

CLEVELAND PUBLIC LIBRARY

Finance Committee

November 17, 2020

**RESOLUTION AUTHORIZING AGREEMENT WITH VOCON PARTNERS, LLC FOR
ARCHITECTURAL DESIGN SERVICES FOR THE BROOKLYN AND STERLING
BRANCHES OF THE CLEVELAND PUBLIC LIBRARY**

WHEREAS, On May 21, 2020, the Board of Trustees of the Cleveland Public Library approved the selection of Vocon Partners, LLC as the top-ranked, most qualified firm to provide professional architectural/engineering services for the new Brooklyn and Sterling branches as part of Phase 1B of the Facilities Master Plan; and

WHEREAS, The Library estimates that the cost of construction for the Brooklyn branch, including the cost of the construction manager, to be \$1,509,668, plus furniture, fixtures, and equipment, which are anticipated to cost approximately \$116,000, plus owner construction contingency estimated at \$66,564 and owner direct costs, which are anticipated to cost approximately \$60,455. Vocon has submitted a proposal for the architect fees for the Brooklyn branch in the amount of \$186,951, which consists of \$173,451 for basic services and \$13,500 for owner's design contingency and reimbursables; and

WHEREAS, The Library estimates that the cost of construction for the Sterling branch, including the cost of the construction manager, to be \$2,232,547, plus furniture, fixtures, and equipment, which are anticipated to cost approximately \$140,000, plus owner construction contingency estimated at \$98,437 and owner direct costs, which are anticipated to cost approximately \$84,615. Vocon has submitted a proposal for the architect fees for the Brooklyn branch in the amount of \$272,842, which consists of \$259,342 for basic services and \$13,500 for owner's design contingency and reimbursables; and

WHEREAS, This Board finds that the fees for both the Brooklyn and Sterling branches are fair and reasonable; now therefore be it

EXHIBIT 12

RESOLVED, That the Board authorizes the Executive Director, CEO or his designees, to execute an agreement with Vocon Partners, LLC, in an amount not-to-exceed \$186,951 for the Brooklyn branch upon such terms and conditions as are approved by the Library's Director of Legal Affairs, and such other documents as are necessary or appropriate to effectuate the Agreement in accordance with this Resolution, with the expenditure of \$186,951 being charged to the Construction – Tax-Exempt fund account 40272505-55300 (Construction/Improvements); be it further resolved

RESOLVED, That the Board authorizes the Executive Director, CEO or his designees, to execute an agreement with Vocon Partners, LLC, in an amount not-to-exceed \$272,842 for the Sterling branch upon such terms and conditions as are approved by the Library's Director of Legal Affairs, and such other documents as are necessary or appropriate to effectuate the Agreement in accordance with this Resolution, with the expenditure of \$272,842 being charged to the Construction – Tax-Exempt fund account 40279005-55300 (Construction/Improvements).

November 11, 2020

Bryan K. Szalewski, Esq.
Senior Legal Officer
Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CLEVELAND PUBLIC LIBRARY – BROOKLYN BRANCH – RENOVATION
VOCON PROJECT #: 200286.00**

Dear Bryan:

Based on your request for Vocon to complete Design and Implementation Services for the Cleveland Public Library (CPL) – Brooklyn Branch Project, please find herein our Proposal for Professional services. We have organized this Proposal into (04) parts; Part I identifies Project Overview, Part II describes Professional Services, Part III defines the anticipated Project Schedule and Part IV addresses Compensation.

PART I - PROJECT OVERVIEW

Vocon is excited to begin working with CPL as they begin to implement their Master Plan. We understand that there are Design Principles that CPL will want to use as touchstones throughout the renovation process. These principles include the following: Reorganize, Rebalance, Reconfigure, Remove, Reveal and Retain. Vocon will work with CPL to revisit these touchstones regularly. The following points are provided to summarize some of the data we have been discussing.

- a) The Brooklyn Branch of the CPL is located at 3706 Pearl Road, Cleveland, OH 44109.
- b) The original Brooklyn Branch was opened in 1919; the building was remodeled in 1985. The building is not on the historic register.
- c) The existing building has approximately 5,800 square feet of renovation and 6,700 square feet total.
- d) Construction Costs: \$1,509,668
- e) Furniture, Fixtures and Equipment Budget: \$116,000
- f) Deferred Maintenance items as identified by CPL are estimated at \$358,244
- g) The Vocon Core Team of consultants and key personnel are identified in the attached Project Team Organization diagram
- h) Opportunities for expanded parking will be explored as part of the project site studies.
- i) The Library will require all new library shelving, furniture and millwork.
- j) There is a preference that the Library remain open throughout the construction process.
- k) Deferred Maintenance items as identified by CPL will be part of this renovation project.
- l) CPL wants to include necessary changes to the "Desigo" building controls system.
- m) This project will include the use of BIM Documentation
- n) Owner Responsibilities will include, but will not be limited to:
 1. Construction Manager engagement
 2. Geotechnical Engineer/Testing engagement
 3. Land Surveyor engagement
 4. Provide existing drawings in electronic format.
 5. Provide a space program, that Vocon will review/verify with the CPL team.
 6. Provide the standards that CPL has developed and that will apply to this project.
 7. Provide an equipment list (Computers, IT/AV/Telecom) that CPL has developed and that will be included in the design and construction documentation



PART II – PROFESSIONAL SERVICES

A. PROFESSIONAL ARCHITECTURAL/INTERIOR DESIGN AND ENGINEERING SERVICES

1. PROGRAM VALIDATION/COMMUNITY ENGAGEMENT/CONCEPT DESIGN

- a) Vocon will schedule a Project Kick-Off Meeting with CPL Representatives to discuss Project goals and objectives, Team member roles and responsibilities, Project decision-making process, Project Budget and Schedule Review, and Review Project information completed to date.
- b) Vocon will attend one Kick-off meeting with CPL to discuss community engagement that has been performed to date and to plan what the Staff/Community Engagement will look like.
- c) Vocon will lead a total of (03) Community engagement sessions through the Design Phase by preparing various presentations with appropriate discovery questions and design content. We will use digital technology to engage the community in real-time polling and present CPL with the immediate results of the Community preferences and opinions. Our teams will offer an opportunity for the local residents to react and respond to a series of questions in each meeting that will help us to define the design priorities that exist in the Community. The questions will allow them to identify the types of experiences that they like or dislike in the current facility. They will be able to respond to questions regarding the experiences inside the building and outside the building in terms of the operational and functional use of space. We will talk about accessibility and features that allow the community to access the Library in an open way. We will be able to share the information with the CPL team and work with them to make information accessible to people that cannot attend the actual session. We used this process successfully on the West Park Branch and we believe we will be able to apply similar tools to the Brooklyn Branch.
- d) Vocon will lead up to (02) Programming Validation Meetings with Project Team and/or Staff Leaders to validate CPL provided program requirements.
- e) Vocon will attend one Staff Kick-off Meeting early in the Concept Design Phase.
- f) Vocon anticipates (02) design meetings with the CPL and CM team during Concept Design.
- g) Vocon will research Zoning/Planning regulations applicable to the site and prepare a written report summarizing restrictions related to setbacks, parking, landscaping, signs, building design and development/design review processes.
- h) Vocon will field verify the existing facility based on the CPL provided existing drawings. We will review the suggested deferred maintenance items and existing conditions as compared to the proposed program. Vocon will report to CPL any insufficient information within the provided documents which may trigger the need for Field Verification as an additional service.
- i) Based on your Programming/Visioning requirements for initial/ future growth and Zoning/Planning regulations, Vocon will complete up to (02) Concept Design Alternatives that address the interior and any minor exterior improvements required as part of the deferred maintenance.
- j) Construction Phasing Plans (if required) will be considered during the Concept Phase.
- k) Vocon will provide cost estimating services that parallel the CM cost estimates during the Concept Phase.
- l) Vocon will conduct bi-weekly Design Review Meetings throughout the design phase with minutes and pause meetings during Estimating Phases and as otherwise directed by CPL.
- m) Vocon will assist CPL in maintaining the CoUrbanize webpage by providing CPL with current design documentation.

2. SCHEMATIC DESIGN

- a) Based on the approved Program and the selected Concept Design, Vocon will develop a site plan, exterior elevations, and interior space plans. Preliminary selection of major interior and exterior building materials will be made during this phase.
- b) The Design Team shall engage CPL, the designated CM and Engineers to begin a dialogue regarding the site development, structural building components and mechanical/electrical/technology systems.
- c) Vocon anticipates (02) design meetings with the CPL and CM team.
- d) Vocon will attend one Staff Review Meeting in the latter part of the Schematic Design Phase.
- e) Vocon will attend one Community Review meeting at the completion of the Schematic Design Phase.
- f) Based on Schematic Design comments, Vocon will prepare up to (01) modification of the Schematic Design Package to obtain final CPL approval.
- g) Construction Phasing Plans will continue to be developed during the Schematic Design Phase.



- h) Vocon will coordinate a preliminary meeting with designated municipality to formally introduce the Project and obtain initial feedback related to the landscape and minor exterior improvements
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the Schematic Design Phase.
- j) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- k) Entitlements/Public Approvals
 1. Vocon will work with the Project Consultants to prepare a City Entitlement package for approval.
 2. Package will include site plans, floor plans, elevations, building sections (if required) renderings, materials boards, and site lighting concepts. We will assemble the information and applications and submit to secure a position on the entitlement agenda.
 3. Vocon will attend the public meetings to attain the required public approvals for the Project. Vocon assumes that approvals will be obtained with not more than (2) submissions.

3. DESIGN DEVELOPMENT

- a) Based on Schematic Design Documents approval, CPL's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Vocon shall prepare a comprehensive Design Development package for CPL review and approval. This package will include site plans, building floor plans, building sections, interior elevations, perspectives, material boards, floor plans, furniture plans, partition layouts, door locations, finish plans and ceiling plans/lighting solutions.
- b) Construction Phasing Plans will continue to be refined in the Design Development Phase.
- c) The Design Development Documents will also include outline specifications that identify major materials, systems and establish, in general, their quality levels.
- d) Vocon anticipates (02) design meetings with the CPL and CM team.
- e) Vocon will attend one Staff Review Meeting at the latter part of the Design Development Phase. Revisions required after this meeting will be an add-service.
- f) Vocon will attend one Community Review meeting at the completion of the Design Development Phase.
- g) Based on Design Development comments, Vocon will prepare up to (01) modification of the Design Development Package to obtain final CPL approval.
- h) Vocon will meet with Building Department Officials in a preliminary meeting to discuss compliance with local building codes, fire codes and other regulations applicable to the Project.
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the DD phase.
- j) Vocon will continue to identify alternates (Add and Deduct) to help maintain the project budget.
- k) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- l) During Design Development Phase, we will work closely with CPL to determine the scope of the new furniture to be purchased.
 1. Vocon will work with CPL to establish the overall look and feel of the proposed furniture package by using precedent images to guide the specifications.
 2. Vocon will provide one site visit and prepare a brief recommendation for reuse of existing furniture. Full furniture inventory will be considered an additional service.
 3. Vocon will develop a comprehensive furniture plan that identifies new furniture to be incorporated into the design solution. Furniture plans will include all furniture locations tagged to the specifications, will indicate critical dimensions and will coordinate electrical requirements.
 4. Vocon will select, specify and prepare bid documents for all new furnishings associated with the project. Vocon will establish a Basis of Design and one alternate of equal products as part of the bid documents.
 5. Vocon anticipates (02) design/review meetings with the CPL and CM team.
 6. During the bidding process, Vocon will assist CPL with the bid solicitation from a maximum of (03) furniture vendors. We will tabulate the bids and evaluate the specified alternates only.
 7. Vocon will review the final furniture quote provided by the furniture dealer on behalf of CPL and provide comments prior to order.
 8. Vocon will review the furniture installation in field and will send a list of any issues or concerns to the furniture dealer and CPL for further review and coordination.



4. ARCHITECTURAL CONSTRUCTION DOCUMENTATION

- a) Prepare Architectural Construction Documents for permitting and construction to include construction plans, construction phasing plans (if applicable), ceiling/lighting plans, door/frame/hardware schedules, finish plans and schedules, millwork plans and details, elevations, sections and architectural details.
- b) Coordinate architecture/interior design efforts with HVAC, electrical, plumbing, technology, structural and civil engineering documents prepared by Project Engineers.
- c) Project Alternates will be confirmed and identified in the construction documents.
- d) Vocon anticipates (02) document submissions and review meetings with the CPL and CM team. These will be at the 50%, and 100% completion of the Construction Documents (prior to submission to the Designated Building Department).
- e) If required, Vocon will prepare one early release permit package for Demolition and/or Hazardous Materials Abatement. The Hazardous Materials Abatement Package would be provided by CPL for incorporation into the early release permit package.
- f) Vocon will attend bi-weekly team meetings with CPL during the Construction Document Phase.
- g) Vocon will meet with Building Department Officials to establish compliance with local building codes, fire codes and other regulations applicable to the Project.

5. GMP PHASE SERVICES

- a) A single GMP set will be issued at 75% completion of CD's and a Prose Statement will be issued as a part of the GMP documents.
- b) Vocon will attend one pre-bid meeting if applicable
- c) Vocon will respond to contractor questions
- d) Vocon will attend (01) scope review meeting for each bid package that is reviewed by the CM during the GMP process. The number of scope review meetings will not exceed (4) meetings.

6. ARCHITECTURAL CONSTRUCTION ADMINISTRATION

- a) At the beginning of the Construction Phase, Vocon will issue a conformed "For Construction" set of documents. This set will incorporate the responses to bidding RFI's.
- b) Vocon will attend weekly Construction Site Meetings only as needed, but not less than (02) per month for what is anticipated to be a maximum of a 10-month construction duration to confirm that work is proceeding in accordance with the Construction Documents.
- c) Vocon will review and approve the CM Applications for payment
- d) Vocon will review Change Order Requests
- e) Vocon will provide interpretation and clarification to the Construction Documents and respond to issues arising throughout construction.
- f) Vocon will review Contractor submittals including shop drawings, product data sheets and material/finish samples for conformance with Construction Documents.
- g) Prepare required project bulletins and make recommendations on possible revisions to the project budget and schedule
- h) Once substantial completion has been established, we will schedule an on-site meeting to develop and publish (01) Project punch list
- i) Vocon will coordinate with the CM to review the completion of punch list items and secure a Certificate of Occupancy.
- j) Vocon will provide "As Designed Record Drawings" at the completion of construction. The set of documents will include the drawing information generated during the construction phase.

7. MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION & CIVIL ENGINEERING

Karpinski Engineering and. will provide MEPFP and Civil Engineering services as outlined in Attachment A.

8. LANDSCAPE ARCHITECTURE

DERU Landscape Architecture will provide Landscape Architecture services as outlined in Attachment B.

9. STRUCTURAL ENGINEERING

Barber & Hoffman, Inc. will provide Structural Engineering services as outlined in Attachment C.



PART IV - COMPENSATION

Please find below our compensation by Consultant. We have provided an Allowance for Field Verification and an Owner Design Contingency at the request of CPL. The Allowance for Field Verification will be used if the project requires extensive field measurement and/or measured drawings beyond what is anticipated in the Basic Services fees. The Owner Design Contingency will be used based on agreement between CPL and Vocon for design services that were not anticipated due to unforeseen conditions or other unanticipated project events.

A. PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	FEES
1. VOCON – Architecture/Interior Design	\$79,840.00
2. Karpinski – MEP/FP & Civil Engineering	\$40,740.00
3. Deru – Landscape Architecture	\$8,050.00
4. Barber & Hoffman – Structural Engineering	\$12,075.00
5. Crescent Digital – Audio Visual and Technology Design	\$21,546.00
6. McGuiness Unlimited – Cost Estimating	\$11,200.00
TOTAL PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	\$173,451.00
1. Owner Design Contingency (As Requested by CPL)	\$10,000.00
2. Estimated Reimbursables (NTE)	\$3,500.00
TOTAL PROFESSIONAL SERVICES / DESIGN CONTINGENCY / REIMBURSABLES	\$186,951.00

B. PROFESSIONAL SERVICE FEES BY PHASE	FEES
1. Program Validation/Community Engagement/Concept Design - 8%	\$13,876.00
2. Schematic Design – 20%	\$34,690.00
3. Design Development – 24%	\$41,628.00
4. Construction Documentation – 25%	\$43,363.00
5. GMP Phase Services – 5%	\$8,673.00
6. Construction Administration – 18%	\$31,221.00
TOTAL PROFESSIONAL SERVICE FEES	\$173,451.00

C. PROFESSIONAL SERVICE FEES BY MBE/WBE	FEES
1. VOCON – Architecture/Interior Design - WBE	\$93,340.00
2. Deru – Landscape Architecture - WBE	\$8,050.00
3. McGuiness Unlimited – Cost Estimating - WBE	\$11,200.00
TOTAL SERVICE FEES BY MBE/WBE – 60%	\$112,590.00

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows and as enumerated in the Agreement between Owner and Architect: transportation and authorized out of state travel and subsistence; reproductions, postage, shipping, handling and delivery. All expenses shall be billed to Cleveland Public Library based on 1.0 times actual cost. Any expenses beyond those listed above will require prior approval by Cleveland Public Library. Fees paid for securing approval of authorities having jurisdiction over the Project are not included and will be paid for by Cleveland Public Library.



10. AUDIO VISUAL & TECHNOLOGY DESIGN

Crescent Digital will be responsible for Audio Visual and Technology design services as outlined in Attachment D.

11. COST ESTIMATING

McGuiness Unlimited will be responsible for Cost Estimating services as outlined in Attachment E.

B. OPTIONAL/ADDITIONAL SERVICES

The following Optional/Additional Services are not included in the above-mentioned services but are available through Vocon and our Alliance Partners at an agreed upon lump sum proposal or hourly rate, as agreed to by CPL. This list includes but is not limited to:

1. Phase I & II environmental site assessments
2. Geotechnical Testing
3. Land Survey Services
4. As Constructed Record Drawings
5. Traffic studies/impact reports/surveys
6. Extensive existing furniture inventory (including tagging, measuring and documenting quantities, etc.)
7. Historic Preservation
8. LEED Administration and Coordination, including Energy Modeling and associated USGBC fees
9. Artwork/Accessory Coordination
10. Renderings, physical and virtual models, animated/video simulations, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project except as required to obtain Entitlements/Public Approvals. Each rendering will be billed at a flat rate of \$1,200 per view.
11. Branding and Graphic Design Services
12. Acoustician/Sound Engineering Service
13. Multiple Bid Packages or Early Release Bid Packages.
14. Lighting Design Services beyond those considered as "Basic Services"
15. Additional meetings beyond those specified in this proposal
16. Structural Engineering Services beyond the provided proposal
17. Attendance at Public Engagement Meetings by Engineering Consultants
18. Design considerations or solutions to preserve, display and identify Library History
19. Roofing Consultants Services

PART III – PROJECT SCHEDULE

The proposed Project Schedule is outlined below. This schedule is preliminary and is based on information provided by CPL. Vocon anticipates that we will work with the CPL team and the Construction Manager to refine this schedule based on actual Project events.

Schedule Understanding

1. Construction Document completion is estimated for July 2021 followed by (2) months for GMP/Bid/Award
2. Construction will likely begin in September 2021 and is expected to last for 10 months
3. Construction will likely be complete by July 2022

Phase Durations

- | | |
|---|-----------|
| 1. Programming and Concept Design | 3 Weeks |
| 2. Owner Review | 1 Week |
| 3. Schematic Design | 4 Weeks |
| 4. Estimate and Estimate Reconciliation | 4 Weeks |
| 5. Design Development | 4 Weeks |
| 6. Estimate and Estimate Reconciliation | 4 Weeks |
| 7. Construction Documents | 5 Weeks |
| 8. GMP Phase | 2 Months |
| 9. Construction Administration | 10 Months |



B. Optional/Additional Services

Compensation for any Optional/Additional Services will be based on either a lump sum proposal or upon the following hourly rate schedule for Vocon Services. Rate Schedules for Engineering Services are provided in separate schedules:

Principal	\$345.00	Project Architect	\$140.00
Director	\$225.00	Sr. Tech. Proj Designer 1	\$135.00
Design Director	\$200.00	Tech. Proj. Designer	\$130.00
Assoc. Design Director	\$180.00	Sr. Proj. Designer 1	\$120.00
Project Director	\$180.00	Project Manager	\$120.00
Sr. Proj. Manager	\$180.00	Architect	\$115.00
Sr. Proj. Architect	\$165.00	Proj. Designer	\$115.00
BIM Specialist	\$155.00	Workplace Strategist	\$115.00
Sr. Tech. Proj. Designer	\$150.00	Designer	\$ 85.00
Sr. Proj. Designer	\$140.00	Intern - Co-op	\$ 75.00

We appreciate the opportunity to work with you and look forward to your review of our Proposal. We understand that the approved proposal and the Owner Architect Agreement will have to be approved by the CPL Board of Trustees. If you should have any questions regarding this Proposal, please do not hesitate to contact Laura Rees or Lisa Dye directly.

VOCON PARTNERS, LLC:

November 11, 2020

Signature

Date

Debbie Donley, Principal

Printed Name and Title



Debbie Donley
Principal



Laura Rees
Practice Leader
Architecture



Jodi van der Wiel
Architectural Leadership



Arlene Watson - Mobius Grey
Graphics
Community Leadership



Lisa Dye
Interiors Leadership



Daniel McDonald
Technical Project Designer



Abby Baker
Designer



NICOLE BARNES
Designer

ARCHITECTURE

INTERIORS

VOCON SUPPORT

**PROCUREMENT
STRATEGY
FURNITURE
COORDINATION**

CORE CONSULTANTS

MEP
KARPINSKI ENGINEERING
Matt Murphy, Mechanical
Dave Woytek, Electrical
Christopher Bednar, Civil
Ryan Smith, Technology/Security

STRUCTURAL
BARBER & HOFFMAN
Jon Leuthaeuser

COST ESTIMATING
MCGUINNESS UNLIMITED
Erin McGuinness

LANDSCAPE
DERU LANDSCAPE
Jayme Schwartzberg

TECHNOLOGY
CRESCENT DIGITAL
Mike Heines

CORE TEAM

vocon.

ATTACHMENT A

CPL – Brooklyn and Sterling Branches Scope vs Budget Review

Project Number:	M2020-0171	Date:	08-24-2020
Project:	CPL – Brooklyn & Sterling Branches	To:	Dean Spong
Subject:	Scope vs Budget Review	From:	Dave Woytek, Matt Murphy & Chris Bednar

On August 17, 2020, Karpinski Engineering met the CPL Team on site to review the existing conditions. We compared our observations with the scope of work indicated in the 2019-2029 Facilities Master Plan. We then compared the February 7, 2019 cost estimate with what we believe is the scope of work.

This report is not intended to be a comprehensive list and may not include all items needed in the actual scope of work, but we believe are major discrepancies and should be noted.

The following items shall be addressed:

Brooklyn Branch

Plumbing

1. The scope of plumbing renovations is appropriate, and includes repairs and addition of roof drainage. We will need to determine whether CPL will accept reuse of the gas-fired water heater. (Electric point of use is their preference – based on facilities standards.)
2. The plumbing budget of \$7.50 / s.f. is probably appropriate, based on “Major Reno”.

HVAC

1. The scope of HVAC work described in the masterplan is appropriate. The masterplan calls for all new HVAC equipment: air handling, cooling, heating boilers, and pumps. Some ductwork may be reusable, depending on how closely the renovated floor plan matches the existing floor plan – and the extent to which spaces are left open or enclosed.
2. The budget for HVAC is carried as “Marjo Reno” but should be considered as closer to “New” at \$30/sf. KE suggests a budget of \$25/sf. This is based on the extent of equipment and systems being replaced.

Fire Protection

1. The basement has a limited area sprinkler system. It is assumed this will remain, and no fire protection work is required.

Electrical

1. The scope of new power distribution system, new lighting and a new fire alarm system is appropriate.
2. The \$14.75 s.f. cost for electrical is inadequate. The electrical cost per s.f. should be approximately \$26.00.

Sterling Branch

Plumbing

1. The type and condition of plumbing systems and the scope of work is identical to that of Brooklyn.
2. The plumbing budget of \$7.50 / s.f. is probably appropriate, based on “Major Reno”.

HVAC

1. The type and condition of plumbing systems and the scope of work is identical to that of Brooklyn.
2. As with Brooklyn, the budget for HVAC should be treated as closer to “New” at \$25/sf.

Fire Protection

1. The basement has a limited area sprinkler system. It is assumed this will remain, and no fire protection work is required.

Electrical

1. The scope of new lighting and a new fire alarm system is appropriate.
2. The scope of maintaining the existing electrical system is incorrect. The existing main distribution system is aged and beyond its useful life. A new main distribution system is required for future expansion.
3. The \$22.00 s.f. cost for electrical in new construction is inadequate. The electrical cost per s.f. should be approximately \$29.00.
4. The \$14.75 s.f. cost for electrical in major renovated spaces is inadequate. The electrical cost per s.f. should be approximately \$26.00.



August 21, 2020

Ms. Laura Rees
VOCON
3142 Prospect Avenue
Cleveland, Ohio 44115

Subject: Cleveland Public Library (CPL) Brooklyn Branch – Civil Proposal

Ms. Rees,

Thank you for the opportunity to provide our proposal for professional engineering services for this project.

SCOPE OF PROJECT

It is our understanding that the project consists of performing professional engineering services for the renovation of the Brooklyn Branch building at 3706 Pearl Road, Cleveland, Ohio.

The professional engineering services included in this proposal are:

1. Civil Engineering services

This proposal is based upon the following:

1. CPL's RFQ and Addenda.
2. CPL's master plan summary.
3. Renovated construction area is 5,800 square feet.
4. Estimated total construction cost is \$1,509,668.
5. Investigate and provide plans for improvements to the existing front entry steps.
6. ADA accessibility to the front and rear doors.
7. New patio on the north side of the building.
8. Investigate and provide plans for improvements to the existing sidewalks.
9. Obtaining all governmental and utility approvals.
10. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.
11. The scope and services summarized within this proposal, as well as the summary of services not included.
12. Timely receipt of information required as summarized in this proposal.
13. The architect/owner will provide the site topographic survey and base map in Autocad including tin and survey data points.
14. The project team's structural engineer will design all site retaining walls over 3 feet tall.
15. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

BASIC SERVICES

The following is included as part of our basic services for the proposed project:

1. Expenses necessary for the normal exchange of information, including standard electronic media and standard delivery methods.
2. A fixed number of meetings, site visits and construction observation visits, as defined herein.
3. Coordination with your office to support timely project delivery which may include design requirements, approvals, intermediate reviews and quality checks as necessary to complete our scope of work per the project schedule.
4. Field verification of ADA site accessibility for parking and accessible path to the front entry.
5. Field evaluation of existing sidewalk and parking lot pavement.
6. Civil/Site Engineering Construction Plans and Details.
7. Coordination of the required permit applications and permits with the local, state, and public or private utilities regarding site development related items.
8. Assistance with local zoning submittals, site specifications, site submittals to appropriate agencies for review and approval, site approvals from the City Engineer, etc.
9. A separate fee is provided for **LEED®** related engineering and design services. We will assist in the **LEED®** certification process as it pertains to the Civil/Site systems. We will perform the following **LEED®** services:
 - a. We will develop Civil/Site systems **LEED®** submission data in a format prescribed by the USGBC.
 - b. We will upload data to the project **LEED®** online web page. The data will be uploaded for a design phase review and a construction phase review should two uploads be required.
 - c. We will develop a Basis of Design document per the **LEED®** requirements.
 - d. Should an independent Commissioning Agent be retained, we will respond to their review comments.
 - e. We will respond to USGBC review comments related to our portion of the work.
 - f. It must be recognized that we have no control over the following: the Owner's use and operation of the Civil/Site systems, services provided by the Architect and other Consultants, work performed by the Contractors, or the interpretation of credit requirements by the certifying authority. Accordingly, we do not warrant or represent that the project will achieve the Sustainable Objective solely with respect to our scope of services.
10. Probable Costs of Construction - We assume a Construction Manager will be retained by the Owner and will be responsible for cost estimating of the Civil/Site related work scope. For review of budgets or probable costs of construction prepared by others, our developed costs will represent our professional judgment based on current market conditions and our knowledge of the project as outlined by your office. It must be recognized that we have no control over the following: the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, we do not warrant or represent that bids or negotiated prices for this project will not vary from our estimates.

11. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

ADDITIONAL SERVICES

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services. The following items are not included in Basic Services and will be performed as additional services at our current hourly rates.

1. Services related to Building Information Modeling (BIM).
2. Services related to the re-zoning process, including attendance at local municipality meetings and the compilation and submission of materials required for planning reviews.
3. Evaluation of contractor proposed substitutions.
4. Additional meetings and site visits in excess of those defined herein.
5. Requested field visits performed between the hours of 7PM and 7AM.
6. Field visits to verify completion of final punch list items.
7. Additional studies or design work requested by your office or design services not customarily provided in accordance with generally accepted engineering practice.
8. Additional design work required for the preparation of alternates when the alternates require separate design documentation.
9. Services related to the compilation and submission of materials required for the application of tax credit or other incentive based programs on behalf of the Owner or other beneficiary.
10. Our basic scope of services applies to the preparation of construction documents for one construction bid package. The provision of multiple sets of documents for multiple construction bid packages is considered additional services.
11. Our basic scope of services applies to one continuous Construction Administration phase. Additional engineering services and related documents or field visits required to support multiple construction phases are considered additional services.
12. Our basic scope of services applies to the standard Design/Bid/Construction project delivery method. Additional Engineering Services and related documents or field visits required to support fast track project delivery methods are considered additional services. The use of other delivery methods, such as Design/Build, Design Assist, or Integrated Project Delivery (IPD), will require a re-evaluation of the engineering design fee included herein.
13. We believe "value engineering" is a part of good engineering practice throughout the design phases of the project, and we will work with the entire design team in this effort. However, meetings, negotiations and redesign work required to reduce costs after the CD phase begins will be considered additional services.

SERVICES NOT INCLUDED

The following items are not included in our basic scope of services:

1. Offsite Improvements (i.e. deceleration lanes, lane widening, signalization, etc.).
2. Traffic and Signalization.
3. Parking Gate system design.
4. Environmental Services.
5. Retaining wall design (except landscape walls < 3ft. in height).
6. Surveying and Base Mapping services
7. Geotechnical services.
8. Underground utility locating services (public right of way or private locations), including mapping, physical markings, and/or determining the integrity of existing underground or under slab systems.
9. Stream or Wetland (delineation, permits and/or mitigation).
10. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.
11. The retention of the services of a contractor to assist in the verification of field conditions. Since we are not certified or approved to perform certain services, such as confined space entry (entering manholes, etc.), it may be necessary to utilize the services of outside contractors.
12. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed underground or in existing construction or incapable of investigation by reasonable and safe visual observation.
13. Testing of contractor installed systems. We will review and comment on service manuals submitted by contractors.
14. Documentation and application for code variances, appeals, or similar efforts including attendance at related meetings or hearings, unless specifically included in Basic Services.
15. Obtaining permits (i.e. driveway, curb cuts, building, local jurisdictional permits, etc.).
16. Pump station design and/or EPA water and sewer main extension applications or permits.
17. Providing coordination drawings related to the construction trades.
18. Chemical Hazard Analysis related to chemical hazards.

19. Soil Gas Mitigation analysis and Engineering of mitigation systems.
20. Design of Site Dewatering systems to enable construction.
21. Any other engineering and design related services not specifically included under Basic Services and Basic Services Phasing.

INFORMATION WE REQUIRE

For the purposes of this project, the following information must be supplied by your office. Karpinski Engineering will attempt to verify the information provided to the extent reasonably possible, but has the right to expect and rely upon the information provided to be correct, accurate and complete. Required Information includes, but is not limited to:

1. Copy of the current construction budget, if available.
2. Copies of previous contract record, or “as-built” drawings, showing existing structures, services, and utilities in as much detail as is possible.
3. Copy of facility design standards, if available.
4. Copy of geotechnical report, if available.
5. Copy of proposed schematic layouts, preliminary site plans, building plans, etc. to be provided to Karpinski Engineering in a full-sized hard copy drawing format and an electronic drawing format.
6. ALTA Survey & Title Commitment, if available. Survey is to be provided to Karpinski Engineering in a full-sized hard copy drawing format and an electronic drawing format.
7. Electronic drawing background files, including electronic templates and submission information required for each design milestone (submission title, date, etc.).
8. Specification templates, including required information for headers and footers.
9. Latest Civil site survey indicating underground utilities (natural gas, water, storm, sanitary, electrical and telecommunications). If this information is not available, Karpinski Engineering can contract with a certified surveyor, the cost of which will be charged as a reimbursable expense.
10. Project schedule approved by Owner indicating design milestones and review timelines.
11. An electronic file of completed drawings and specifications issued for each phase of the project design for our office records.
12. An executed copy of the prime agreement between the Owner and Architect. Fees and costs stated in the agreement may be deleted.

BASIC SERVICES PHASING

We will coordinate with your office at each phase of the project as described below. We assume your office will oversee overall project coordination including, but is not limited to, exchange of project design needs of all

team members, adequate time to perform quality reviews, adequate time to respond to and incorporate Owner review comments, and adequate time to support any other design requirements needed to complete project scope per the design schedule. Note that substantial changes in project scope, including adjustments to floor plans and/or the model, that occur during the week a submission is due, may not be incorporated until the next phase.

We understand the project includes the following phases:

1. Programming
2. Schematic Design (SD)
3. Design Development (DD)
4. Construction Documents (CD)
5. Bid / Guaranteed Maximum Price (GMP) Documents
6. Construction Administration (CA)
7. Closeout

The following services will be provided in the appropriate phase:

1. We will review existing conditions and available record documents to determine conditions affecting this project.
2. We will participate in the code review process as related to Civil/Site design.
3. We will provide a written narrative for the Schematic Design phase of the Civil/Site work for the deliverable.
4. Our narrative will be suitable for the generation of a preliminary probable cost of construction by others.
5. Preliminary Site Civil plan will indicate proposed schematic site layout, grading, utilities, and storm retention/detention.
6. We will review and comment upon the Civil/Site construction budget as requested.
7. We will provide construction drawings and specifications setting forth in detail the construction requirements for the project. Specifications will be based on standard Karpinski Engineering three part master specifications, coordinated with your formatting.
8. We will provide GMP drawings and specifications at the completion of a pre-determined milestone of CD progress. As part of the GMP deliverables, we will provide a GMP narrative outlining work scope that has yet to be completed in order for such scope to be included in the GMP pricing. After submission of the GMP deliverables, we will continue with the production of final construction drawings and specifications.
9. At the completion of the CD phase we will transmit an electronic copy of the final Contract Documents (construction drawings and specifications). Karpinski Engineering only authorizes the client to use the final Contract Documents for contractors, sub-contractors and suppliers in the course of business for bidding, purchasing and constructing the work shown on the documents. Unauthorized reuse of the final Contract Documents for other purposes or other projects is prohibited without the expressed written consent of Karpinski Engineering.

10. During the Bidding phase we will provide assistance in obtaining bids or negotiated proposals, and contract award, as requested.
11. After the Bidding phase, we will provide Conformance Documents indicating accepted or declined alternates as well as any addenda or responses to RFI's issued during the Bidding phase.
12. During the CA phase we will respond to the plan review by the local authority having jurisdiction and will provide construction administration as it pertains to our portion of the work, including responding to RFI's.
13. Interpretation necessary for the proper execution of work progress will be made and recommendations will be provided concerning changes in the work. We will review shop drawings for general conformance with the intent of the Contract Documents. We will not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or construction safety.
14. A written construction observation report will be provided after each field visit. Construction observation includes general monitoring for conformance with design intent and is not a guarantee that the contractor has performed the work in complete compliance with the Contract Documents or applicable codes. The last report will be considered a final punch list.
15. The terms of this agreement extend through a 12-month construction period. CA services beyond this duration will be provided as an additional service.
16. The preparation of electronic record drawings is not included. If requested, a fee will be provided near the conclusion of the project when the extent of the deviation from the Construction Documents is better realized. Since record drawings are prepared based on unverified information provided by others, we will make no guarantee of their accuracy or completeness.
17. An additional field visit to verify completion of final punch list items is not included.

MEETINGS AND SITE VISITS

DESCRIPTION	QUANTITY INCLUDED
Attendance at existing condition site visits.	As Required
Attendance at city planning meetings.	Not Included
Attendance at coordination meetings during the design phase(s) to review our design progress.	3
Attendance at pre-bid meeting and bid review meetings.	Included

Attendance at pre-construction meeting.	Included
Attendance at construction meetings and/or field observation visits.	2
Meetings and/or field visits in addition to those indicated above will be performed upon request as additional services at our current hourly rates, plus reimbursable expenses.	Additional Service

COMPENSATION FOR BASIC SERVICES

Our compensation for the provision of Basic Services is indicated below and does not include reimbursable expenses.

BASIC SERVICES PER PHASE	FEE
Program Verification / Concept Design (We assume we are not part of Community Engagement.)	\$250.00
Schematic Design	\$1,000.00
Design Development	\$1,800.00
Construction Documents	\$2,250.00
Bid / Guaranteed Maximum price	\$250.00
Construction Administration	\$1,000.00
Closeout	\$250.00
Total	\$6,800.00

COMPENSATION FOR SUPPLEMENTAL SERVICES

The following Supplemental Services are not included as part of our Basic Services. However, should these services be desired, our proposed compensation is indicated below and does not include reimbursable expenses.

SERVICES	FEE	ACCEPTED?
Design Services related to LEED® Certification – 16 hours of effort provided	\$2,250.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

REIMBURSABLE EXPENSES

Certain expenses may be incurred during the course of the project and are not included in our basic scope of services. The following items will be considered Reimbursable Expenses:

1. Expenses related to obtaining permits and related approvals from local authorities having jurisdiction.
2. Expenses related to the retention of the services of contractors, surveyors, etc. if required to assist in the verification of field conditions. Should retention of contractors fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the contractor’s fee to cover our efforts and expenses.
3. Expenses related to the retention of the services of sub-consultants to perform work scope as described under “Services Not Included”. Should retention of sub-consultants fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the sub-consultant’s fee to cover our effort and expenses”.
4. Expenses related to obtaining a project specific professional liability insurance policy if required to supplement the coverage provided by our current professional liability insurance policy.
5. Expenses related to project specific on-line documentation management services.
6. Expenses related to specialized equipment rental.
7. Printing Expenses associated with the printing of Permit and / or Construction / Bid Documents, as well as related Addenda, Bulletins, Change Orders, etc.
8. Delivery service costs as required for the prompt exchange of information where normal methods are not practical.
9. **LEED®** expenses related to USGBC registration, USGBC certification and appeals fees or third party commissioning agent's fees.

Reimbursable expenses will be in addition to compensation for Basic Services and approved Additional Services, and will be invoiced at our cost.

ESTIMATED (MAXIMUM) REIMBURSABLE EXPENSES
\$125.00

HOURLY RATES

Compensation for Additional Services will be mutually developed on an hourly basis. Our current hourly rates are as follows:

STAFF	HOURLY RATE
Principal	\$190
Senior Associate	\$160
Associate	\$145
Senior Project Manager	\$140
Construction Coordinator	\$125
Senior Project Engineer	\$125
Senior Project Designer	\$110
Project Engineer	\$100
Project Designer	\$95
Engineer	\$90
Designer	\$80
Technician	\$70
Administration	\$60

INVOICING AND PAYMENTS

Karpinski Engineering will invoice our Services on a monthly basis. Payment is required within thirty (30) days from the date of the invoice statement, unless other payment terms have been agreed upon by both parties. If this agreement is terminated for any reason by either party, Karpinski Engineering shall be compensated for services provided and expenses incurred as of the date of termination.

ELECTRONIC MEDIA

Should an electronic copy of digital data and related contract documents be required by a third party after completion of design, a release form summarizing the terms of use will be provided that requires signature from the user(s). Additional compensation may be required.

INTELLECTUAL PROPERTY

All non-public data and information developed or conceived by Karpinski Engineering which pertains to its products (including all forms of digital data and related contract documents), methods, services or business, whether or not patentable under copyright, trademark or some other basis, is the sole and exclusive property of Karpinski Engineering.

INDEMNIFICATIONS

The Client/Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless Karpinski Engineering from the following, including reasonable attorney's fees and defense costs:

1. Any and all damage, liability, costs or expenses, to the extent caused by their own negligent acts, errors or omissions, including those of anyone for whom they are legally liable, arising from this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Karpinski Engineering shall not be responsible for the acts or omissions of the Client/Architect, Client/Architect's other consultants, contractor, sub-contractors, their agents or employees, or other persons performing any of the work.
2. Any and all damage, liability, cost or expenses, should fast track project delivery methods be utilized which result in design changes and modifications of portions of the work already completed.
3. Any and all damage, liability, cost or expenses caused by the work of any contractor that is not properly licensed, adequately insured and bonded and/or approved (if required) by the local municipality to perform work within the municipal boundaries.
4. Any and all damage, liability, costs or expenses, should the Client/Architect elect not to retain Karpinski Engineering for construction administration services during the construction phase, to the extent resulting from construction issues caused by the non-conformance with our design intent, non-conformance with code requirements, Civil/Site performance, and/or construction performance, including those of anyone for whom the Client/Architect is legally liable, arising from this project.
5. Any and all damage, liability, costs or expenses, to the extent caused by the unauthorized reuse of digital data and related contract documents, without limitation, including use on future project modifications by others.
6. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering from and against all claims, costs, liabilities and damages, arising in any way from decisions made by the Owner, their Representatives, other Consultants, Contractors, or any other party during the design and/or construction phases as a result of a cost reduction (value engineering) process, including, but not limited to, decisions made without our knowledge or consent that may conflict with our engineering recommendations, industry standard design recommendations and/or national, regional or local code requirements.

