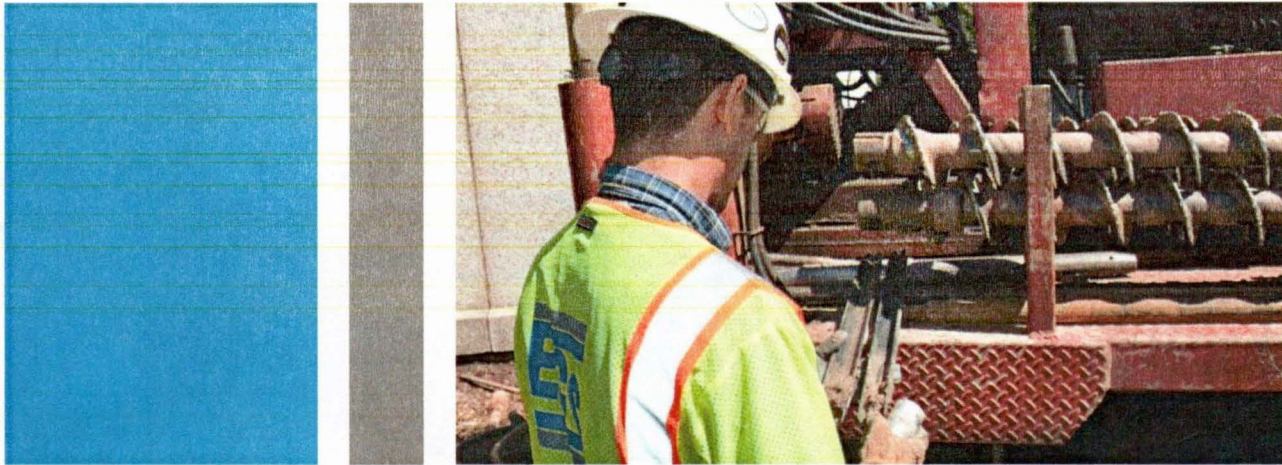


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5741 duly passed by the Council of the City of Brecksville, Ohio, on 10-1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-4, 20 24



CLERK OF COUNCIL



ECS Midwest, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Brecksville Service Garage Building Alterations

9023 Brecksville Road
Brecksville, Cuyahoga County, Ohio

ECS Proposal No. 67:4797-GP

September 16, 2024





September 16, 2024

EXHIBIT "A"

Mr. Joseph Kickel
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141
Email: jkickel@brecksville.oh.us

ECS Proposal No. 67:4797-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Brecksville Service Garage Building Alterations
9023 Brecksville Road
Brecksville, Cuyahoga County, Ohio

Dear Mr. Kickel:

As requested, ECS Midwest, LLC (ECS) is pleased to provide the following lump sum proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of the 25-page plan set prepared by DSC Architects as received in PDF form (*Brecksville Service Bldg_Permit Set_240827.pdf*) with the emailed Request for Proposal. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with the Structural Engineer, Mr. Brad Swartz or I.A. Lewin P.E. & Associates. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site.

Existing Site and Geologic Conditions

The project site is located at 9023 Brecksville Road in Brecksville, Cuyahoga County, Ohio. The existing Brecksville Service Garage Building occupies the site. The eastern portion of that building was damaged in a fire in February 2024. Based on a review of historical aerial photographs, the original (western) portion of the building was constructed between 1962 and 1967. An eastern addition (the current work area) was constructed between 1970 and 1982. Between 1952 and 1962, the subject site was vacant land adjacent to an orchard or tree farm.

According to Ohio Department of Natural Resources (ODNR) mapping, the site is underlain by Mississippian-age bedrock of the Cuyahoga Formation at a depth of about 30 feet. The site's surface soils

consist of Wisconsinan-age end moraine soils. USDA Soil Conservation Service mapping indicates that the surface soils are primarily silt loam and silty clay loam soils.

