

BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RICHARD L. BOWEN AND ASSOCIATES, INC. FOR THE ROCKY RIVER POLICE DIVISION NEEDS ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS: Article VII, Section 4 of the Charter of the City of Rocky River provides for the acquisition of personal services such as unique engineering services; and

WHEREAS: the City of Rocky River issued a Request for Qualifications for a Rocky River Police Division Needs Assessment, and nine (9) responses were received on June 10, 2016, copies of which are available at the Safety Service office; and

WHEREAS: the proposals were reviewed and evaluated by the Director of Public Safety Service, Police Chief and Lieutenant – Executive Staff Assistant, and it was determined to be in the best interest of the City of Rocky River to accept the proposal from Richard L. Bowen and Associates, Inc. in an amount not to exceed Forty Thousand Dollars and 00/100 (\$40,000.00) as further explained in Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with Richard L. Bowen and Associates, Inc., 13000 Shaker Blvd., Cleveland, Ohio 44120 for the River Police Division Needs Assessment in an amount not to exceed Forty Thousand Dollars and 00/100 (\$40,000.00) as further explained in Exhibit "A".

SECTION 2. That funds for said professional engineering services shall be paid from the City Hall Maintenance and Repair account of the Capital Improvement Fund.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the professional services are necessary to plan for the improvement of critical building operations at the City of Rocky River Police Division and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 12, 2016


JAMES W. MORAN
PRESIDENT OF COUNCIL

PRESENTED
TO MAYOR: December 12, 2016

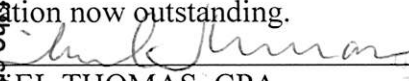
APPROVED: December 12, 2016

the undersigned clerk of the City of Rocky River, State of Ohio, do hereby certify that the foregoing ordinance was duly adopted and passed by the Council of the City of Rocky River, Ohio, on the 12 day of December, 2016, in accordance with the charter of Rocky River, commencing on


G. PEASE JANE P. REICH
OF COUNCIL, ACTING


PAMELA E. BOBST
MAYOR

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the hands of collection to the credit of the fund described herein free from any obligation or deduction now outstanding.


MICHAEL THOMAS, CPA
Director of Finance


Jane P. Reich
Clerk of Council of the City of Rocky River, Ohio
Acting

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 73-16 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 12 DAY OF December 2014. THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN, THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 73-16

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 12 DAY OF December, 2014.

James P. Reich
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Acting

the _____ day of _____, 20____, at Rocky River, Ohio, I, _____, Secretary of the City of Rocky River, Ohio, do hereby certify that the foregoing is a true and correct copy of the ordinance of the City of Rocky River, Ohio, as adopted by the Council of the City of Rocky River, Ohio, on the _____ day of _____, 20____.

Clerk

City of Rocky River, Ohio

 Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2nd day of August in the year 2016
Revised the 19th day of September in the year 2016
Revised the 31st day of October in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Rocky River
21012 Hilliard Blvd.
Rocky River, OH 44116

and the Architect:
(Name, legal status, address and other information)

Richard L. Bowen + Associates, Inc.
13000 Shaker Blvd.
Cleveland, OH 44120

for the following Project:
(Name, location and detailed description)

Rocky River Police Division
Needs Assessment

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Provide Needs Assessment review for Rocky River Police Division. This scope will include:

1. Distribute Self-Assessment Form to all Departments in the Police Division covering, but not limited to: Public Entry; Administration; Detectives; Patrol; Evidence; K-9; Dispatch; Support; Vehicles and Jail Area; Prisoner Intake Release; Housing and Support.
2. Provide Summary of Space Requirement Report, based on assessment results. Space Description to include: Quantity; Size; Special Equipment; Security; Required Access to Public or Other Departments in compliance with Applicable Codes and Standards.
3. Attend meetings with required personnel, including but not limited to: Police Division personnel, City Administration, City Council and State Jail Agency (Bureau of Adult Detention).
4. Provide up to three conceptual plan options for the Police Station that includes the potential for a secure entrance to City Hall in conjunction with a feasibility review for secure prisoner transport to the existing Municipal Court facility.
5. Develop concept plans to include necessary construction or phasing implementation. Assist the City in determining the "Most Feasible" option to be recommended by providing option comparison and cost estimate analysis for each design alternative.
6. Cost estimate(s) to be separated as requested for individual options including but not limited to: vehicle shelter, target range and communication upgrades.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive General Liability Insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 Aggregate Automobile Liability Insurance not less than \$1,000,000 combined single limit per accident .