The Client/Architect agrees to include the above Indemnifications in their Contract with the Owner should the provisions not already be included in aforementioned Contract. In addition, Karpinski Engineering recommends the Client/Architect review such Indemnifications on their own behalf or on behalf of the entire design team.

MISCELLANEOUS PROVISIONS

Standard of Care – In providing services under this Agreement, Karpinski Engineering 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 and locations. Regardless of any other term or condition of the Agreement, Karpinski Engineering makes no express or implied warranty of any sort, nor does it express or imply any fiduciary responsibility towards the Client/Architect whatsoever.

Professional Limitation – Karpinski Engineering has been retained to provide the professional engineering services summarized above and its obligations are limited to these services without any other responsibilities or obligations. Karpinski Engineering bears no responsibility for project funding and/or financial performance of the project.

Disclaimer of Consequential Damages - Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred for any cause of action whatsoever.

Dispute Resolution - Any claim, dispute or matter between the client and Karpinski Engineering arising out of or related to this agreement shall be subject to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall agree to the selection of a mediator and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by a litigation process subject to local jurisdiction legal policies and practices, unless the parties mutually agree otherwise.

Limitation of Liability - 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 and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, including attorney and/or expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed **(\$100,000)** (the Consultant's professional liability insurance policy limits). 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.

This document represents our total agreement and supersedes any prior representations. Any amendment must be in writing and signed by both parties. This agreement shall be governed by the laws of the state in which the project is performed. In the event that any term or clause of this agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulations, but the remaining provisions of this agreement shall continue in full force and effect.

Should a separate contract be utilized, such as AIA Document C401 *Standard Form of Agreement Between Architect and Consultant*, and if conflicts arise between the two, the terms and conditions of this proposal shall apply. This proposal shall remain in effect for Ninety (90) days, unless Karpinski Engineering agrees to another time period in writing.

To serve as our agreement, sign and return a copy of this proposal. If authorized to proceed prior to our receipt of a signed copy of this document, Karpinski Engineering shall consider this to be a binding agreement including all of the requirements and conditions contained herein.

Should you have any questions relating to this proposal, please do not hesitate to call. I will be pleased to personally review it with you upon your examination.

Sincerely,



Christopher Bednar, PE
Director of Civil
Karpinski Engineering

ACCEPTANCE OF VOCON

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Project #: _____

Purchase Order #: _____



ATTACHMENT B

August 25, 2020

**Cleveland Public Library, Brooklyn Branch: Scope and Fee Proposal
Landscape Architectural Services**

Program Verification / Community Engagement / Concept Design:

- Site Analysis: Conduct an inventory of the existing site to determine the health and viability of existing vegetation, adjacent uses, site assets and liabilities.
- Recommended site improvements from Master Plan include:
 - Functional improvements such as better pedestrian connections to surrounding housing and schools, improve visibility of entry, and enhanced wayfinding.
 - User enhancements such as outdoor reading garden, and better site furnishings.
- Design considerations to include: overall impression for patrons, security, natural viewsheds, outdoor amenities, pedestrian and vehicular circulation, maintenance, and stormwater management.

Schematic Design:

- Conceptual Site Plan: Consult with the Vocon team and ownership as we develop plans. Begin to develop a plant palette, ideas for site amenities and furniture options.
- Work with civil engineers to make sure the practical necessities and the amenities are well coordinated.
- Conceptual Visualizations: Provide renderings and/or precedent images of design concepts to help the client understand the design intent
- Present Concept Plans and Visualizations to client for review and comment. These should help them understand the differing options and feel confident in the approach with which they want to proceed.
- Incorporate comments from client into a revised plan.

Design Development:

- Provide color plans, plant palette, material and furnishing palette and updated renderings for public approval process.
- Attend meetings as necessary to review plans with the city.
- Make any necessary adjustments based on design or cost concerns.
- Work closely with the design team on development of coordinated plans.
- Meet all deadlines for coordination and submittals.

Construction Documents:

- Upon approval by the client and the architect prepare Construction Documents suitable for bidding and permitting. Documents to include landscape plans, site material plans, site furnishing plans, specifications and details.
- Grading, drainage and stormwater management to be coordinated with Civil.
- Issue 60% CDs for GMP set
- Issue 100% CDs

GMP Services

- Scope review with contractor

- Respond to questions and provide clarification during bidding or contractor review.
- Update drawings should any addendum be issued during bidding.

Construction Administration:

- Meet with contractors to review drawings and answer questions.
- Review all shop drawings and contractor submittals.
- Conduct site inspections for quality and design adherences.
- Provide punch-list prior to final completion.

The not-to-exceed fees for the work described above will be

Program Verification / Community Engagement / Concept Design:	\$ 1,550.00
Schematic Design:	\$ 1,250.00
Design Development:	\$ 1,250.00
Construction Documents:	\$ 1,200.00
GMP Services:	\$ 1,200.00
Construction Administration:	\$ 1,200.00
Total:	\$ 7,650.00

Additional activities requested by you or the owner will be billed at \$100 per hour for the principal, and \$80 per hour for associates. Expenses for reproductions of presentation drawings will be reimbursable, not to exceed \$350. Invoices will be sent at the end of the month with payment due in 30 days.

Please don't hesitate to contact me if you have any questions or require additional information.

Sincerely,



Jayme Schwartzberg
Owner, DERU Landscape Architecture

vocon.

ATTACHMENT C

August 21, 2020



BARBER & HOFFMAN, INC.

Consulting Engineers

Laura Rees
vocon
3142 Prospect Ave E
Cleveland, OH 44115

Re: Cleveland Public Library – Brooklyn Branch
Cleveland, OH
Proposal for Structural Engineering Design Services
BH 20095

Dear Laura,

We are pleased to submit this proposal for providing structural engineering services for the above referenced project in the Brooklyn Centre neighborhood of Cleveland, Ohio. Based on information provided by your office, the project consists of renovation of the original building constructed in 1919 (renovated in 1984).

The existing building is a single story with basement, with an area of approximately 5,800 square feet. The construction cost is \$1.5 million. Design services are scheduled to begin in early 2022.

Scope of Services

Our basic scope of services includes providing the structural engineering and detailing for the following items:

1. **Modifications to existing window openings** in the façade along Mapledale Avenue.
2. Analysis of existing roof structure for support of new mechanical units and fall protection, including reinforcing of the existing structure, if required.
3. Repair of deteriorated basement walls.

In addition to the aforementioned scope noted above, our work will also include:

1. Preparation of structural design and the required drawings for inclusion in the bidding/construction documents.
2. Preparation of technical specifications for the pertinent structural sections.
3. Offering consultation to the architect and other consultants on items of structural issues.
4. Attending design coordination and progress meetings.
5. Reviewing structural construction submittals.
6. Issuing clarifications, etc., during construction, if required.
7. Field visits at appropriate intervals during construction. A maximum of one field visit is included in our basic services fee.

PRINCIPALS

Ronald M. Czaplinski
Michael R. Miller

ASSOCIATE PRINCIPALS

Niru S. Dabholkar
Jon T. Leuthauser
James D. Pospisil

ASSOCIATES

Brad A. Boomer
James M. Colella
Alexandra S. Koepf
Michael A. Mazzocco
Tyler J. McGrady

David W. Deaton
Mark D. Heinzen
Andrew J. Kovarik
John A. McElhinny

2217 East 9th Street
Suite 350
Cleveland, OH
44115-1257
216.875.0100

Proposed Basic Fees

We propose to furnish the aforementioned services for a fixed fee of **\$11,500** (including escalation) plus reimbursable expenses, at cost. Unless directed otherwise by your office, we propose to invoice as follows:

Schematic Design	-	15%
Design Development	-	30%
Construction Documents	-	30%
Bid/GMP	-	5%
Construction Administration/Closeout	-	20%

Additional Services

It is our understanding that drawings are available for the existing building, and that a survey will not be necessary. Field work to determine the existing structural member sizes is not included in our basic services fee, and will be considered additional services, if necessary.

Other than repair of the basement walls, reinforcement or replacement of existing framing due to deterioration of the existing structure is not included in our basic fee. If necessary, we can provide an additional service fee for this work when the scope is identified.

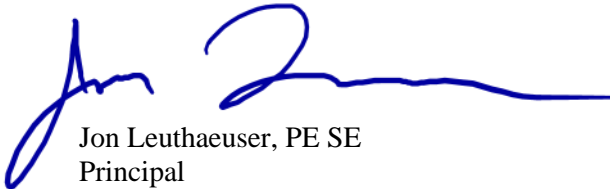
Services not covered in our basic services fee, but if required, will be invoiced on an hourly basis:

Principal	-	\$200.00
Associate Principal	-	175.00
Senior Associate	-	150.00
Associate	-	130.00
Senior Engineer	-	110.00
Engineer	-	100.00
Designer	-	90.00
Senior Drafter/Technician	-	85.00
Technician	-	70.00
Clerical	-	65.00
Intern Engineer	-	60.00

Once again, we thank you for this opportunity and we look forward to working with you and your design team.

Very truly yours,

BARBER & HOFFMAN, INC.



Jon Leuthaeuser, PE SE
Principal

vocon.

ATTACHMENT D

**Cleveland Public
Library
Brooklyn Branch**

**Technology Design
and Engineering**

*Crescent Digital Deliverable
Definition For
vocon partners, LLC*





**PROPOSAL FOR AV DESIGN AND ENGINEERING
FOR THE CLEVELAND PUBLIC LIBRARY –
BROOKLYN BRANCH
3706 PEARL ROAD, CLEVELAND, OHIO 44109**

vocon partners, LLC

June 24, 2020

Summary Contents

Project

Qualifications-Relevant Experience

Project Team

Base Deliverable

Timetable

Investment

Project

- **Brooklyn Branch Library of the CPL System Renovation and Addition Project**
- **AV, CCTV, Access Control, Network and Infrastructure System Design Build**
- **Development of base system functionality and control**
- **CAD Set Delivery**
- **For purpose of coordination – Crescent Digital will perform all work designed**

Qualifications – Engineering Design/Build

- **Senior level design staff**
- **Large project design capability – Rocket Mortgage Fieldhouse, Willis Towers Watson, UBS Financial Services, Key Tower Marriott, Centennial, LVMH/Moet Hennessy, Adcom Group**
- **Turn-Key Through Implementation and Support**
- **Proven Process**
- **Depth of Experience**

Project Team

- **Management** Mike Heines
- **Design Lead** Scott Sheldon
- **Design Staff** Rebecca Katricak
- **Control** Adam Christian
- **Schematics/Draw** Mark Griffin, Loomis Martin
- **Documentation** Jason Cook

Base Deliverable - Systems

- ❑ **Process, Functionality, System Capability, Schematics, Draw**
- ❑ **Definition Of CPL Technology Standards For All Locations**
- ❑ **Display Matrix – Internal, External Definition, Layout and Development**
- ❑ **Audio System Definition, Layout and Development**
- ❑ **CCTV System Definition, Layout and**
- ❑ **Access Control – Building, Spaces Definition, Layout and Development**
- ❑ **Infrastructure, Racking and Termination For Low Voltage – Definition and Pathways**
- ❑ **Network Definition, Layout and Development**
- ❑ **Lighting Control Definition, Layout and Development**
- ❑ **Soundmasking System Requirements - Definition, Layout and Development**
- ❑ **Conferencing Spaces, Meeting Spaces Definition, Layout and Development**
- ❑ **Control System Definition, Layout and Development**
- ❑ **System Functionality Matrix and Definition**
- ❑ **GMP Proposal Submission With Drawings/Schematics**
- ❑ **Contract Documents**

Timetable

- **Begin Design Project** **January 1, 2022**
- **System Design Delivery** **September 1, 2022**
- **GMP Proposal On Design** **November 1, 2022**
- **System Delivery** **October 1, 2023**

Investment

- **Concept Design** **\$4,200**
- **Design Development** **\$8,400**
- **AV Draw-Schematics** **\$5,400**
- **GMP Services** **\$2,520**
- **Crescent Digital will perform all project management and installation work for systems designed.**



ATTACHMENT E



FEE PROPOSAL
Cleveland Library System
Brooklyn Branch

6.23.2020

Attn: Ms. Laura Rees, RA, NCARB
Practice Leader, Architecture
Vocon

Scope Professional Cost Estimating Services as follows:

Breakdown of Fee

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1 Concept estimate	8	162	\$1,296.00
2 SD estimate - based on CSI format	20	162	\$3,240.00
3 DD estimate - based on CSI format + reconciliation w/ CMR	32	162	\$5,184.00
4 Review CMR Estimate at CD and provide comments	4	162	\$648.00
5 Drawing Reproduction (reimbursable)	1	300	\$300.00
			\$10,668.00

Clarifications

*Fee based on a 6700 sf renovation w/ a construction budget of \$1.8 million.
Cost estimating to occur from January 2022 to September 2022
FF+E Cost estimating (Furniture, tech equipment) by others*

Sincerely,

A handwritten signature in blue ink that reads 'Erin McGuinness'.

Erin McGuinness, PE
President



November 11, 2020

Bryan K. Szalewski, Esq.
Senior Legal Officer
Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CLEVELAND PUBLIC LIBRARY – STERLING BRANCH – ADDITION AND RENOVATION
VOCON PROJECT #: 200285.00**

Dear Bryan:

Based on your request for Vocon to complete Design and Implementation Services for the Cleveland Public Library (CPL) – Sterling Branch Project, please find herein our Proposal for Professional services. We have organized this Proposal into (04) parts; Part I identifies Project Overview, Part II describes Professional Services, Part III defines the anticipated Project Schedule and Part IV addresses Compensation.

