

STREETS, SIDEWALKS, PUBLIC PARKS, BUILDINGS,  
GROUNDS, AND GENERAL IMPROVEMENT COMMITTEE

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ORDINANCE NO. 18-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH BAKER BEDNAR SNYDER & ASSOCIATES INC. TO PROVIDE ARCHITECTURAL DESIGN SERVICES, BID PHASE ASSISTANCE, AND LIMITED CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES IN CONNECTION WITH THE KUNKLE ROAD GARAGE ROOF REPLACEMENTS AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

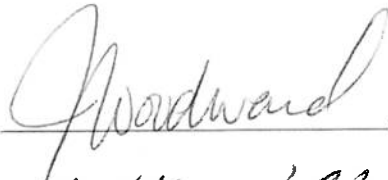
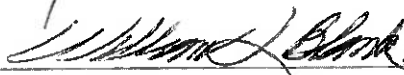
**Section 1:** That the Mayor and Clerk are hereby authorized to enter into an agreement with Baker Bednar Snyder & Associates Inc. to provide architectural design services, bid phase assistance, and limited construction administration and observation services in connection with the Kunkle Road Garage Roof Replacements project at a cost not to exceed Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00) in accordance with the attached Agreement, **Exhibit "A"**, the terms and conditions of which are incorporated by reference and made a part of this Ordinance.

**Section 2:** That the total cost for such services shall not exceed Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00) shall be paid from 303.320.52239 Capital Engineering.

**Section 3:** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and for the further reason that this Agreement must be implemented in a timely manner.

**Section 4:** That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 21 day of April, 2025.

 , Mayor  
 , Clerk



*Baker  
Bednar  
Snyder*

**& ASSOCIATES INC**

## **PROPOSAL FOR PROFESSIONAL DESIGN SERVICES**

March 31, 2025

Mr. Martin Nelder  
Street Commissioner  
Village of Lordstown  
1455 Salt Springs Road  
Lordstown, Ohio 44481

RE: Village of Lordstown Road Department Building  
Roof Covering Replacement  
4967 State Route 45  
Lordstown, Ohio 44481

Mr. Nelder,

Per our recent discussions, the following is a proposal for the design phase of the re-roofing project for your facility. Baker Bednar Snyder & Associates Inc. (BBS) appreciates the opportunity to provide Architectural and Engineering services for your project.

### **PROJECT SCOPE**

As we understand it, the project consists of the following:

1. Removal and replacement of existing roof covering, and associated accessories as follows:
  - a. The project consists of roofing two separate buildings. One garage is attached to the main office building and one garage is detached, behind the main building. The office building is not included in this proposal. The roof areas are as follows (refer to aerial image below for explanation of roof areas):
    - i. Large Garage Roof – Approximately 4,000 square feet.
    - ii. Small Garage Roof – Approximately 2,500 square feet
2. All necessary accessories including roof drains, scuppers, copings, flashings, etc for a complete project.

3. Minor mechanical, plumbing, and electrical engineering as needed to complete the project.
4. Preparation of a detailed technical specification manual.
5. Administrative services during bidding and construction.

## **PROPOSED PROFESSIONAL SERVICES**

With that in mind, we propose providing services for the preparation of construction documents to receive bids and permits for the replacement of the roof. This will include the following deliverables:

- 1) Due Diligence including:
  - a. Field survey and preparation of as-built documents.
  - b. Determination of proposed roof options and probable costs for each.
- 2) Construction Documents Phase:
  - a. Preparation of basic Construction Documents for permitting.
  - b. Coordination with Owner to confirm intent based on determined scope.
  - c. Coordination with Owner to coordinate schedule and phasing.
- 3) Development of a Project Manual consisting of the following:
  - a. General Conditions
    - i. Bidding Forms (Provided by Trumbull County)
      1. Instructions to Bidders
      2. Bid Proposal form
      3. Bid Bond
      4. Consent of Surety
      5. Non-Collusion Affidavit
      6. AIA 101 Instruction to Bidders
      7. Prevailing Wage Affidavit
      8. Delinquent Tax Affidavit
      9. Anti-Terrorism Affidavit
      10. Performance Bond
      11. Completion Affidavit
      12. AIA 201 General Conditions
      13. Supplementary Conditions (if required)
    - b. Technical Specifications
      1. Division 1 thru 33 as applicable.
- 4) General Administration:
  - a. Advertisement for Bids.
  - b. Clarifications/ RFI's during bidding period.
  - c. Bid Opening/ Bid Tabulation.
  - d. Review of Bids with recommendation.

- 5) Construction Administration:
  - a. Preconstruction Meeting (one).
  - b. Progress Meetings (4).
  - c. Review and Approval of shop drawings or submittals.
  - d. Review and Approval of Pay Requests.
  - e. Clarifications/ RFI's during construction.

In accordance with our understanding, the following services are **not** included in our work:

1. Any work to the office building (attached to the large garage).
2. Costs associated with building, zoning, signage or environmental permits and approvals.
3. Hazardous materials analysis / assessments or any work to obtain environmental approvals.
4. Development of Owner/Contractor Contract.
5. Prevailing Wage Coordination.
6. Renovations to interior. Should these be needed, we will provide a separate proposal.

