

**RESOLUTION NO. 39-2023**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ALAN SCHERR ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE ASSESSMENT OF FUTURE REMODELING OF THE CITY BUILDING.

WHEREAS, with the current and future needs of the City Building staff is recommending that the current and future needs of the City Building be evaluated.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT;

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural design services related to the City Building. The terms and conditions of said agreement are marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: June 27, 2023

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Clerk of Council

  
\_\_\_\_\_  
Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

  
\_\_\_\_\_  
Clerk of Council  
City of Monroe, Ohio



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KETTERING OHIO 45409  
P:937.222.4585 F:937.222.4520

June 9, 2023

EMAIL: [mortong@monroeohio.org](mailto:mortong@monroeohio.org)

Mr. Gary Morton, Director  
City of Monroe, Division of Public Works  
1000 Holman Avenue  
Monroe, OH 45050



Re: City of Monroe  
Program Development, Conceptual Design and RFQ for the  
City of Monroe, 233 S. Main St, Monroe, OH 45050

Dear Mr. Morton:

Thank you for your call and our discussion regarding a Program of Needs, a Conceptual Design and RFQ for the City of Monroe, 233 S. Main St, Monroe, OH 45050. I have prepared the following proposal, divided into four (4) phases, to reflect my understanding of your project and offer my services to you examining options and opportunities to retain and/or modify operational efficiencies within the city building and the preparation of a Design/Build Request for Qualifications. Phase One will develop a Program of Needs; Phase Two will prepare a Conceptual Design Package (Graphics) reflecting the Program of Needs; Phase Three will prepare a Request for Qualifications for Design/Build services to realize the Program of Needs and Conceptual Design Package; and Phase Four to participate in the interview/selection process for a Design/Build entity for this project.

#### PROJECT SCOPE

I have outlined my interpretation of this project scope and the efforts vital to meet this project's objectives.

#### PHASE ONE

- Meet with you to identify the departments, their locations and specific areas of concern. These issues were preliminarily identified but will be documented at our first meeting.
- Assemble available reference documents to be used during the research, presentation and recommendation submissions.
- Schedule and meet independently with each department, including department members, to address areas of concern, functional operations, needed affinities to other departments, physical space constraints and work-flow issues. Document each meeting for record.
- Prepare a preliminary report reflecting my findings and initial recommendations with any sketches for personnel relocations, department shifts and improved operational adjacencies, efficiencies, workflow patterns and space constraint modifications.
- Identify and outline a hierarchy of recommendations to implement a strategic plan of physical shifts or space planning adjustments within the current facility.
- Prepare a Preliminary Building Code review of the recommendations.
- Present my preliminary findings and recommendations in a meeting with you or other designated representatives from the City of Monroe. Receive your feedback and direction.

- Based upon this meeting, prepare a final report for presentation with specific recommendations for any personnel relocations, department shifts and improved operational efficiencies, workflow patterns and physical space modifications.

#### **PHASE TWO**

- Based upon an approved Program of Needs, prepare graphic documents reflecting the recommendations for departmental shifts, operational efficiencies, workflow patterns and physical space modifications.
- Accompany the graphic materials with a written report of the affected areas by the proposed modifications including a general Scope of Work descriptions and estimates of probable costs for each impacted area.
- Present the preliminary graphic materials and descriptions in a meeting with you or other designated representatives from the City of Monroe. Receive your feedback and direction.
- Based upon this meeting, prepare final graphic materials, Scope of Work descriptions and cost estimates for use by the City of Monroe.

#### **PHASE THREE**

- Prepare a Request for Qualifications for Design/Build entity proposals based upon the Program of Needs and, if included within this contract, the Conceptual Design graphics to include:
  1. Request for Qualifications Description and Legal Advertisement
  2. Request for Qualification Form(s)
  3. Description of the Scope of Services (Design/Build Project)
  4. Evaluation and Scoring Criteria

#### **PHASE FOUR**

- Participate in the Interview/Selection process for a Design/Build entity:
  1. Generate an interview/evaluation form for use by the Interview Committee.
  2. Attend/participate Design/Build entity interviews.
  3. Provide opinions regarding Design/Build entity interviews and capabilities to meet the project objectives.

#### **PROJECT SCHEDULE**

Currently, no schedule has been identified. I will endeavor to develop the required review with documentation within an acceptable timeframe, when established.

#### **FEE PROPOSAL**

This fee proposal represents my understanding of the services necessary to provide you with the four requested separate phases of services. Phase One: The Program of Needs; Phase Two: The Conceptual Design Graphic Package; Phase Three: the preparation of the Request for Qualifications for Design/Build services; and Phase Four for participation in the Design/Build entity Interview/Selection process. Within each phase, I have allocated appropriate time for meetings, presentations, site visits, general building investigation and analysis and document preparation and submissions.