PART I - PROJECT OVERVIEW

Vocon is excited to begin working with CPL as they begin to implement their Master Plan. We understand that there are Design Principles that CPL will want to use as touchstones throughout the renovation process. These principles include the following: Reorganize, Rebalance, Reconfigure, Remove, Reveal and Retain. Vocon will work with CPL to revisit these touchstones regularly. The following points are provided to summarize some of the data we have been discussing.

- a) The Sterling Branch of the CPL is located at 2200 E 30th St, Cleveland, OH 44115.
- b) The original Sterling Branch was opened in 1913; the building was updated in 1985. The building is not on the historic register.
- c) The existing building has approximately 7,000 square feet with 6,500 SF of renovation.
- d) Construction Costs: \$2,232,547.00
- e) Furniture, Fixtures and Equipment Budget: \$140,000.00
- f) The Sterling Branch will include a new 2,200 sf addition
- g) Opportunities for expanded parking will be explored as part of the project site studies.
- h) The Library will require all new library shelving, furniture and millwork.
- i) There is a preference that the Library remain open throughout the construction process.
- j) Deferred Maintenance items as identified by CPL will be part of this renovation project estimated at \$295,083.00
- k) The Vocon Core Team of consultants and key personnel are identified in the attached Project Team Organization diagram
- l) This project will include the use of BIM Documentation
- m) Vocon will include necessary changes to the "Desigo" building controls system as part of the project scope.
- n) Owner Responsibilities will include, but will not be limited to:
 1. Construction Manager engagement
 2. Geotechnical Engineer/Testing engagement
 3. Land Surveyor engagement
 4. Provide a space program, that Vocon will review/verify with the CPL team.
 5. Provide the standards that CPL has developed and that will apply to this project.
 6. Provide an equipment list (Computers, IT/AV/Telecom) that CPL has developed and that will be included in the design and construction documentation



PART II – PROFESSIONAL SERVICES

A. PROFESSIONAL ARCHITECTURAL/INTERIOR DESIGN AND ENGINEERING SERVICES

1. PROGRAM VALIDATION/COMMUNITY ENGAGEMENT/CONCEPT DESIGN

- a) Vocon will schedule a Project Kick-Off Meeting with CPL Representatives to discuss Project goals and objectives, Team member roles and responsibilities, Project decision-making process, Project Budget and Schedule Review, and Review Project information completed to date.
- b) Vocon will attend one Kick-off meeting with CPL to discuss community engagement that has been performed to date and to plan what the Staff/Community Engagement will look like.
- c) Vocon will lead a total of (03) Community engagement sessions through the Design Phase by preparing various presentations with appropriate discovery questions and design content. We will use digital technology to engage the community in real-time polling and present CPL with the immediate results of the Community preferences and opinions. Our teams will offer an opportunity for the local residents to react and respond to a series of questions in each meeting that will help us to define the design priorities that exist in the Community. The questions will allow them to identify the types of experiences that they like or dislike in the current facility. They will be able to respond to questions regarding the experiences inside the building and outside the building in terms of the operational and functional use of space. We will talk about accessibility and features that allow the community to access the Library in an open way. We will be able to share the information with the CPL team and work with them to make information accessible to people that cannot attend the actual session. We used this process successfully on the West Park Branch and we believe we will be able to apply similar tools to the Brooklyn Branch.
- d) Vocon will lead up to (02) Programming Validation Meetings with Project Team and/or Staff Leaders to validate CPL provided program requirements.
- e) Vocon will attend (01) Staff Kick-off Meeting early in the Concept Design Phase.
- f) Vocon anticipates (02) design meetings with the CPL and CM team during Concept Design.
- g) Vocon will research Zoning/Planning regulations applicable to the site and prepare a written report summarizing restrictions related to setbacks, parking, landscaping, signs, building design and development/design review processes.
- h) Vocon will field verify the existing facility based on the CPL provided existing drawings. We will review the suggested deferred maintenance items and existing conditions as compared to the proposed program. Vocon will report to CPL any insufficient information within the provided documents which may trigger the need for Field Verification as an additional service.
- i) Based on your Programming/Visioning requirements for initial/ future growth and Zoning/Planning regulations, Vocon will complete up to (02) Concept Design Alternatives that address the interior and exterior of the building, the addition and the site plan (in total).
- j) Construction Phasing Plans will be considered during the Concept Phase.
- k) Vocon will provide cost estimating services that parallel the CM cost estimates during the Concept Phase.
- l) Vocon will conduct bi-weekly Design Review Meetings throughout the design phase with minutes and pause meetings during Estimating Phases and as otherwise directed by CPL.
- m) Vocon will assist CPL in maintaining the CoUrbanize webpage by providing CPL with current design documentation.

2. SCHEMATIC DESIGN

- a) Based on the approved Program and the selected Concept Design, Vocon will develop a site plan, exterior elevations, and interior space plans. Preliminary selection of major interior and exterior building materials will be made during this phase.
- b) The Design Team shall engage CPL, the designated CM and Engineers to begin a dialogue regarding the site development, structural building components and mechanical/electrical/technology systems.
- c) Vocon anticipates (02) design meetings with the CPL and CM team.
- d) Vocon will attend one Staff Review Meeting in the latter part of the Schematic Design Phase.
- e) Vocon will attend one Community Review meeting at the completion of the Schematic Design Phase.
- f) Based on Schematic Design comments, Vocon will prepare up to (01) modifications of the Schematic Design Package to obtain final CPL approval.



- g) Construction Phasing Plans will continue to be developed during the Schematic Design Phase.
- h) Vocon will coordinate a preliminary meeting with designated municipality to formally introduce the Project and obtain initial feedback related to the site layout and architectural building character.
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the Schematic Design Phase.
- j) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- k) Entitlements/Public Approvals
 - A) Vocon will work with the Project Consultants to prepare a City Entitlement package for approval.
 - B) Package will include site plans, floor plans, elevations, building sections (if required) renderings, materials boards, and site lighting concepts. We will assemble the information and applications and submit to secure a position on the entitlement agenda.
 - C) Vocon will attend the public meetings to attain the required public approvals for the Project. Vocon assumes that approvals will be obtained with not more than (02) submissions.

3. DESIGN DEVELOPMENT

- a) Based on Schematic Design Documents approval, CPL's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Vocon shall prepare a Design Development package for CPL review and approval. This package will include site plans, building floor plans, building sections, exterior/interior elevations, perspectives, material boards, floor plans, furniture plans, partition layouts, door locations, finish plans and ceiling plans/lighting solutions.
- b) Construction Phasing Plans (if required) will continue to be refined in the Design Development Phase.
- c) The Design Development Documents will also include outline specifications that identify major materials, systems and establish, in general, their quality levels.
- d) Vocon anticipates (02) design meetings with the CPL and CM team.
- e) Vocon will attend (01) Staff Review Meeting at the latter part of the Design Development Phase. Revisions required after this meeting will be an add-service.
- f) Vocon will attend (01) Community Review meeting at the completion of the Design Development Phase.
- g) Based on Design Development comments, Vocon will prepare up to (01) modification of the Design Development Package to obtain final CPL approval.
- h) Vocon will meet with Building Department Officials in a preliminary meeting to discuss compliance with local building codes, fire codes and other regulations applicable to the Project.
- i) Vocon will provide cost estimating services that parallel the CM cost estimates during the DD phase.
- j) Vocon will continue to identify alternates (Add and Deduct) to help maintain the project budget.
- k) At the end of the phase, the Design Team will work with the Construction Manager to update the Project Budget and explore value engineering initiatives to support the Project Budget.
- l) During Design Development Phase, we will work closely with CPL to determine the scope of the new furniture to be purchased.
 1. Vocon will work with CPL to establish the overall look and feel of the proposed furniture package by using precedent images to guide the specifications.
 2. Vocon will provide one site visit and prepare a brief recommendation for reuse of existing furniture. Full furniture inventory will be considered an additional service.
 3. Vocon will develop a comprehensive furniture plan that identifies new furniture to be incorporated into the design solution. Furniture plans will include all furniture locations tagged to the specifications, will indicate critical dimensions and will coordinate electrical requirements.
 4. Vocon will select, specify and prepare bid documents for all new furnishings associated with the project. Vocon will establish a Basis of Design and (01) alternate of equal products as part of the bid documents.
 5. Vocon anticipates (02) furniture design/review meetings with the CPL and CM team.
 6. During the bidding process, Vocon will assist CPL with the bid solicitation from a maximum of (03) furniture vendors. We will tabulate the bids and evaluate the specified alternates only.
 7. Vocon will review the final furniture quote provided by the furniture dealer on behalf of CPL and provide comments prior to order.
 8. Vocon will review the furniture installation in field and will send a list of any issues or concerns to the furniture dealer and CPL for further review and coordination.



4. ARCHITECTURAL CONSTRUCTION DOCUMENTATION

- a) Prepare Architectural Construction Documents for permitting and construction to include construction plans, construction phasing plans (if applicable), ceiling/lighting plans, door/frame/hardware schedules, finish plans and schedules, millwork plans and details, elevations, sections and architectural details.
- b) Coordinate architecture/interior design efforts with HVAC, electrical, plumbing, technology, structural and civil engineering and landscape architecture documents prepared by Project Engineers.
- c) Project Alternates will be confirmed and identified in the construction documents.
- d) Vocon anticipates (02) document submissions and review meetings with the CPL and CM team. These will be at the 50%, and 100% completion of the Construction Documents (prior to submission to the Designated Building Department).
- e) If required, Vocon will prepare one early release permit package for Demolition and/or Hazardous Materials Abatement. The Hazardous Materials Abatement Package would be provided by CPL for incorporation into the early release permit package.
- f) Vocon will attend bi-weekly team meetings with CPL during the Construction Document Phase.
- g) Vocon will meet with Building Department Officials to establish compliance with local building codes, fire codes and other regulations applicable to the Project

5. GMP PHASE SERVICES

- a) A single GMP set will be issued at 75% completion of CD's and a Prose Statement will be issued as a part of the GMP documents.
- b) Vocon will attend one pre-bid meeting if applicable
- c) Vocon will respond to contractor questions
- d) Vocon will attend (01) scope review meeting for each bid package that is reviewed by the CM during the GMP process. The number of scope review meetings will not exceed (4) meetings.

6. ARCHITECTURAL CONSTRUCTION ADMINISTRATION

- a) At the beginning of the Construction Phase, Vocon will issue a conformed "For Construction" set of documents. This set will incorporate the responses to bidding RFI's.
- b) Vocon will attend weekly Construction Site Meetings only as needed, but not less than (02) per month for what is anticipated to be a maximum of a 11-month construction duration to confirm that work is proceeding in accordance with the Construction Documents.
- c) Vocon will review and approve the CM Applications for payment
- d) Vocon will review Change Order Requests
- e) Vocon will provide interpretation and clarification to the Construction Documents and respond to issues arising throughout construction.
- f) Vocon will review Contractor submittals including shop drawings, product data sheets and material/finish samples for conformance with Construction Documents.
- g) Prepare required project bulletins and make recommendations on possible revisions to the project budget and schedule
- h) Once substantial completion has been established, we will schedule an on-site meeting to develop and publish (01) Project punch list
- i) Vocon will coordinate with the CM to review the completion of punch list items and secure a Certificate of Occupancy.
- j) Vocon will provide "As Designed Record Drawings" at the completion of construction. The set of documents will include the drawing information generated during the construction phase.

7. MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION & CIVIL ENGINEERING

Karpinski Engineering and. will provide MEP/FP and Civil Engineering services as outlined in Attachment A.

8. LANDSCAPE ARCHITECTURE

DERU Landscape Architecture will provide Landscape Architecture services as outlined in Attachment B.

9. STRUCTURAL ENGINEERING

Barber & Hoffman, Inc. will provide Structural Engineering services as outlined in Attachment C.

10. AUDIO VISUAL & TECHNOLOGY DESIGN



Crescent Digital will be responsible for Audio Visual and Technology design services as outlined in Attachment D.

11. COST ESTIMATING

McGuiness Unlimited will be responsible for Cost Estimating services as outlined in Attachment E.

B. OPTIONAL/ADDITIONAL SERVICES

The following Optional/Additional Services are not included in the above-mentioned services but are available through Vocon and our Alliance Partners at an agreed upon lump sum proposal or hourly rate, as agreed to by CPL. This list includes but is not limited to:

1. Phase I & II environmental site assessments
2. Geotechnical Testing
3. Land Survey Services
4. As Constructed Record Drawings
5. Traffic studies/impact reports/surveys
6. Extensive existing furniture inventory (including tagging, measuring and documenting quantities, etc.)
7. Historic Preservation
8. LEED Administration and Coordination, including Energy Modeling and associated USGBC fees
9. Artwork/Accessory Coordination
10. Renderings, physical and virtual models, animated/video simulations, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project except as required to obtain Entitlements/Public Approvals. Each rendering will be billed at a flat rate of \$1,200 per view.
11. Branding and Graphic Design Services
12. Acoustician/Sound Engineering Service
13. Multiple Bid Packages or Early Release Bid Packages.
14. Lighting Design Services beyond those considered as "Basic Services"
15. Additional meetings beyond those specified in this proposal
16. Attendance at Public Engagement Meetings by Engineering Consultants
17. Design considerations or solutions to preserve, display and identify Library History
18. Roofing Consultants Services

PART III – PROJECT SCHEDULE

The proposed Project Schedule is outlined below. This schedule is preliminary and is based on information provided by CPL. Vocon anticipates that we will work with the CPL team and the Construction Manager to refine this schedule based on actual Project events.