.2 Automobile Liability

Comprehensive General Liability Insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 Aggregate Automobile Liability Insurance not less than \$1,000,000 combined single limit per accident.

.3 Workers' Compensation

Worker's Compensation Insurance which meets Ohio statutory requirements and employer's liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each disease.

.4 Professional Liability

Professional Liability Insurance Architects/Engineers in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of

Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

| \$40,000.00 Lump Sum

| *(Paragraphs deleted)*
§

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Zero percent (0 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

N/A

§ 6.4 PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1

AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

.2

Hourly Rate Schedule – Exhibit "A".

(Paragraphs deleted)

.3

Proposal Project Schedule and Scope.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

Richard L. Bowen, AIA, NCARB, President

(Printed name and title)

PROFESSIONAL SERVICE FEE SCHEDULE
EFFECTIVE 1/1/16

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
<u>ARCHITECTURE</u>	
Principal	\$195.00
Senior Project Manager	175.00
Senior Architect	130.00
Architect	115.00
Senior Associate	95.00
Project Associate	85.00
Staff Associate	75.00
Draftsperson	65.00
Tenant Coordinator	75.00
Shop Drawing Technician	75.00
Specification Writer	95.00
<u>DESIGN</u>	
Senior Designer	130.00
Graphic Designer	105.00
Staff Designer	95.00
Interior Designer	85.00
<u>ENGINEERING</u>	
Principal	195.00
Department Head	165.00
Senior Engineer	130.00
Senior Project Engineer	115.00
Lead Project Engineer	95.00
Staff Engineer	85.00
Engineering Technician	75.00
Draftsperson	65.00
Surveyor	70.00
Landscape Architect	75.00
<u>CONSTRUCTION MANAGEMENT</u>	
Director of Construction Management	195.00
Construction Project Manager	135.00
Construction Manager	110.00
Senior Estimator	100.00
Field Administrator	85.00
Cost Estimator/Quantity Surveyor/Scheduler	75.00
<u>ADMINISTRATIVE</u>	
Administrative Assistant	60.00

Law Enforcement Agencies are unique because they reflect the character and attitude of the communities they serve. Years of public policy developments, changes and evolution are combined with new techniques and trends in the criminal justice world in a building that must safely serve the citizens and staff who work within. This Needs Assessment will explore the physical, operational and security requirements of the Rocky River Police Station and test alternatives that will lead the Department into the future.

Our proposed and suggested meeting schedule assumes that there will be a designated primary point of contact from City Administration for our team. We usually work with a person who serves as a Project Manager or Facilitator (City PM) that will be actively involved the and participate in most or all of the meetings or work sessions.

This assessment will take place in 5 distinct phases:

1. Needs Assessment Questionnaire 2 weeks

RLB+A utilizes a Planning Questionnaire as a starting point for self-appraisal of each division within the Police Department. This form requests definition of current daily operations, staffing levels, interaction with the public, other agencies, or other internal divisions. Space needs, special equipment utilized and projected growth patterns are also requested, as is input from other groups such as Facility Maintenance and Information Technology.

These questionnaires become a vehicle for discussion during a series of interactive work sessions with RLB+A and Safety Service leadership. Through this process RLB+A will determine benchmarks for space needs and relationships between departments. Also during this phase, our plan would be to visit other local police departments that have done recent renovations, as a benchmark for the design work to come.

Meetings

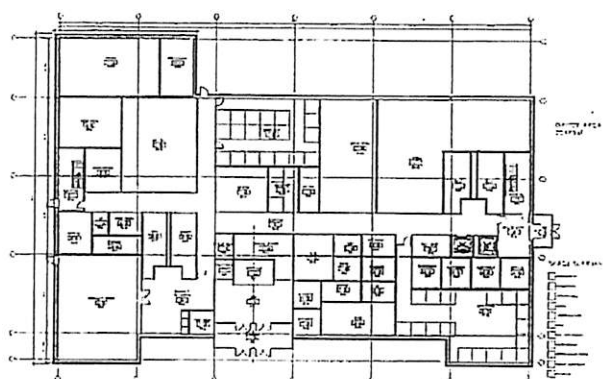
- **Kick-off meeting (1.5 hours)** - Includes Mayor, Safety Director, City's PM, and Police Administration
- **Tour of other local facilities (8 hours)** - Two half-day sessions touring 4-5 nearby facilities with Police Staff, City's PM, and other interested participants

2. Building & Space Needs Assessment 6 weeks

RLB+A will begin by assessing the physical condition and functional layout of the Rocky River Police Department facility to establish a baseline of its systems. We will look at the expected life and condition of Structural, Mechanical, Electrical, Plumbing, Fire Protection, Technology and Security systems. The integrity of these systems becomes a crucial factor in the feasibility process.