#### **FEE**

As compensation for our services, Baker Bednar Snyder & Associates, Inc. proposes fixed fees for both **Architecture and Engineering** services as follows:

**Building Roof Recovering Design and Administration - \$18,900.00** (Eighteen thousand nine hundred dollars)

**Roof Inspection During Construction –Not Included, can be added for additional fee.**

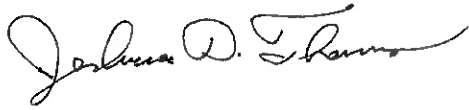
Invoices will be provided monthly as the project progresses.  
Reimbursable expenses are included in the above fees, unless excessive.

#### **SCHEDULE**

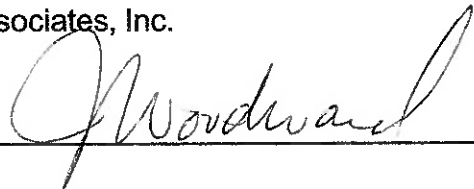
BBS anticipates starting work approximately six weeks from Notice to Proceed.

Once again, we thank you for the opportunity to submit this proposal for your consideration. Please do not hesitate to call in the event of any questions or concerns. Should this meet your approval, indicate your acceptance by signing below and returning one copy to our office. We look forward to hearing from you.

Respectfully submitted,

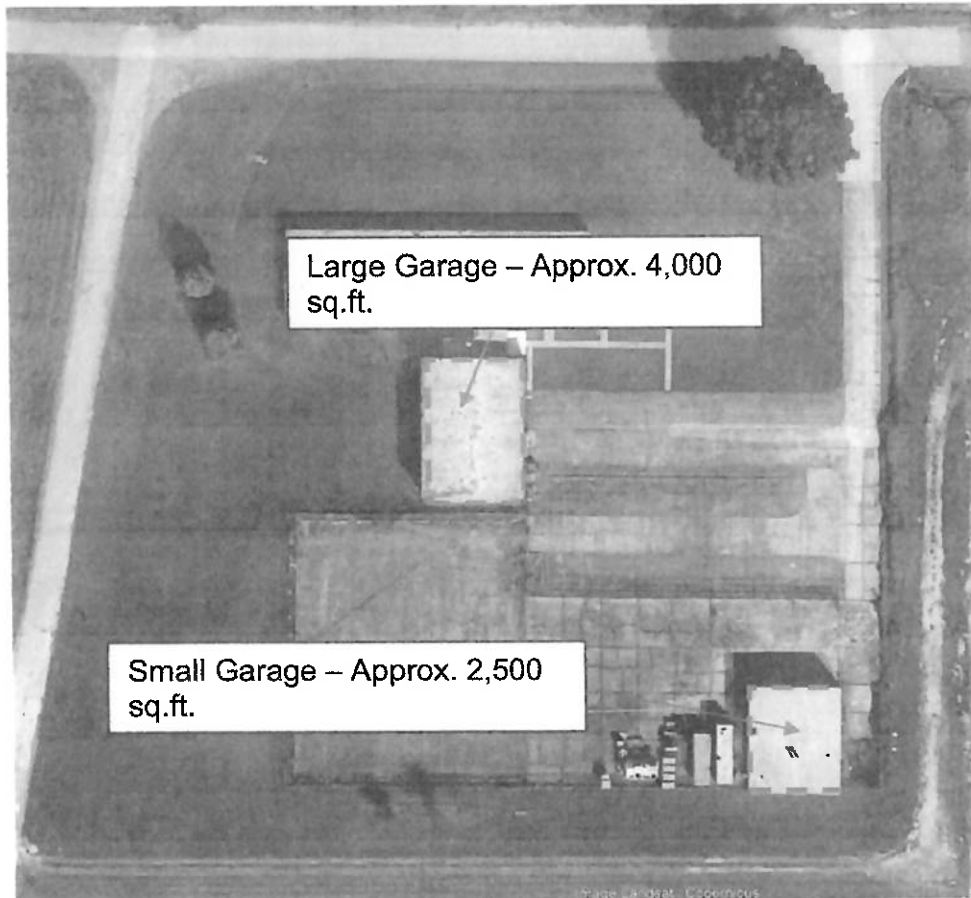


Joshua D. Thomas, P.E.  
Director of Engineering  
Baker Bednar Snyder & Associates, Inc.

Accepted by (signature): 

Print name & title: \_\_\_\_\_

Date: \_\_\_\_\_



Aerial Image of buildings to receive new roofs

# Terms and Conditions

The Engineer shall perform the services outlined in this agreement for the stated fee arrangement.

## Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

## Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Engineer may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

## Access to Site

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

## Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property. The Engineer shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

## Indemnifications

The Client shall indemnify and hold harmless the Engineer and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

## Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount

of \$10,000, the amount of the Engineer's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## Termination of Services

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

## Ownership of Documents

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

## Electronic Media

The Engineer makes no representation as to the compatibility of the CAD files with any hardware or software. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the Engineer reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.

All information on the CAD files is considered instruments of service of the Engineer and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of the Engineer and in no case shall the transfer of these files be considered a sale.

The Engineer makes no representation regarding the accuracy, completeness, or permanence of CAD files, or for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between the Engineer's sealed contract drawings and CAD files, the sealed contract drawings shall govern. It is the Client's responsibility to determine if any conflicts exist. The CAD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

The Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Engineer and its sub consultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CAD files by the Client, or by third party recipients of the CAD files from the Client.

The Engineer believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the Engineer harmless from such claims.

Any purchase order number provided by the Client is for Client's accounting purposes only. Purchase order terms and conditions are void and are not a part of this agreement.

## Dispute Resolution

Any claim or dispute between the Client and the Engineer shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Engineer.