This proposal does not include generating CAD documents of the existing building plans and assumes these files will be provided for ASA's use. If not available, ASA will prepare these CAD documents as an Additional Expense as defined on Page 4 of this proposal.

**PHASE ONE: PROGRAM OF NEEDS AND CONCEPTUAL DESIGN**

<input type="checkbox"/> <b>PRE-DESIGN – PHASE ONE</b>	<b>\$6,670.00</b>
<input type="checkbox"/> SCHEMATIC DESIGN	\$0.00
<input type="checkbox"/> DESIGN DEVELOPMENT	\$0.00
<input type="checkbox"/> CONSTRUCTION DOCUMENTS	\$0.00
<input type="checkbox"/> BIDDING AND NEGOTIATION	\$0.00
<input type="checkbox"/> CONSTRUCTION ADMINISTRATION	\$0.00
<input type="checkbox"/> PROJECT CLOSEOUT	\$0.00
<input type="checkbox"/> <b>TOTAL FEE</b>	<b>\$6,670.00</b>
<input type="checkbox"/> <b>REIMBURSABLE EXPENSES (Estimated)</b>	<b>\$300.00</b>

**PHASE TWO: CONCEPTUAL DESIGN GRAPHICS**

<input type="checkbox"/> <b>PRE-DESIGN – PHASE TWO</b>	<b>\$6,900.00</b>
<input type="checkbox"/> SCHEMATIC DESIGN	\$0.00
<input type="checkbox"/> DESIGN DEVELOPMENT	\$0.00
<input type="checkbox"/> CONSTRUCTION DOCUMENTS	\$0.00
<input type="checkbox"/> BIDDING AND NEGOTIATION	\$0.00
<input type="checkbox"/> CONSTRUCTION ADMINISTRATION	\$0.00
<input type="checkbox"/> PROJECT CLOSEOUT	\$0.00
<input type="checkbox"/> <b>TOTAL FEE</b>	<b>\$6,900.00</b>
<input type="checkbox"/> <b>REIMBURSABLE EXPENSES (Estimated)</b>	<b>\$150.00</b>

**PHASE THREE: REQUEST FOR QUALIFICATIONS (DESIGN/BUILD SERVICES)**

<input type="checkbox"/> <b>PRE-DESIGN – PHASE THREE</b>	<b>\$3,500.00</b>
<input type="checkbox"/> SCHEMATIC DESIGN	\$0.00
<input type="checkbox"/> DESIGN DEVELOPMENT	\$0.00
<input type="checkbox"/> CONSTRUCTION DOCUMENTS	\$0.00
<input type="checkbox"/> BIDDING AND NEGOTIATION	\$0.00
<input type="checkbox"/> CONSTRUCTION ADMINISTRATION	\$0.00
<input type="checkbox"/> PROJECT CLOSEOUT	\$0.00
<input type="checkbox"/> <b>TOTAL FEE</b>	<b>\$3,500.00</b>
<input type="checkbox"/> <b>REIMBURSABLE EXPENSES (Estimated)</b>	<b>\$100.00</b>

**PHASE FOUR: PARTICIPATE IN THE INTERVIEW/SELECTION PROCESS**

<input type="checkbox"/> <b>PRE-DESIGN – PHASE FOUR</b>	<b>\$2,100.00</b>
<input type="checkbox"/> SCHEMATIC DESIGN	\$0.00
<input type="checkbox"/> DESIGN DEVELOPMENT	\$0.00
<input type="checkbox"/> CONSTRUCTION DOCUMENTS	\$0.00
<input type="checkbox"/> BIDDING AND NEGOTIATION	\$0.00
<input type="checkbox"/> CONSTRUCTION ADMINISTRATION	\$0.00
<input type="checkbox"/> PROJECT CLOSEOUT	\$0.00
<input type="checkbox"/> <b>TOTAL FEE</b>	<b>\$2,100.00</b>
<input type="checkbox"/> <b>REIMBURSABLE EXPENSES (Estimated)</b>	<b>\$100.00</b>

### REIMBURSABLE EXPENSES

Reimbursable expenses mean the expenses incurred directly in conjunction with the project for: transportation and subsistence incidental thereto, reproduction of reports, drawings, specifications and similar project related items, which will be invoiced at our cost times a factor of 1.10.

***OWNER/CLIENT-DIRECTED CHANGES TO THE ORIGINAL SCOPE OF WORK WILL BE INVOICED AS ADDITIONAL SERVICES AT OUR HOURLY RATES LISTED BELOW.***

### ADDITIONAL SERVICES

If requested, additional services beyond the Contract Scope of Services when required and approved in writing, will be performed by **ASA** on an agreed upon amount or charged on an hourly basis per the following schedule. The rate structure set forth below shall be adjusted annually, if required, in accordance with normal practices of **ASA**.