RLB+A will then explore space needs in greater detail, building on the benchmarks established through the questionnaire process. Quite often, space needs are defined by legal standards. For example, records retention with evidence processing and storage is one of the largest space needs in Police Stations today. RLB+A will discuss potential increased or projected staff growth to specify square-footage needs for each department and function.

POLICE STATION					
SPACE REQUIREMENT	Area	No. of	Area	Area	Remarks
	Sq. Ft.	Personnel	Sq. Ft.	Sq. Ft.	
RECEIVING					
Reception	150	1	150	150	
Waiting	150	1	150	150	
Interview	150	1	150	150	
Training Room	1,500	2	1,500	1,500	Training Room with 100 seats
Police Office	1,500	1	1,500	1,500	Police Office with 100 seats
TRAINING					
Training Room	1,500	1	1,500	1,500	Training Room with 100 seats
Police Office	1,500	1	1,500	1,500	Police Office with 100 seats
RECORDS					
Records Room	1,500	1	1,500	1,500	Records Room with 100 seats
Police Office	1,500	1	1,500	1,500	Police Office with 100 seats
STORAGE					
Storage Room	1,500	1	1,500	1,500	Storage Room with 100 seats
Police Office	1,500	1	1,500	1,500	Police Office with 100 seats
REMARKS					
				2,700	



RLB+A will create diagrams that illustrate the relative space needs of each department, and the connections between them. These diagrams will take into account the need for distinct and separate entrances for public, staff, and detainees to provide a safe and secure environment for all users. Separate entry points require well defined areas outside of the building, including parking areas, buffer spaces and secure fenced zones and overhead doors.

RLB+A's diagrams will also consider the relationship of the Police facility to the adjacent City Hall and Courthouse. Any change that may be considered

as part of the Needs Assessment must include discussion of its impact on these neighboring civic buildings.

Meetings

- **Initial Programming Work Sessions (8 hours total)** - One Full Day or Two Half Day sessions separated into meetings with each department supervisor, Police Administration, City's PM, Other City Agencies that may be impacted by the project.
- **State Jail Inspector Meeting (1.5 hours)** - Police Administration, City's PM, State Jail Inspector
- **Programming Review Sessions (6 hours total)** - Review findings in shorter meetings over the course of one day. Involves Department Supervisor, Police Administration, and City's PM.
- **Space Needs Summary Meeting (2 hours)** - Final Review of each department with Police Administration, City's PM and brief update to the Mayor

5. Assessment of Most Feasible Pursuit's**Effect on Police Response Time 3 weeks***(will run concurrently with Cost Estimates)*

RLB+A understands the importance of maintaining police functionality throughout any construction solution. Our recent Strongsville Police renovation and expansion included multiple construction phases that required the successful relocation of the Dispatch Center without with no down time in operations. The 12 Day Jail also remained operational for processing, holding and housing prisoners throughout all phases of construction. Our phased approach was factored into the Construction Documents and all workers on site respected the secure nature of the daily Police functions. Since new construction was built first, there was no need to provide temporary quarters for any of the divisions within the Department.

If the Needs Assessment reveals that a new facility must be built on the existing site, RLB+A will strategize temporary housing solutions and assess their impact on response time, holding facilities, and staff productivity.

Meetings

- **Preliminary Meeting (1.5 hours)** - Review of impact with Police Administration, City's PM and brief update to the Mayor
- **Follow Up Meeting (1.5 hours)** - Review with Police Administration, City's PM and brief update to the Mayor

Total Time for 90% Draft Report 15 weeks**Finalize Report (ready to present) 2 weeks****Proposed Final Presentations**

- **Final Presentation to Mayor and Police Administration (2 hours)**
- **Final Presentation to Council (1 hour)**
- **Other Presentations (TBD)**