Project Description

We understand the proposed project will include alterations to the fire-damaged structure. As a part of these alterations, the interior columns are to be eliminated and the existing south wall footing and north pier footings are to be reinforced by the addition of extensions to allow them to accept additional structural loading. The finished floor elevation of the building will not change; large portions of the existing floor slab are to remain. No exterior grading is planned. The magnitude of proposed structural building loadings were not provided; however, the structural plans indicate that the foundations extensions have been based on an allowable bearing pressure of 2,000 pounds per square foot (psf), and that no extension will be required if an allowable bearing pressure of 3,000 psf can be confirmed for the site's existing soils at the estimated existing foundation depth of 44 inches.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, our drilling subcontractor will contact Ohio 811 to locate underground utilities at the site. Typically, Ohio 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Ohio 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our "Base Services." If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of **\$ 900**. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the client. However, we will not be responsible for any utilities not marked or not pointed out to us by the client.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first. Please note that a minimum charge of 10 feet will apply to each location terminated at a depth less than 10 feet.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the concrete surface with quick setting concrete of an equivalent or greater thickness. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, grass-covered areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts or seeding of lawn areas. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

~~Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:~~

~~-~~

~~Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:~~

Upon completion of field exploration operations, the samples will be returned to our laboratory in Brooklyn Heights (Cleveland), Ohio for further identification, visual classification, and testing. Our basic laboratory testing will consist of the following items:

- a. Visual classification in accordance with ASTM D2487 and ASTM D2488 (each sample).
- b. Unconfined compressive strength testing using a calibrated hand penetrometer (as needed).
- c. Moisture Content test, ASTM D2216 (selected samples).

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.

- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement.
- j. Recommendations for slab-on-grade construction and underslab subdrainage recommendations, as necessary.
- k. Recommendations for seismic site classification in accordance with the Ohio Building Code (OBC 2024).

FEE

ECS will provide the services outlined in this proposal (“Base Services”) for a **lump sum fee of \$ 4,800**, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current occupants). We anticipate the following project schedule:

PROJECT SCHEDULE	
Task	Approximate Time
Mobilization	1 to 2 weeks
Field Exploration	1 day
Laboratory Testing	3 to 5 days
Engineering Report	1 week
Total	3 to 4 weeks

If there is a specific due date for the report, please let us know. Verbal comments on findings can be provided within two (2) days of completion of the borings, if requested.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS MIDWEST, LLC



Mark Recktenwald
Senior Geotechnical Engineer
mrecktenwald@ecslimited.com



Surya Thapa, P.E.
Geotechnical Department Manager
sthapa1@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Field Exploration Diagram (mark-up on Sheet A1.1)
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 67:4797
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: **Brecksville Service Garage Building Alterations**
 Location: 9023 Brecksville Road, Brecksville, Cuyahoga County, Ohio
 Base Services: \$ 4,800

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$ 900):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

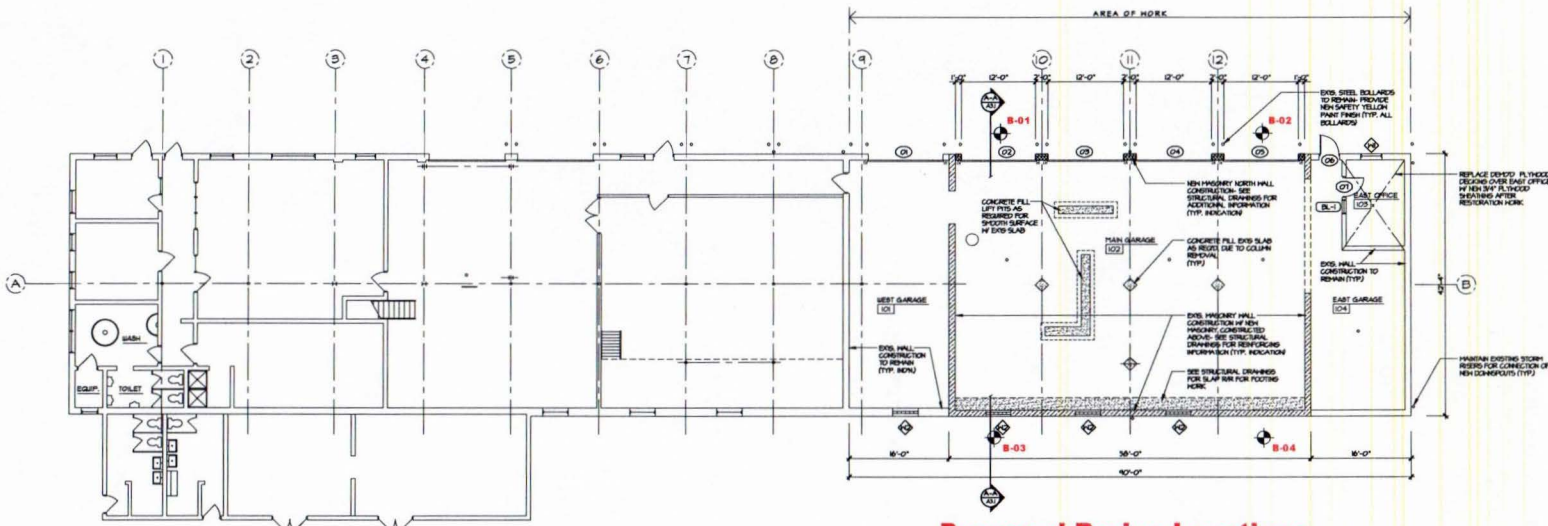
(please print or type)