Schedule Understanding

1. Construction Document completion is estimated for September 2021 followed by (2) months for GMP/Bid/Award
2. Construction will likely begin in December 2021 and is expected to last for 11 months
3. Construction will likely be complete by October 2022

Phase Durations

- | | |
|---|-----------|
| 1. Programming and Concept Design | 4 Weeks |
| 2. Owner Review | 1 Week |
| 3. Schematic Design | 5 Weeks |
| 4. Estimate and Estimate Reconciliation | 4 Weeks |
| 5. Design Development | 5 Weeks |
| 6. Estimate and Estimate Reconciliation | 4 Weeks |
| 7. Construction Documents | 6 Weeks |
| 8. GMP Phase | 2 Months |
| 9. Construction Administration | 11 Months |



PART IV - COMPENSATION

Please find below our compensation by Consultant. We have provided an Allowance for Field Verification and an Owner Design Contingency at the request of CPL. The Allowance for Field Verification will be used if the project requires extensive field measurement and/or measured drawings beyond what is anticipated in the Basic Services fees. The Owner Design Contingency will be used based on agreement between CPL and Vocon for design services that were not anticipated due to unforeseen conditions or other unanticipated project events.

A. PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	FEES
1. VOCON – Architecture/Interior Design	\$129,212.00
2. Karpinski – MEP/FP & Civil Engineering	\$57,090.00
3. Deru – Landscape Architecture	\$11,660.00
4. Barber & Hoffman – Structural Engineering	\$24,750.00
5. Crescent Digital – Audio Visual and Technology Design	\$22,572.00
6. McGuiness Unlimited – Cost Estimating	\$14,058.00
TOTAL PROFESSIONAL ARCHITECTURE/INTERIOR DESIGN/ENGINEERING SERVICES	\$259,342.00
1. Owner Design Contingency (As Directed by CPL)	\$10,000.00
2. Estimated Reimbursables (Not To Exceed)	\$3,500.00
TOTAL PROFESSIONAL FEES AND DESIGN CONTINGENCY AND REIMBURSIBLES	\$272,842.00

B. PROFESSIONAL SERVICES BY PHASE	FEES
1. Program Validation/Community Engagement/Concept Design - 8%	\$21,828.00
2. Schematic Design – 20%	\$54,568.00
3. Design Development – 24%	\$65,482.00
4. Construction Documentation – 25%	\$68,210.00
5. GMP Phase Services – 5%	\$13,642.00
6. Construction Administration – 18%	\$49,112.00
TOTAL PROFESSIONAL SERVICE FEES	\$259,342.00

C. PROFESSIONAL SERVICES BY MBE/WBE	FEES
1. VOCON – Architecture/Interior Design - WBE	\$142,712.00
2. Deru – Landscape Architecture - WBE	\$11,660.00
3. McGuiness Unlimited – Cost Estimating – WBE	\$14,058.00
TOTAL PROFESSIONAL SERVICES FEES BY MBE/WBE – 62%	\$168,430.00

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows and as enumerated in the Agreement between Owner and Architect: transportation and authorized out of state travel and subsistence; reproductions, postage, shipping, handling and delivery. All expenses shall be billed to Cleveland Public Library based on 1.0 times actual cost. Any expenses beyond those listed above will require prior approval by Cleveland Public Library. Fees paid for securing approval of authorities having jurisdiction over the Project are not included and will be paid for by Cleveland Public Library.



B. Optional/Additional Services

Compensation for any Optional/Additional Services will be based on either a lump sum proposal or upon the following hourly rate schedule for Vocon Services. Rate Schedules for Engineering Services are provided in separate schedules:

Principal	\$345.00	Project Architect	\$140.00
Director	\$225.00	Sr. Tech. Proj Designer 1	\$135.00
Design Director	\$200.00	Sr. Proj. Designer 1	\$120.00
Assoc. Design Director	\$180.00	Project Manager	\$120.00
Project Director	\$180.00	Architect	\$115.00
Sr. Proj. Manager	\$180.00	Proj. Designer	\$115.00
Sr. Proj. Architect	\$165.00	Workplace Strategist	\$115.00
BIM Specialist	\$155.00	Designer	\$ 85.00
Sr. Tech. Proj. Designer	\$150.00	Intern - Co-op	\$ 75.00
Sr. Proj. Designer	\$140.00		

We appreciate the opportunity to work with you and look forward to your review of our Proposal. We understand that the approved proposal and the Owner Architect Agreement will have to be approved by the CPL Board of Trustees. If you should have any questions regarding this Proposal, please do not hesitate to contact Laura Rees or Lisa Dye directly.

VOCON PARTNERS, LLC:

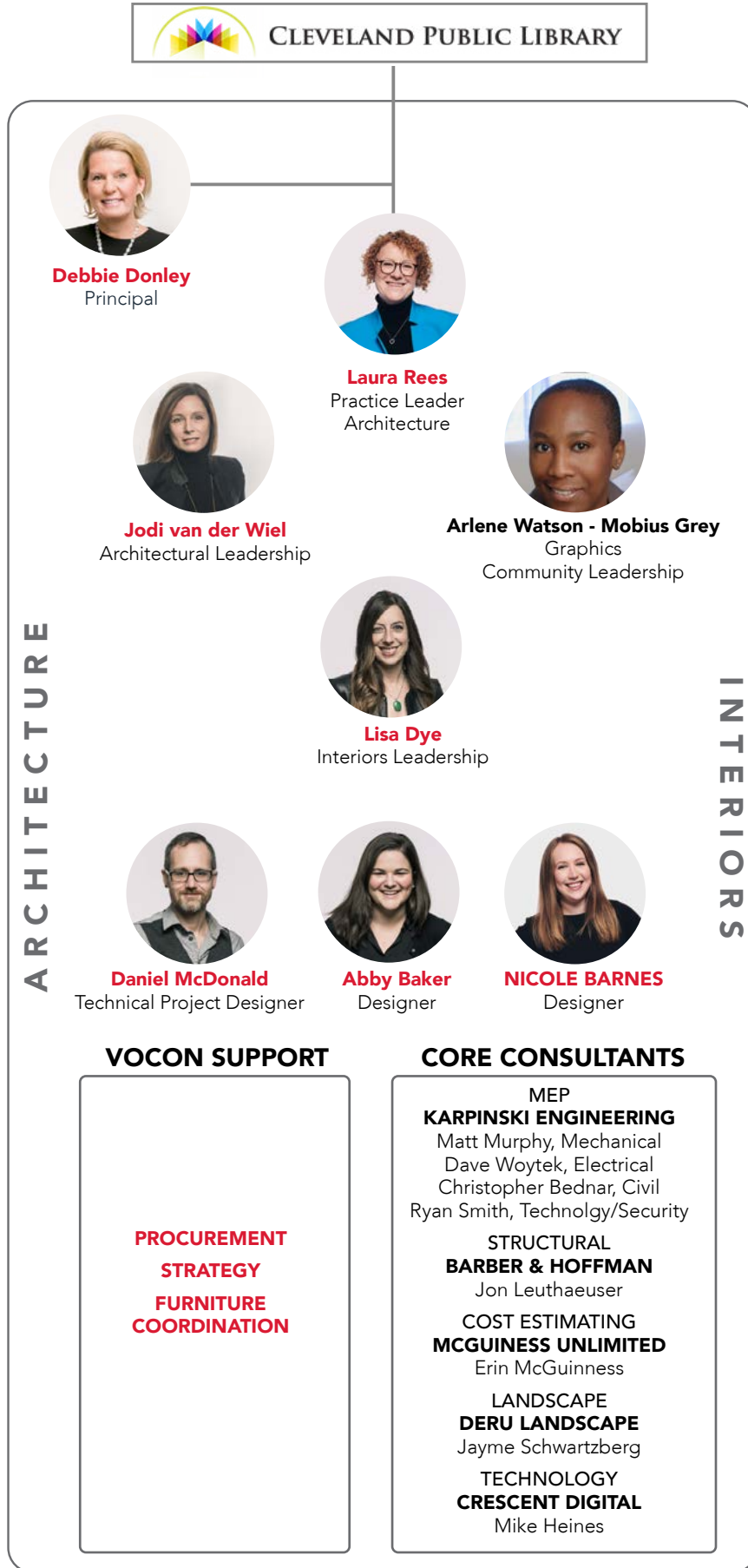
November 11, 2020

Signature

Date

Debbie Donley, Principal

Printed Name and Title



vocon.

ATTACHMENT A

CPL – Brooklyn and Sterling Branches Scope vs Budget Review

Project Number:	M2020-0171	Date:	08-24-2020
Project:	CPL – Brooklyn & Sterling Branches	To:	Dean Spong
Subject:	Scope vs Budget Review	From:	Dave Woytek, Matt Murphy & Chris Bednar

On August 17, 2020, Karpinski Engineering met the CPL Team on site to review the existing conditions. We compared our observations with the scope of work indicated in the 2019-2029 Facilities Master Plan. We then compared the February 7, 2019 cost estimate with what we believe is the scope of work.

This report is not intended to be a comprehensive list and may not include all items needed in the actual scope of work, but we believe are major discrepancies and should be noted.

The following items shall be addressed:

Brooklyn Branch

Plumbing

1. The scope of plumbing renovations is appropriate, and includes repairs and addition of roof drainage. We will need to determine whether CPL will accept reuse of the gas-fired water heater. (Electric point of use is their preference – based on facilities standards.)
2. The plumbing budget of \$7.50 / s.f. is probably appropriate, based on “Major Reno”.

HVAC

1. The scope of HVAC work described in the masterplan is appropriate. The masterplan calls for all new HVAC equipment: air handling, cooling, heating boilers, and pumps. Some ductwork may be reusable, depending on how closely the renovated floor plan matches the existing floor plan – and the extent to which spaces are left open or enclosed.
2. The budget for HVAC is carried as “Marjo Reno” but should be considered as closer to “New” at \$30/sf. KE suggests a budget of \$25/sf. This is based on the extent of equipment and systems being replaced.

Fire Protection

1. The basement has a limited area sprinkler system. It is assumed this will remain, and no fire protection work is required.

Electrical

1. The scope of new power distribution system, new lighting and a new fire alarm system is appropriate.
2. The \$14.75 s.f. cost for electrical is inadequate. The electrical cost per s.f. should be approximately \$26.00.

Sterling Branch

Plumbing

1. The type and condition of plumbing systems and the scope of work is identical to that of Brooklyn.
2. The plumbing budget of \$7.50 / s.f. is probably appropriate, based on “Major Reno”.

HVAC

1. The type and condition of plumbing systems and the scope of work is identical to that of Brooklyn.
2. As with Brooklyn, the budget for HVAC should be treated as closer to “New” at \$25/sf.

Fire Protection

1. The basement has a limited area sprinkler system. It is assumed this will remain, and no fire protection work is required.

Electrical

1. The scope of new lighting and a new fire alarm system is appropriate.
2. The scope of maintaining the existing electrical system is incorrect. The existing main distribution system is aged and beyond its useful life. A new main distribution system is required for future expansion.
3. The \$22.00 s.f. cost for electrical in new construction is inadequate. The electrical cost per s.f. should be approximately \$29.00.
4. The \$14.75 s.f. cost for electrical in major renovated spaces is inadequate. The electrical cost per s.f. should be approximately \$26.00.



August 21, 2020

Ms. Laura Rees
VOCON
3142 Prospect Avenue
Cleveland, Ohio 44115

Subject: Cleveland Public Library (CPL) Sterling Branch – Civil Proposal

Ms. Rees,

Thank you for the opportunity to provide our proposal for professional engineering services for this project.

SCOPE OF PROJECT

It is our understanding that the project consists of performing professional engineering services for the renovation of the Sterling Branch building at 2200 East 30th Street, Cleveland, Ohio.

The professional engineering services included in this proposal are:

1. Civil Engineering services

This proposal is based upon the following:

1. CPL's RFQ and Addenda.
2. CPL's master plan summary.
3. Renovated construction area is 7,000 square feet.
4. 2,200 square foot addition.
5. Provide ADA Accessibility to the front and rear doors.
6. Pavement rehab in the parking rear parking lot.
7. Estimated total construction cost is \$2,232,547.
8. Obtaining all governmental and utility approvals.
9. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.
10. The scope and services summarized within this proposal, as well as the summary of services not included.
11. Timely receipt of information required as summarized in this proposal.
12. The architect/owner will provide all geotechnical data including soil borings, permeability/infiltration tests, and recommendations for excavation, engineered fill, pavement design, and subdrainage for the property.
13. The architect/owner will provide the site topographic survey and base map in Autocad including tin and survey data points.
14. The project team's structural engineer will design all site retaining walls over 3 feet tall.
15. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

BASIC SERVICES

The following is included as part of our basic services for the proposed project:

1. Expenses necessary for the normal exchange of information, including standard electronic media and standard delivery methods.
2. A fixed number of meetings, site visits and construction observation visits, as defined herein.
3. Coordination with your office to support timely project delivery which may include design requirements, approvals, intermediate reviews and quality checks as necessary to complete our scope of work per the project schedule.
4. Improve connections from the parking lot to the new entry and CMHA property next door.
5. Inspection of the existing parking lot/sidewalk and proposed pavement improvements.
6. Assessing and design of ADA accessible paths from the right of way and ADA parking spaces to the main entrance.
7. Storm Water permitting for the addition and coordination with Cleveland Water Pollution Control.
8. Civil/Site Engineering Site Plans and Details for the building addition.
9. Utility design work including demolition of utilities to the current CMHA building.
10. Coordination of the required permit applications and permits with the local, state, and public or private utilities regarding site development related items.
11. Assistance with local zoning submittals, site specifications, site submittals to appropriate agencies for review and approval, site approvals from the City Engineer, etc.
12. A separate fee is provided for **LEED®** related engineering and design services. We will assist in the **LEED®** certification process as it pertains to the Civil/Site systems. We will perform the following **LEED®** services:
 - a. We will develop Civil/Site systems **LEED®** submission data in a format prescribed by the USGBC.
 - b. We will upload data to the project **LEED®** online web page. The data will be uploaded for a design phase review and a construction phase review should two uploads be required.
 - c. We will develop a Basis of Design document per the **LEED®** requirements.
 - d. Should an independent Commissioning Agent be retained, we will respond to their review comments.
 - e. We will respond to USGBC review comments related to our portion of the work.
 - f. It must be recognized that we have no control over the following: the Owner's use and operation of the Civil/Site systems, services provided by the Architect and other Consultants, work performed by the Contractors, or the interpretation of credit requirements by the

certifying authority. Accordingly, we do not warrant or represent that the project will achieve the Sustainable Objective solely with respect to our scope of services.