- |                  |                   |
|------------------|-------------------|
| • Principal      | \$175.00 per hour |
| • CAD            | \$85.00 per hour  |
| • Renderings     | \$120.00 per hour |
| • Administrative | \$90.00 per hour  |

### NON-INCLUDED SERVICES

Items important to the project's future development, which are not included within our proposed Scope of Services unless otherwise directed, are listed below.

1. Conversion of the PDF drawings into CAD documents for the Consultant's use and presentation including site verification.
2. Preparation of building renderings (Interior and Exterior)
3. Preparation of architectural drawings for design and construction
4. Detailed building code and zoning reviews
5. Detailed cost estimating
6. Permit submissions and application fees for construction
7. Separate zoning submissions and application fees
8. Zoning hearings and document preparation
9. Building permit fees
10. Specialized consultants, (i.e. acoustics, lighting, information technology, audio-visual)
11. Furnishing selections
12. Specialized equipment beyond those noted on the concept drawings
13. Environmental testing, analysis, abatement and reporting
14. Physical and building and site verification beyond the defined scope area
15. Soil borings, testing and geotechnical reporting
16. Site surveying and buried utility locations
17. Landscape architecture
18. MEP engineering
19. Structural engineering
20. Fire suppression engineering and drawings
21. Value engineering design and plan changes after completion of the construction documents
22. Owner's Representative Services

#### **TIMELINESS OF PERFORMANCE**

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

#### **NOTICE OF DELAY**

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

#### **STANDARD OF CARE**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

#### **CONTRACT**

To initiate our efforts our agreement would be based upon this signed proposal, a signed Notice to Proceed (Attached). We will invoice monthly for services rendered or upon the completion of a phase. Payments will be due upon receipt. Payments not made after thirty (30) days will be re-invoiced at a monthly carrying charge of 1.5% added to the invoice.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

#### **DEFINITION OF "CERTIFY"**

As used herein, or notated on documents, the word certify shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.

#### **DOCUMENT OWNERSHIP**

**ASA** and its consultants may prepare drawings by means of Computer Aided Design (CAD). The Client, if requested, shall be given an electronic copy of the documents for their use. They shall have the right to use, modify, and reproduce the electronic media so long as they hold **Alan Scherr Associates, LLC**

Mr. Gary Morton  
Public Works Director  
City of Monroe, OH  
Page 6 of 7  
6/9/2023

and the entire consultant team, harmless for liability, damages, and litigation, including legal fees, which result from changes to or use of the electronic media.

All sketches, estimates, reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

#### **CURRENT WORKLOAD**

ASA maintains a very stable workload and monitors its schedule of work to assure our clients timely project delivery. We are prepared to address this project and work towards the issuance of our findings and the recommendations within an agreed upon timeline.

#### **CLOSING**

I appreciate your consideration of this proposal. I am sincerely committed to the success of this project and greatly welcome this continuing opportunity to work with you. Should you have any questions regarding this submission, please do not hesitate to call.

Yours truly,

ALAN SCHERR ASSOCIATES, LLC

A handwritten signature in black ink, appearing to read "Alan R. Scherr". The signature is fluid and cursive, with the first name "Alan" being the most prominent.

Alan R. Scherr, AIA  
President

Mr. Gary Morton  
Public Works Director  
City of Monroe, OH  
Page 7 of 7  
6/9/2023



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## NOTICE TO PROCEED

June 9, 2023

EMAIL: [mortong@monroeohio.org](mailto:mortong@monroeohio.org)

Mr. Gary Morton, Director  
City of Monroe, Division of Public Works  
1000 Holman Avenue  
Monroe, OH 45050



Re: City of Monroe  
Program Development, Conceptual Design and RFQ for the  
City of Monroe, 233 S. Main St, Monroe, OH 45050

Dear Mr. Morton:

Per your signature below, you are authorizing Alan Scherr Associates, LLC to immediately start performing our obligations under the attached Proposal while awaiting its signed return.

According to the State of Ohio, Ohio Administrative Code, Section 4703-3-09 - Written Contract states the following:

*(A) A registered architect or architectural firm is required to use a written contract when providing professional services. Such contract between the registered architect and the client shall be executed prior to the registered architect commencing work on any project.*

Should you decide not to proceed with this project, you agree to reimburse Alan Scherr Associates, LLC for services performed to date per the attached Proposal.

A handwritten signature in black ink, appearing to read 'Alan R. Scherr', is written over a horizontal line.

Alan R. Scherr, AIA, President

<Client Signature>

June 9, 2023

Date

Date