Contact Person: _____
 Telephone No. of Contact Person: _____
 Email of Contact Person: _____
 Party Responsible for Payment: _____
 Company Name: _____
 Billing Address: _____

Accounts Payable Email Address: _____
 Telephone Number: _____
 Client Project/Account Number: _____
 Special Conditions for Invoices: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

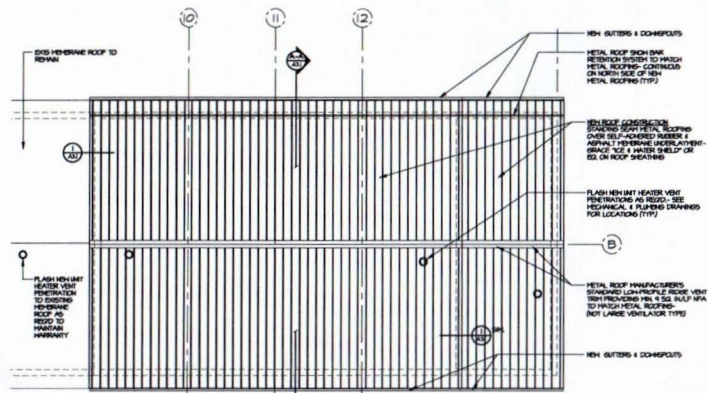
<ul style="list-style-type: none"> - Phase I, II and III Environmental Site Assessments - Wetlands Delineations - Asbestos/Lead Paint Services - Indoor Air Quality/Mold Services - Natural Resources - Groundwater Remediation 	<ul style="list-style-type: none"> - Third Party Mechanical, Electrical, Plumbing Inspections Services - Construction Materials Testing and Special Inspections - LEED® Consulting Services - Geo-Structural Design 	<ul style="list-style-type: none"> - Building Envelope, Roofing, and Waterproofing Consultation - Specialty Materials and Forensics Testing - Monitoring Services - Pre- and Post-Construction Condition Assessments
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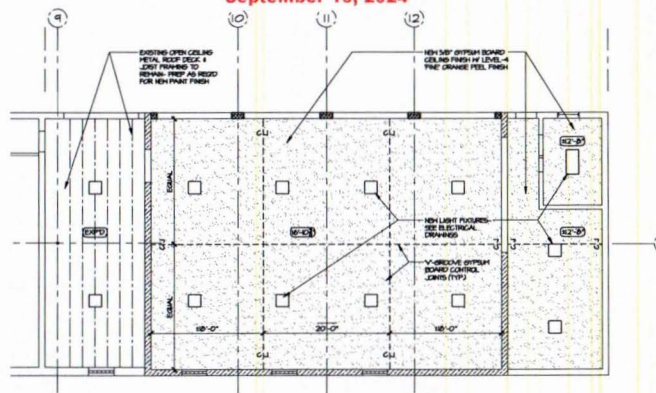
DEMOLITION FLOOR PLAN
SCALE: 1/8" = 1'-0"

Proposed Boring Locations

ECS Proposal No. 67:4797-GP
September 16, 2024



PARTIAL ROOF PLAN
SCALE: 1/8" = 1'-0"



PARTIAL REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



DSC ARCHITECTS
401 FRONT STREET
BREA, CA 92615
PHONE: 442.835.3857
info@dscarch.com

DATE:
PERMIT: 08/21/24

CITY OF BRECKSVILLE
SERVICE BUILDING ALTERATIONS
10225 BRECKSVILLE ROAD
BRECKSVILLE, OHIO



FLOOR & CEILING PLAN
ISSUE PROJECT NO.
24-001
A.I.I.



ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. ~~CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.~~

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

DMV

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. ~~CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.~~
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). ~~CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.~~
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. ~~To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.~~

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. ~~CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part-time basis.~~

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ~~ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.~~
- 15.7 ~~CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.~~
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 ~~To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.~~

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5609

**A RESOLUTION APPOINTING LISA A. SABOL
AS ASSISTANT LAW DIRECTOR;
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting on February 20, 2024, Ordinance No. 5686 was adopted amending Ordinance No. 5668 to add the position of Prosecutor/Assistant Law Director to the Payroll Ordinance; and

WHEREAS, at its meeting on February 20, 2024, Ordinance No. 5685 was adopted amending Section 145.13 of the Administrative Code by adding the position of Prosecutor/Assistant Law Director as an exempted employee.


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

SECTION 1. The Council hereby appoints Lisa A. Sabol to the position of Assistant Law Director. The Assistant Law Director shall be paid as provided by the City Council. The appointment of the Assistant Law Director shall be effective retroactive to February 20, 2024.

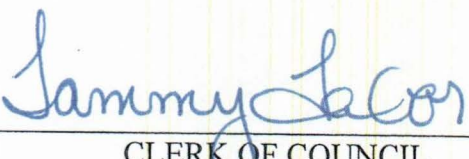
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be 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: October 1, 2024

APPROVED: October 1, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5609 duly passed by the Council of the City of Brecksville, Ohio, on 10.1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10.4, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5610

**A RESOLUTION ACCEPTING THE QUOTE
OF MATTES LANDSCAPING, INC. FOR
SUPPLEMENTARY SNOWPLOWING SERVICE;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The quote of Mattes Landscaping, Inc. for supplementary snow plowing service at the costs set forth in their quote dated September 15, 2024, 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.

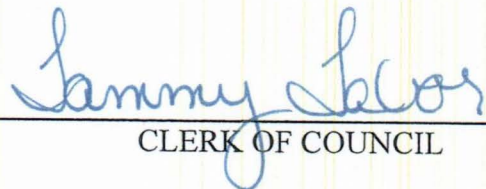
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for supplementary snow plowing, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: October 1, 2024

APPROVED: October 1, 2024




MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5610 duly passed by the Council of the City of Brecksville, Ohio, on 10.1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10.4, 20 24.



CLERK OF COUNCIL

QUOTE FORM - FIRST YEAR PRICING - 10/11/24 - 10/10/25

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 57.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 62.00
OLD TOWN ANNEX	\$ 32.00
BRECKSVILLE POLICE DEPARTMENT	\$ 155.00
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 306.00

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 52.00
SW MUNICIPAL PARKING LOT	\$ 62.00
OLD TOWN ANNEX	\$ 27.00
BRECKSVILLE POLICE DEPARTMENT	\$ 155.00
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 296.00

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 42.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 52.00
PEDESTRIAN ALLEY	\$ 32.00
OLD TOWN ANNEX	\$ 12.00
BRECKSVILLE POLICE DEPARTMENT	\$ 105.00
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 243.00
COST FOR EACH <u>80</u> #BAG OF DE-ICER APPLIED	\$ 18.00

NAME OF CONTRACTOR Mattes Landscaping, Inc.

QUOTE FORM – SECOND YEAR PRICING – 10/11/25 – 10/10/26

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 60.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 65.00
OLD TOWN ANNEX	\$ 35.00
BRECKSVILLE POLICE DEPARTMENT	\$ 160.00
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 320.00

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 55.00
SW MUNICIPAL PARKING LOT	\$ 65.00
OLD TOWN ANNEX	\$ 30.00
BRECKSVILLE POLICE DEPARTMENT	\$ 160.00
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 310.00

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 45.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 55.00
PEDESTRIAN ALLEY	\$ 35.00
OLD TOWN ANNEX	\$ 15.00
BRECKSVILLE POLICE DEPARTMENT	\$ 110.00
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 260.00
COST FOR EACH <u>80</u> #BAG OF DE-ICER APPLIED	\$ 19.00

NAME OF CONTRACTOR Mattes Landscaping, Inc.