13. Probable Costs of Construction - We assume a Construction Manager will be retained by the Owner and will be responsible for cost estimating of the Civil/Site related work scope. For review of budgets or probable costs of construction prepared by others, our developed costs will represent our professional judgment based on current market conditions and our knowledge of the project as outlined by your office. It must be recognized that we have no control over the following: the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, we do not warrant or represent that bids or negotiated prices for this project will not vary from our estimates.
14. Refer to the Additional Services, Services Not Included and Reimbursable Expenses sections for scope that is not included as part of Basic Services.

ADDITIONAL SERVICES

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services. The following items are not included in Basic Services and will be performed as additional services at our current hourly rates.

1. Services related to Building Information Modeling (BIM).
2. Services related to the re-zoning process, including attendance at local municipality meetings and the compilation and submission of materials required for planning reviews.
3. Evaluation of contractor proposed substitutions.
4. Additional meetings and site visits in excess of those defined herein.
5. Requested field visits performed between the hours of 7PM and 7AM.
6. Field visits to verify completion of final punch list items.
7. Additional studies or design work requested by your office or design services not customarily provided in accordance with generally accepted engineering practice.
8. Any redesign work required as requested by your office or the Owner.
9. Additional design work required for the preparation of alternates when the alternates require separate design documentation.
10. Services related to the compilation and submission of materials required for the application of tax credit or other incentive based programs on behalf of the Owner or other beneficiary.
11. Our basic scope of services applies to the preparation of construction documents for one construction bid package. The provision of multiple sets of documents for multiple construction bid packages is considered additional services.

12. Our basic scope of services applies to one continuous Construction Administration phase. Additional engineering services and related documents or field visits required to support multiple construction phases are considered additional services.
13. Our basic scope of services applies to the standard Design/Bid/Construction project delivery method. Additional Engineering Services and related documents or field visits required to support fast track project delivery methods are considered additional services. The use of other delivery methods, such as Design/Build, Design Assist, or Integrated Project Delivery (IPD), will require a re-evaluation of the engineering design fee included herein.
14. We believe "value engineering" is a part of good engineering practice throughout the design phases of the project, and we will work with the entire design team in this effort. However, meetings, negotiations and redesign work required to reduce costs after the CD phase has begun will be considered additional services.

SERVICES NOT INCLUDED

The following items are not included in our basic scope of services:

1. Offsite Improvements (i.e. deceleration lanes, lane widening, signalization, etc.).
2. Traffic and Signalization.
3. Parking Gate system design.
4. Environmental Services.
5. Services related to Asbestos as part of the building demolition
6. Retaining wall design (except landscape walls < 3ft. in height).
7. Surveying and Base Mapping
8. Geotechnical Services.
9. Underground utility locating services (public right of way or private locations), including mapping, physical markings, and/or determining the integrity of existing underground or under slab systems.
10. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.
11. The retention of the services of a contractor to assist in the verification of field conditions. Since we are not certified or approved to perform certain services, such as confined space entry (entering manholes, etc.), it may be necessary to utilize the services of outside contractors.
12. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed underground or in existing construction or incapable of investigation by reasonable and safe visual observation.

13. Testing of contractor installed systems. We will review and comment on service manuals submitted by contractors.
14. Documentation and application for code variances, appeals, or similar efforts including attendance at related meetings or hearings, unless specifically included in Basic Services.
15. Obtaining permits (i.e. driveway, curb cuts, building, local jurisdictional permits, etc.).
16. Pump station design and/or EPA water and sewer main extension applications or permits.
17. Providing coordination drawings related to the construction trades.
18. Chemical Hazard Analysis related to chemical hazards.
19. Soil Gas Mitigation analysis and Engineering of mitigation systems.
20. Design of Site Dewatering systems to enable construction.
21. Any other engineering and design related services not specifically included under Basic Services and Basic Services Phasing.

INFORMATION WE REQUIRE

For the purposes of this project, the following information must be supplied by your office. Karpinski Engineering will attempt to verify the information provided to the extent reasonably possible, but has the right to expect and rely upon the information provided to be correct, accurate and complete. Required Information includes, but is not limited to:

1. Copy of the current construction budget, if available.
2. Copies of previous contract record, or "as-built" drawings, showing existing structures, services, and utilities in as much detail as is possible.
3. Copy of facility design standards, if available.
4. Copy of geotechnical report, if available.
5. Copy of proposed schematic layouts, preliminary site plans, building plans, etc. to be provided to Karpinski Engineering in a full-sized hard copy drawing format and an electronic drawing format.
6. ALTA Survey & Title Commitment, if available. Survey is to be provided to Karpinski Engineering in a full-sized hard copy drawing format and an electronic drawing format.
7. Electronic drawing background files, including electronic templates and submission information required for each design milestone (submission title, date, etc.).
8. Specification templates, including required information for headers and footers.

9. Latest Civil site survey indicating underground utilities (natural gas, water, storm, sanitary, electrical and telecommunications). If this information is not available, Karpinski Engineering can contract with a certified surveyor, the cost of which will be charged as a reimbursable expense.
10. Project schedule approved by Owner indicating design milestones and review timelines.
11. An electronic file of completed drawings and specifications issued for each phase of the project design for our office records.
12. An executed copy of the prime agreement between the Owner and Architect. Fees and costs stated in the agreement may be deleted.

BASIC SERVICES PHASING

We will coordinate with your office at each phase of the project as described below. We assume your office will oversee overall project coordination including, but is not limited to, exchange of project design needs of all team members, adequate time to perform quality reviews, adequate time to respond to and incorporate Owner review comments, and adequate time to support any other design requirements needed to complete project scope per the design schedule. Note that substantial changes in project scope, including adjustments to floor plans and/or the model, that occur during the week a submission is due, may not be incorporated until the next phase.

We understand the project includes the following phases:

1. Programming
2. Schematic Design (SD)
3. Design Development (DD)
4. Construction Documents (CD)
5. Bid / Guaranteed Maximum Price (GMP) Documents
6. Construction Administration (CA)
7. Closeout

The following services will be provided in the appropriate phase:

1. We will review existing conditions and available record documents to determine conditions affecting this project.
2. We will participate in the code review process as related to Civil/Site design.
3. We will provide a written narrative, if required, of the Civil/Site work.
4. Our narrative will be suitable for the generation of a preliminary probable cost of construction by others.
5. Preliminary Site Civil plan will indicate proposed schematic site layout, grading, utilities, and storm retention/detention.
6. We will review and comment upon the Civil/Site construction budget as requested.

7. We will provide construction drawings and specifications setting forth in detail the construction requirements for the project. Specifications will be based on standard Karpinski Engineering three part master specifications, coordinated with your formatting.
8. We will provide GMP drawings and specifications at the completion of a pre-determined milestone of CD progress. As part of the GMP deliverables, we will provide a GMP narrative outlining work scope that has yet to be completed in order for such scope to be included in the GMP pricing. After submission of the GMP deliverables, we will continue with the production of final construction drawings and specifications.
9. At the completion of the CD phase we will transmit an electronic copy of the final Contract Documents (construction drawings and specifications). Karpinski Engineering only authorizes the client to use the final Contract Documents for contractors, sub-contractors and suppliers in the course of business for bidding, purchasing and constructing the work shown on the documents. Unauthorized reuse of the final Contract Documents for other purposes or other projects is prohibited without the expressed written consent of Karpinski Engineering.
10. During the Bidding phase we will provide assistance in obtaining bids or negotiated proposals, and contract award, as requested.
11. After the Bidding phase, we will provide Conformance Documents indicating accepted or declined alternates as well as any addenda or responses to RFI's issued during the Bidding phase.
12. During the CA phase we will respond to the plan review by the local authority having jurisdiction and will provide construction administration as it pertains to our portion of the work, including responding to RFI's.
13. Interpretation necessary for the proper execution of work progress will be made and recommendations will be provided concerning changes in the work. We will review shop drawings for general conformance with the intent of the Contract Documents. We will not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or construction safety.
14. A written construction observation report will be provided after each field visit. Construction observation includes general monitoring for conformance with design intent and is not a guarantee that the contractor has performed the work in complete compliance with the Contract Documents or applicable codes. The last report will be considered a final punch list.
15. The terms of this agreement extend through a 11 month construction period. CA services beyond this duration will be provided as an additional service.
16. The preparation of electronic record drawings is not included. If requested, a fee will be provided near the conclusion of the project when the extent of the deviation from the Construction Documents is better realized. Since record drawings are prepared based on unverified information provided by others, we will make no guarantee of their accuracy or completeness.
17. An additional field visit to verify completion of final punch list items is not included.

MEETINGS AND SITE VISITS

DESCRIPTION	QUANTITY INCLUDED
Attendance at existing condition site visits.	As Required
Attendance at city planning meetings.	Not Included
Attendance at coordination meetings during the design phase(s) to review our design progress.	3
Attendance at pre-bid meeting and bid review meetings.	Included
Attendance at pre-construction meeting.	Included
Attendance at construction meetings and/or field observation visits.	2
Meetings and/or field visits in addition to those indicated above will be performed upon request as additional services at our current hourly rates, plus reimbursable expenses.	Additional Service

COMPENSATION FOR BASIC SERVICES

Our compensation for the provision of Basic Services is indicated below and does not include reimbursable expenses.

BASIC SERVICES PER PHASE	FEE
Program Verification / Concept Design (We assume we are not part of Community Engagement.)	\$250.00
Schematic Design	\$1,000.00
Design Development	\$2,900.00

Construction Documents	\$3,225.00
Bid / Guaranteed Maximum price	\$525.00
Construction Administration	\$1,750.00
Closeout	\$250.00
Total	\$9,900.00

COMPENSATION FOR SUPPLEMENTAL SERVICES

The following Supplemental Services are not included as part of our Basic Services. However, should these services be desired, our proposed compensation is indicated below and does not include reimbursable expenses.

SERVICES	FEE	ACCEPTED?
Design Services related to LEED ® Certification – 16 hours of effort provided	\$2,250.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

REIMBURSABLE EXPENSES

Certain expenses may be incurred during the course of the project and are not included in our basic scope of services. The following items will be considered Reimbursable Expenses:

1. Expenses related to obtaining permits and related approvals from local authorities having jurisdiction.
2. Expenses related to the retention of the services of contractors, surveyors, etc. if required to assist in the verification of field conditions. Should retention of contractors fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the contractor’s fee to cover our efforts and expenses.
3. Expenses related to the retention of the services of sub-consultants to perform work scope as described under “Services Not Included”. Should retention of sub-consultants fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the sub-consultant’s fee to cover our effort and expenses”.
4. Expenses related to obtaining a project specific professional liability insurance policy if required to supplement the coverage provided by our current professional liability insurance policy.
5. Expenses related to project specific on-line documentation management services.

6. Expenses related to specialized equipment rental.
7. Printing Expenses associated with the printing of Permit and / or Construction / Bid Documents, as well as related Addenda, Bulletins, Change Orders, etc.
8. Delivery service costs as required for the prompt exchange of information where normal methods are not practical.
9. **LEED®** expenses related to USGBC registration, USGBC certification and appeals fees or third party commissioning agent's fees.

Reimbursable expenses will be in addition to compensation for Basic Services and approved Additional Services, and will be invoiced at our cost.

ESTIMATED (MAXIMUM) REIMBURSABLE EXPENSES
\$125.00

HOURLY RATES

Compensation for Additional Services will be mutually developed on an hourly basis. Our current hourly rates are as follows:

STAFF	HOURLY RATE
Principal	\$190
Senior Associate	\$160
Associate	\$145
Senior Project Manager	\$140
Construction Coordinator	\$125
Senior Project Engineer	\$125
Senior Project Designer	\$110
Project Engineer	\$100
Project Designer	\$95
Engineer	\$90
Designer	\$80
Technician	\$70
Administration	\$60

INVOICING AND PAYMENTS

Karpinski Engineering will invoice our Services on a monthly basis. Payment is required within thirty (30) days from the date of the invoice statement, unless other payment terms have been agreed upon by both parties. If this agreement is terminated for any reason by either party, Karpinski Engineering shall be compensated for services provided and expenses incurred as of the date of termination.

ELECTRONIC MEDIA

Should an electronic copy of digital data and related contract documents be required by a third party after completion of design, a release form summarizing the terms of use will be provided that requires signature from the user(s). Additional compensation may be required.

INTELLECTUAL PROPERTY

All non-public data and information developed or conceived by Karpinski Engineering which pertains to its products (including all forms of digital data and related contract documents), methods, services or business, whether or not patentable under copyright, trademark or some other basis, is the sole and exclusive property of Karpinski Engineering.

INDEMNIFICATIONS

The Client/Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless Karpinski Engineering from the following, including reasonable attorney's fees and defense costs:

1. Any and all damage, liability, costs or expenses, to the extent caused by their own negligent acts, errors or omissions, including those of anyone for whom they are legally liable, arising from this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Karpinski Engineering shall not be responsible for the acts or omissions of the Client/Architect, Client/Architect's other consultants, contractor, sub-contractors, their agents or employees, or other persons performing any of the work.
2. Any and all damage, liability, cost or expenses, should fast track project delivery methods be utilized which result in design changes and modifications of portions of the work already completed.
3. Any and all damage, liability, cost or expenses caused by the work of any contractor that is not properly licensed, adequately insured and bonded and/or approved (if required) by the local municipality to perform work within the municipal boundaries.
4. Any and all damage, liability, costs or expenses, should the Client/Architect elect not to retain Karpinski Engineering for construction administration services during the construction phase, to the extent resulting from construction issues caused by the non-conformance with our design intent, non-conformance with code requirements, Civil/Site performance, and/or construction performance, including those of anyone for whom the Client/Architect is legally liable, arising from this project.