EQUIPMENT RENTAL:

HOURLY CHARGE FOR FRONT-END LOADER W/OPERATOR

FIRST CONTRACT YEAR\$ 150.00/hour

SECOND CONTRACT YEAR\$ 150.00/hour

BIDDER INFORMATION & SIGNATURE

NAME & ADDRESS OF COMPANY Mattes Landscaping, Inc.

4671 Royalwood Road

N. Royalton, OH 44133

PHONE: 440-343-2669

CONTACT NAME: Steve Mattes

CONTACT E-MAIL: steve@matteslandscaping.com

AUTHORIZED SIGNATURE & TITLE Steve Mattes

..... President

TYPE OR PRINT NAME Steve Mattes

 REQUIRED ATTACHMENT ENCLOSED (SEE QUALIFICATIONS OF CONTRACTOR SECTION)

DATE OF QUOTE SUBMISSION 9-15-2024

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5611

**A RESOLUTION ACCEPTING THE QUOTE OF
CENTRALSQUARE/SUPERION FOR RENEWAL
OF LICENSE AND/OR ACCESS TO CERTAIN
SUPERION SOLUTIONS AND PROFESSIONAL
SERVICES RELATED THERETO; AND DECLARING
AN EMERGENCY**

WHEREAS, at its meeting of May 21, 2019, council adopted Ordinance No. 5246 authorizing the Mayor to enter into a Superion Solutions Agreement with Superion LLC for license and/or access to certain Superion Solutions and Professional Services related thereto; and

WHEREAS, pursuant to said agreement the customer may request a change in scope of work by submitting a change request; and

WHEREAS, the Director of Purchasing has requested a change to services by removing a State Reporting Annual Maintenance Fee, a Fixed Assets Annual Maintenance Fee and a Human Resources Payroll Annual Maintenance Fee from the quote for renewal.

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

SECTION 1. The Quote of CentralSquare/Superion for renewal of license and/or access to certain CentralSquare/Superion Solutions and professional services related thereto for the term November 1, 2024 to October 31, 2025 in an amount not to exceed thirty-six thousand, eight hundred ninety-seven dollars and eighty-three cents (\$36,897.83), as set forth in their quote, 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 continued need to amend the needed services 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.

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5611 duly passed by the Council of the City of Brecksville, Ohio, on 10-1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-4, 20 24.

PASSED: October 1, 2024

APPROVED: October 1, 2024



MAYOR

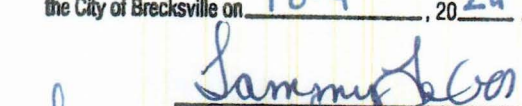
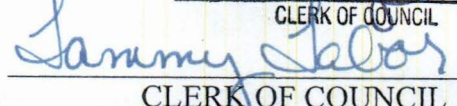

CLERK OF COUNCIL

CLERK OF COUNCIL

EXHIBIT "A"



Renewal Order/Quote prepared by:
 Jenny McPherson
 jenny.mcpherson@centralsquare.com

Renewal Order #: Q-183413
 Start Date: November 1, 2024
 End Date: October 31, 2025
 Billing Frequency: Yearly
 Subsidiary: Superior, LLC

Renewal Order/Quote prepared
 for: Rebecca Riser, Purchasing
 Director City of Brecksville
 9069 Brecksville Road
 Brecksville, OH 44141
 440-526-4351

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	BI Analytics PLUS Multi-Data Source Annual Maintenance Fee	1	319.48 USD
2.	BI Analytics PLUS Multi-Data Source Annual Maintenance Fee	1	264.35 USD
3.	BI Analytics PLUS Multi-Data Source Annual Maintenance Fee	1	744.20 USD
4.	BI Analytics PLUS Multi-Data Source Annual Maintenance Fee	1	1,122.00 USD
5.	Four Js Compiler Annual Maintenance Fee	1	2,053.81 USD
6.	Four Js Runtime Annual Maintenance Fee	30	3,708.30 USD
7.	Optio ECI Annual Maintenance Fee	1	3,440.75 USD
8.	PLUS - Community Dev Custom Mod Annual Maintenance Fee	1	271.12 USD
9.	PLUS - Community Dev Custom Mod Annual Maintenance Fee	1	3,253.15 USD
10.	PLUS - Community Dev Custom Mod Annual Maintenance Fee	1	3,253.15 USD
11.	PLUS - Finance Custom Mod Annual Maintenance Fee	1	422.92 USD
12.	PLUS - Finance Custom Mod Annual Maintenance Fee	1	422.92 USD
13.	PLUS - Finance Custom Mod Annual Maintenance Fee	1	0.00 USD
14.	PLUS Central Receipting Annual Maintenance Fee	1	1,328.38 USD
15.	PLUS Code Enforcement Annual Maintenance Fee	1	2,277.22 USD
16.	PLUS Financial Accounting Annual Maintenance Fee	1	7,287.07 USD
17.	PLUS Kronos Interface Annual Maintenance Fee	1	2,174.57 USD



Renewal Order/Quote prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

18.	PLUS Permitting Annual Maintenance Fee	1	4,554.44 USD
19.	PLUS Zoning & Development Annual Maintenance Fee	1	0.00 USD

Renewal Order Total: 36,897.83 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5612

**A RESOLUTION ACCEPTING THE PROPOSAL
OF CITIZENSERVE FOR UPGRADING THE
BUILDING DEPARTMENT SOFTWARE;
AND DECLARING AN EMERGENCY**

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


SECTION 1. The proposal of Citizenserve for upgrading the Building Department software in an amount not to exceed forty-five thousand, four hundred (\$45,400.00) in the first year and not to exceed eighteen thousand, nine hundred dollars (\$18,900.00) each additional year, as set forth in their proposal dated August 8, 2024, 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.

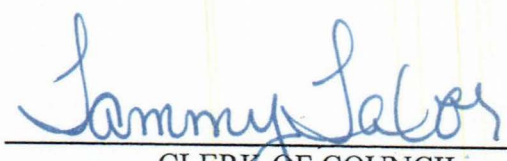
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to upgrade the software, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: October 1, 2024

APPROVED: October 1, 2024

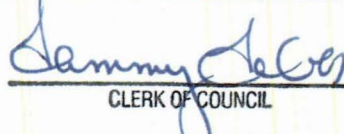


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5612 duly passed by the Council of the City of Brecksville, Ohio, on 10-1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10-4, 20 24.



CLERK OF COUNCIL



Order Form - 08/28/2024

Account Name: Brecksville, Ohio

Contact Information:

Scott Packard
Chief Building Official
9069 Brecksville Rd
Brecksville, OH 44141-2313
spackard@brecksville.oh.us
(440) 526-2630

Billing Information:

Scott Packard
Chief Building Official
9069 Brecksville Rd
Brecksville, OH 44141-2313
spackard@brecksville.oh.us
(440) 526-2630

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 09/01/2024
Service Term Ends: 08/31/2025

Components to be Implemented

- Code Enforcement
Permitting
Planning & Zoning
Contractor Licensing

Fees:

Table with 3 columns: Description, Rate, Total. Rows include 9 User Subscriptions, Project Management, Training, and Implementation, Data Migrations, Integrations and Services, Total 1st Year Fees, and Each Additional Year Fees.

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature: Jim Garvey
Print or Type Name of Signatory: Jim Garvey
Execution Date: 08/28/2024

Customer:

Authorized Signature: Daryl Kingston
Print or Type Name of Signatory: Daryl Kingston, Mayor
Execution Date: 10/1/24

Address:

1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:

Brecksville, Ohio
9069 Brecksville Rd
Brecksville, OH 44141-2313



SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Brecksville, Ohio ("Customer") with its principal place of business at 9069 Brecksville Rd, Brecksville, OH 44141-2313 is made effective as of 09/01/2024 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

The subscription will begin on the date specified in the order form, which is the date Citizenserve will begin providing services. On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, security, and performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively, as described in the Citizenserve Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

2. OWNERSHIP:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership, nor any other rights in or to the software, service, and related documentation. All title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. DATA MIGRATION:

For implementations requiring the migration of legacy data, Citizenserve staff will perform the data migration by module /function. The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is critical that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

4. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to back up and keep the Service and Authorized Website(s) in operation, consistent with applicable industry standards, and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. ADDITION OF NEW USERS

New users added by Customer before the renewal date will be prorated to the term of the subscription at the current subscription rate. Setup costs may be applied for each new user.