5. Any and all damage, liability, costs or expenses, to the extent caused by the unauthorized reuse of digital data and related contract documents, without limitation, including use on future project modifications by others.
6. The Client/Architect agrees to release, indemnify and hold harmless Karpinski Engineering from and against all claims, costs, liabilities and damages, arising in any way from decisions made by the Owner, their Representatives, other Consultants, Contractors, or any other party during the design and/or construction phases as a result of a cost reduction (value engineering) process, including, but not limited to, decisions made without our knowledge or consent that may conflict with our engineering recommendations, industry standard design recommendations and/or national, regional or local code requirements.

The Client/Architect agrees to include the above Indemnifications in their Contract with the Owner should the provisions not already be included in aforementioned Contract. In addition, Karpinski Engineering recommends the Client/Architect review such Indemnifications on their own behalf or on behalf of the entire design team.

MISCELLANEOUS PROVISIONS

Standard of Care – In providing services under this Agreement, Karpinski Engineering 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 and locations. Regardless of any other term or condition of the Agreement, Karpinski Engineering makes no express or implied warranty of any sort, nor does it express or imply any fiduciary responsibility towards the Client/Architect whatsoever.

Professional Limitation – Karpinski Engineering has been retained to provide the professional engineering services summarized above and its obligations are limited to these services without any other responsibilities or obligations. Karpinski Engineering bears no responsibility for project funding and/or financial performance of the project.

Disclaimer of Consequential Damages - Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred for any cause of action whatsoever.

Dispute Resolution - Any claim, dispute or matter between the client and Karpinski Engineering arising out of or related to this agreement shall be subject to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall agree to the selection of a mediator and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by a litigation process subject to local jurisdiction legal policies and practices, unless the parties mutually agree otherwise.

Limitation of Liability - 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 and Consultant's officers, directors, partners, employees, shareholders,

owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, including attorney and/or expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed (\$100,000) (the Consultant's professional liability insurance policy limits). 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.

This document represents our total agreement and supersedes any prior representations. Any amendment must be in writing and signed by both parties. This agreement shall be governed by the laws of the state in which the project is performed. In the event that any term or clause of this agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulations, but the remaining provisions of this agreement shall continue in full force and effect.

Should a separate contract be utilized, such as AIA Document C401 *Standard Form of Agreement Between Architect and Consultant*, and if conflicts arise between the two, the terms and conditions of this proposal shall apply. This proposal shall remain in effect for Ninety (90) days, unless Karpinski Engineering agrees to another time period in writing.

To serve as our agreement, sign and return a copy of this proposal. If authorized to proceed prior to our receipt of a signed copy of this document, Karpinski Engineering shall consider this to be a binding agreement including all of the requirements and conditions contained herein.

Should you have any questions relating to this proposal, please do not hesitate to call. I will be pleased to personally review it with you upon your examination.

Sincerely,



Christopher Bednar, PE
Director of Civil
Karpinski Engineering

ACCEPTANCE OF VOCON

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Project #: _____

Purchase Order #: _____

vocon.

ATTACHMENT B

June 22, 2020

**Cleveland Public Library, Stirling Branch: Scope and Fee Proposal
Landscape Architectural Services**

Program Verification / Community Engagement / Concept Design:

- Site Analysis: Conduct an inventory of the existing site to determine the health and viability of existing vegetation, adjacent uses, site assets and liabilities.
- Recommended site improvements from Master Plan include:
 - Functional improvements such as pedestrian connections, enhanced wayfinding, lighting improvements, and enhanced safety amenities.
 - User enhancements such as outdoor play areas, reading garden and better site furnishings.
 - Landscape around addition
- Design considerations to include: overall impression for patrons, security, natural viewsheds, outdoor amenities, pedestrian and vehicular circulation, maintenance, and stormwater management.

Schematic Design:

- Conceptual Site Plan: Consult with the Vocon team and ownership as we develop plans. Begin to develop a plant palette, ideas for site amenities and furniture options.
- Work with civil engineers to make sure the practical necessities and the amenities are well coordinated.
- Conceptual Visualizations: Provide renderings and/or precedent images of design concepts to help the client understand the design intent
- Present Concept Plans and Visualizations to client for review and comment. These should help them understand the differing options and feel confident in the approach with which they want to proceed.
- Incorporate comments from client into a revised plan.

Design Development:

- Provide color plans, plant palette, material and furnishing palette and updated renderings for public approval process.
- Attend meetings as necessary to review plans with the city.
- Make any necessary adjustments based on design or cost concerns.
- Work closely with the design team on development of coordinated plans.
- Meet all deadlines for coordination and submittals.

Construction Documents:

- Upon approval by the client and the architect prepare Construction Documents suitable for bidding and permitting. Documents to include landscape plans, site material plans, site furnishing plans, specifications and details.
- Grading, drainage and stormwater management to be coordinated with Civil.
- Issue 60% CDs for GMP set
- Issue 100% CDs

GMP Services

- Scope review with contractor
- Respond to questions and provide clarification during bidding or contractor review.
- Update drawings should any addendum be issued during bidding.

Construction Administration:

- Meet with contractors to review drawings and answer questions.
- Review all shop drawings and contractor submittals.
- Conduct site inspections for quality and design adherences.
- Provide punch-list prior to final completion.

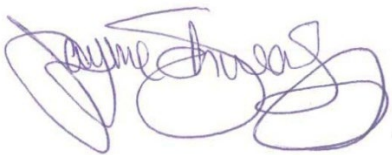
The not-to-exceed fees for the work described above will be

<u>Program Verification / Community Engagement / Concept Design:</u>	<u>\$ 2,800.00</u>
<u>Schematic Design:</u>	<u>\$ 1,800.00</u>
<u>Design Development:</u>	<u>\$ 1,800.00</u>
<u>Construction Documents:</u>	<u>\$ 1,800.00</u>
<u>GMP Services:</u>	<u>\$ 1,200.00</u>
<u>Construction Administration:</u>	<u>\$ 1,200.00</u>
Total:	\$10,600.00

Additional activities requested by you or the owner will be billed at \$100 per hour for the principal, and \$80 per hour for associates. Expenses for reproductions of presentation drawings will be reimbursable, not to exceed \$350. Invoices will be sent at the end of the month with payment due in 30 days.

Please don't hesitate to contact me if you have any questions or require additional information.

Sincerely,



Jayme Schwartzberg
Owner, DERU Landscape Architecture

vocon.

ATTACHMENT C

August 21, 2020



BARBER & HOFFMAN, INC.

Consulting Engineers

Laura Rees
vocon
3142 Prospect Ave E
Cleveland, OH 44115

Re: Cleveland Public Library – Sterling Branch
Cleveland, OH
Proposal for Structural Engineering Design Services
BH 20094

Dear Laura,

We are pleased to submit this proposal for providing structural engineering services for the above referenced project in the Central neighborhood of Cleveland, Ohio. Based on information provided by your office, the project consists of renovation of, and addition to, the original building constructed in 1913 (renovated in 1985).

The existing building is a single story with mezzanine and partial basement, with an area of approximately 6,500 square feet. The planned addition will be approximately 2,200 square feet. The construction cost is \$2.2 million.

Scope of Services

Our scope of services for the new addition will include providing structural engineering services to design the slab on ground, the building foundation system, the roof deck, and the steel frame and/or bearing walls, as well as modifications to the existing structure at the building interface. The addition is expected to be a single story.

A geotechnical report for the building has not yet been made available for our review. However, we anticipate utilizing conventional shallow foundation systems for the new construction.

For the renovations, we will analyze the existing structure for the support of new mechanical equipment, including reinforcing of the existing structure, if required.

In addition to the aforementioned scope noted above, our work will also include:

1. Preparation of structural design and the required drawings for inclusion in the bidding/construction documents.
2. Preparation of technical specifications for the pertinent structural sections.
3. Offering consultation to the architect and other consultants on items of structural issues.
4. Attending design coordination and progress meetings.
5. Reviewing structural construction submittals.
6. Issuing clarifications, etc., during construction, if required.
7. Field visits at appropriate intervals during construction. A maximum of three field visits is included in our basic services fee.

PRINCIPALS

Ronald M. Czaplinski
Michael R. Miller

ASSOCIATE PRINCIPALS

Niru S. Dabholkar
Jon T. Leuthauser
James D. Pospisil

ASSOCIATES

Brad A. Boomer
James M. Colella
Alexandra S. Koepf
Michael A. Mazzocco
Tyler J. McGrady

David W. Deaton
Mark D. Heinzen
Andrew J. Kovarik
John A. McElhinny

2217 East 9th Street
Suite 350
Cleveland, OH
44115-1257
216.875.0100

Proposed Basic Fees

We propose to furnish the aforementioned services for a fixed fee of **\$22,500** plus reimbursable expenses, at cost. Unless directed otherwise by your office, we propose to invoice as follows:

Schematic Design	-	15%
Design Development	-	30%
Construction Documents	-	30%
Bid/GMP	-	5%
Construction Administration/Closeout	-	20%

Additional Services

It is our understanding that drawings are available for the existing building, and that a survey will not be necessary. Field work to determine the existing structural member sizes is not included in our basic services fee, and will be considered additional services, if necessary.

Reinforcement or replacement of existing framing due to deterioration of the existing structure is not included in our basic fee. If necessary, we can provide an additional service fee for this work when the scope is identified.

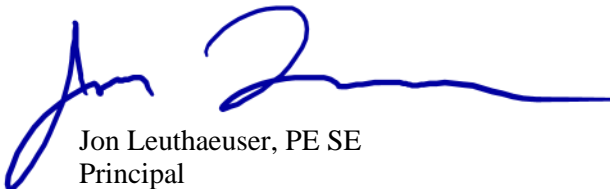
Services not covered in our basic services fee, but if required, will be invoiced on an hourly basis:

Principal	-	\$200.00
Associate Principal	-	175.00
Senior Associate	-	150.00
Associate	-	130.00
Senior Engineer	-	110.00
Engineer	-	100.00
Designer	-	90.00
Senior Drafter/Technician	-	85.00
Technician	-	70.00
Clerical	-	65.00
Intern Engineer	-	60.00

Once again, we thank you for this opportunity and we look forward to working with you and your design team.

Very truly yours,

BARBER & HOFFMAN, INC.



Jon Leuthaeuser, PE SE
Principal



ATTACHMENT D

**Cleveland Public
Library
Sterling Branch**

**Technology Design
and Engineering**

*Crescent Digital Deliverable
Definition For
vocon partners, LLC*





**PROPOSAL FOR AV DESIGN AND ENGINEERING
FOR THE CLEVELAND PUBLIC LIBRARY –
STERLING BRANCH
2200 E. 30TH STREET, CLEVELAND, OHIO 44115**

vocon partners, LLC

June 24, 2020

Summary Contents

Project

Qualifications-Relevant Experience

Project Team

Base Deliverable

Timetable

Investment

Project

- ❑ **Sterling Branch Library of the CPL System Renovation and Addition Project**
- ❑ **AV, CCTV, Access Control, Network and Infrastructure System Design Build**
- ❑ **Development of base system functionality and control**
- ❑ **CAD Set Delivery**
- ❑ **For purpose of coordination – Crescent Digital will perform all work designed**

Qualifications – Engineering Design/Build

- **Senior level design staff**
- **Large project design capability – Rocket Mortgage Fieldhouse, Willis Towers Watson, UBS Financial Services, Key Tower Marriott, Centennial, LVMH/Moet Hennessy, Adcom Group**
- **Turn-Key Through Implementation and Support**
- **Proven Process**
- **Depth of Experience**

Project Team

- **Management** Mike Heines
- **Design Lead** Scott Sheldon
- **Design Staff** Rebecca Katricak
- **Control** Adam Christian
- **Schematics/Draw** Mark Griffin, Loomis Martin
- **Documentation** Jason Cook

Base Deliverable - Systems

- ❑ **Process, Functionality, System Capability, Schematics, Draw**
- ❑ **Definition Of CPL Technology Standards For All Locations**
- ❑ **Display Matrix – Internal, External Definition, Layout and Development**
- ❑ **Audio System Definition, Layout and Development**
- ❑ **CCTV System Definition, Layout and**
- ❑ **Access Control – Building, Spaces Definition, Layout and Development**
- ❑ **Infrastructure, Racking and Termination For Low Voltage – Definition and Pathways**
- ❑ **Network Definition, Layout and Development**
- ❑ **Lighting Control Definition, Layout and Development**
- ❑ **Soundmasking System Requirements - Definition, Layout and Development**
- ❑ **Conferencing Spaces, Meeting Spaces Definition, Layout and Development**
- ❑ **Control System Definition, Layout and Development**
- ❑ **System Functionality Matrix and Definition**
- ❑ **GMP Proposal Submission With Drawings/Schematics**
- ❑ **Contract Documents**

Timetable

- Begin Design Project November 1, 2020**
- System Design Delivery October 1, 2021**
- GMP Proposal On Design December 1, 2021**
- System Delivery October 1, 2022**

Investment

- **Concept Design** **\$4,200**
- **Design Development** **\$8,400**
- **AV Draw-Schematics** **\$5,400**
- **GMP Services** **\$2,520**
- **Crescent Digital will perform all project management and installation work for systems designed.**

vocon.

ATTACHMENT E



FEE PROPOSAL
Cleveland Library System
Sterling Branch

6.23.2020

Attn: Ms. Laura Rees, RA, NCARB
Practice Leader, Architecture
Vocon

Scope Professional Cost Estimating Services as follows:

Breakdown of Fee

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1 Concept estimate	8	156	\$1,248.00
2 SD estimate - based on CSI format	28	156	\$4,368.00
3 DD estimate - based on CSI format + reconciliation w/ CMR	40	156	\$6,240.00
4 Review CMR Estimate at CD and provide comments	4	156	\$624.00
5 Drawing Reproduction (reimbursable)	1	300	\$300.00
			\$12,780.00

Clarifications

*Fee based on a 6500 sf renovation and 2200 sf addition / a construction budget of \$2.6 million.
Cost estimating to occur from November 2020 to October 2021
FF+E Cost estimating (Furniture, tech equipment) by others*

Sincerely,

A handwritten signature in blue ink that reads 'Erin McGuinness'.

Erin McGuinness, PE
President