Customer must notify Citizenserve of any user additions that result in a user count that is higher than Customer's subscription. If Customer adds new users and goes over the number of users specified in their subscription, Citizenserve will invoice Customer for any users above this user count. Setup costs may be applied for each new user.

6. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement. Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested. Provisions of this Agreement regarding Ownership, Liability, Confidentiality, and Miscellaneous will continue to survive.

7. NO THIRD-PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights, or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this agreement.

8. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms, and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to: all information, knowledge, or data not generally available to the public that is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or having unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

10. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Citizenserve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

11 ACCEPTANCE:

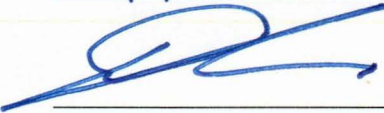
Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: "Customer"

Online Solutions, LLC "Citizenserve"

Date: 10/1/24

Date: 08/28/2024

Signature: 

Signature: 

Print Name: Daryl Kingston

Name: Jim Garvey

Title: Mayor

Title: Manager

CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Method. Citizenserve will use an agile methodology to engage in the implementation.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve implementation manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve implementation manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the implementation manager. The Citizenserve implementation manager will familiarize the Customer's team members on Citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with Citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Migration. Citizenserve staff will perform the data migration by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be migrated, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within one hour; urgent requests receive a response within 15 minutes.



Appendix A - Citizenserve existing payment processors

ACI Universal
Authorize.net
Hancock Whitney Transactis BIQ SHO Version 7.0
Bluefin PayConex
City Hall Systems Secure Pay eCart API
Civitek WPS Paynow
Convergys
CyberSource Simple Order API
CyberSource REST API
EGov Strategies LLC Rest API
HP ETS Money Ver 3.0
Forte Web Services V3
GovPayNet
Government Window
Heartland Bolletta Pay
Heartland Secure Pay
InvoiceCloud Web Services V2
JetPay Magic Rest API
Kubra EZ pay
Openedge hostpay ver#1
HP Paybill web services v4.0
First Billing Payeezy ver1.1
PayExpress Pay
Paya Payconnect
PaymentUS
Paypal
PayFlow Pro
Point and Pay
PlugnPay
Payment Services Network PSN Auto Auth API
NIC Inc. CCP (Common Checkout Page) API
Unibank RTI v2.0 (unibank)
Value Payment Systems REST API
XPRESS BILLPAY REST API

Integration with payment processor not on this list will incur a onetime integration charge.

Memo from the Building Department

To: City Council & Mayor Kingston

From: Scott Packard, Chief Building Official

CC: Tammy Tabor, Monica Bartkiewicz & Laura Starosta

Date: 09/20/2024 rev. 09/24/2024

Re: Building Department Software - Citizenseve

The Building Department is requesting authorization to enter into a contract with Citizenseve for upgrading the Building Department Software with a total 1st year fee of \$45,400.00 and each additional year of \$18,900.00. Proposal is attached. Also, I have been working with First Suburbs Consortium who has grant money available, specifically for this software, to be used toward the first years cost of approximately \$20,000.00 (but could be more). Once we have a signed contract, she will provide me with a final grant amount.

Last year we were grouped in with the Finance Department's purchase of Tyler software that included a Building Department/Community Development module. After a few training sessions, we quickly realized that the Tyler software was not able to meet the common requirements of our Building Department operations and terminated the contract. Since then, we looked at several other software systems including Cloudpermit, Municipity and CivicPlus. Citizenseve was by far the best software which is being used by many Ohio Building Departments with more on the way.

This will replace our Sungard/Pentamation software that was purchased in 2009 and went live in 2010. Its estimated usefulness at that time was 10 years. This software is in constant development and upgrades are included with the maintenance cost. This new software is developed specifically for Building Departments and our daily operations unlike many other companies that have a wide range of "add-on" modules for their main base software. The Citizenseve Software includes components of Permitting & Inspection, Planning & Zoning, Code Enforcement and Contractor licensing. This cloud based software also includes an online portal for application submittals and payments. Inspectors will be able to view their schedules, any permit data or plans and result inspections in the field via tablets. Contractors and homeowners can also register online and track their application process and inspection results in real time. The existing data from our current software will be imported into the new software. Citizenseve also has an integration program that updates the property owners information daily with the County Fiscal Office data.

I will be happy to answer any questions.
Thank you.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5613

**A RESOLUTION ACCEPTING THE PROPOSAL
OF KNIGHT & STOLAR, INC. FOR LANDSCAPE
ARCHITECTURAL SERVICES FOR PHASE 2 OF
THE KIDS QUARTERS REVITALIZATION PROJECT;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The proposal of Knight & Stolar, Inc. for Landscape Architectural Services for Phase 2 of the Kids Quarters Revitalization Project in an amount not to exceed seventy-six thousand dollars (\$76,000.00), as set forth in their proposal dated September 23, 2024, 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.

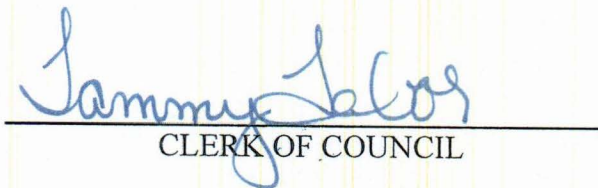
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to continue the revitalization project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: October 1, 2024

APPROVED: October 1, 2024

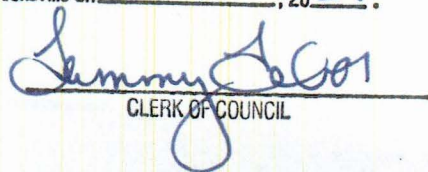


MAYOR

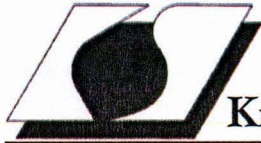


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5613 duly passed by the Council of the City of Brecksville, Ohio, on 10.1, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 10.4, 20 24.



CLERK OF COUNCIL



Knight & Stolar, Inc.

PLANNING CONSULTANTS λ LANDSCAPE ARCHITECTS

September 23, 2024

City of Brecksville
1 Community Drive
Brecksville, Ohio 44141

Attn: Rachele Engle, Director of Recreation

Re: Brecksville Playground Planning – Phase 2
Fee Proposal – Landscape Architectural Services

Rachele –

Following up on our meeting with Mayor Kingston on last week, here is our proposal for design fees associated with Phase 2 of the playground renovation. As discussed, Phase 2 will continue the site improvements for the playground with the design and remaining playground structures, paths and site furnishings. Our scope will include the following -

1. Preparation of site demolition, layout, grading, erosion control, planting plans, details and specifications for a bid package to construct the new playground.
2. Meetings – we will provide review sets at 50%, and 100% for review and comment by your office and relevant departments. I anticipate a min. of three meetings with your office during the design phase.
3. Estimate of Construction Costs - we will continue to update the estimate of construction costs for the project scope up to the final construction set.
4. Deliverables will include – set of construction drawings, specifications and estimate for use in bidding the project. Drawings will be provided to your office for printing bid sets for the bidding process.
5. Bidding – I will be available for a pre-bid meeting, if you would like to include this in the bid process, on site at City Hall. We shall also provide addendums as needed to respond to contractor's questions and assist in review the submitted bids, if requested.
6. Contract Administration – we can provide contract administration for the construction and coordinate with you to include project meetings, schedule updates, responses to request for information from the contractor, shop drawing review and a site punch list.

We propose to provide these services billed at standard hourly rates, not to exceed the following –

Construction Documents	\$67,350.00
Bidding Process	\$ 1,500.00
Contract Administration	\$ 7,150.00
TOTAL PROPOSED FEE	\$76,000.00

Our current standard Hourly Rates for Professional Services for 2024-2025 are as follows:

Principal	\$130.00 / hr.
Landscape Architect	\$110.00 / hr.
Secretarial	\$60.00 / hr.

Services currently excluded from our proposal –

- A. Survey – this has already been provided and should be sufficient for this project.
- B. Geotechnical services – we do not anticipate any soil issues with the site, but in the event some existing conditions are uncovered, this would warrant a soils engineer.
- C. Landscape Irrigation Design – is not expected to be part of the scope of work.
- D. Site Lighting – was also not included in the scope of work.

We look forward to continuing our work on this project with you. Please let us know if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read 'KJankowski', written in a cursive style.

Kathleen Jankowski
RLA