

CLEVELAND PUBLIC LIBRARY

Board Meeting

September 13, 2022

**RESOLUTION AUTHORIZING AGREEMENT WITH UBIQUITOUS DESIGN, LTD.
FOR ARCHITECTURAL DESIGN SERVICES IN CONNECTION WITH THE
RELOCATION OF THE LOUIS STOKES WING STAFF BREAKROOM**

WHEREAS, On May 20, 2021, this Board unanimously approved a resolution authorizing the Library to explore options for high-density book storage on floors seven and nine of the Louis Stokes Wing; and

WHEREAS, On December 16, 2021, this Board unanimously approved a resolution authorizing the Library to enter into an agreement with the Spacesaver Corporation for the purchase and installation of high-density mobile shelving on floors 7, 8, and 9 of the Louis Stokes Wing; and

WHEREAS, Due to the sheer size of the collection being relocated from the Lakeshore Facility to the new shelving in the Louis Stokes Wing, it is necessary to relocate the staff breakroom currently located on the ninth floor of the Louis Stokes Wing to a new location on the lower level of the Main Library building; and

WHEREAS, The project of relocating the staff breakroom will include a break area with kitchenette and vending as currently exists on the ninth floor of the Louis Stokes Wing and will also include new enhancements such as expanded kitchen facilities (prep area and appliances) for light catering and infrastructure to support mobile “learning kitchen” appliances; and

WHEREAS, The Library has determined that it is necessary to retain the services of a design professional to prepare project documents and specifications, and to assist with bidding and contract administration for this project; and

WHEREAS, Pursuant to Ohio Revised Code Section 153.71, when the estimated cost of professional design services for a particular project will be less than \$50,000, the Cleveland Public Library may select a professional design firm from among the qualified design firms on file; and

WHEREAS, The Library has determined that Ubiquitous Design, Ltd., (“Ubiquitous”) is the most qualified firm among the firms on file to perform the design, bidding, and contract administration services for the relocation of the staff breakroom and mini-catering kitchen components; and

EXHIBIT 7

WHEREAS, Ubiquitous has proposed to provide architectural design services related to the relocation of the existing staff breakroom and the implementation of a mini-catering kitchen including preparing specifications and bidding documents, assisting with bidding, and performing contract administration services for a total cost of \$47,500; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO or his designee, to negotiate and execute an agreement with Ubiquitous Design, Ltd., subject to the review and approval of the Director of Legal Affairs, for the professional design services described in Ubiquitous Design Ltd.'s proposal, for a total contract price not-to-exceed \$47,500.00, to be charged to the Building and Repair fund account 40190105-55300-19901 (Construction/Improvements).



UBIQUITOUS DESIGN, LIMITED

**ARCHITECTURE · PLANNING · HISTORIC PRESERVATION
INTERIORS · GRAPHICS**

Professional Design Services Proposal

for



**CLEVELAND
PUBLIC
LIBRARY**

MAIN BRANCH

***325 Superior Avenue
Cleveland, OH 44114***

***Relocation of
Staff Breakroom and
Mini-Catering Kitchen Components***



31 August 2022



Mr. John Lang, *Chief Operating Officer*
Cleveland Public Library
325 Superior Avenue
Cleveland, Ohio 44114

Re: *Relocation of Staff Breakroom*
Main Branch
Proposal and Agreement for Architectural Services

Dear Mr. Lang:

We appreciate the opportunity to provide you with our professional design services proposal.

Accompanying this letter is our proposal and fee to complete the architectural and engineering services pursuant to our site visit. Below, we would like to reinforce our firm's capabilities before we expound on our fee.

Ubiquitous Design, LTD is uniquely qualified to provide the required services for the following reasons:

1. Availability
We would like to emphasize our ability to begin any/all work immediately following your authorization to proceed. Given our firm's size, we are confident in meeting scheduling goals for the various tasks that will be presented.
2. Experience
Ubiquitous Design, LTD has experience in the design of new buildings and considerable experience in the redesign, retrofitting and restoration of existing buildings. We are seeking to develop more expertise in new commercial and institutional construction, which is why we have increased our architectural staff over the past year.
3. Focus
The overall coordination of the work efforts will be provided by W. Daniel Bickerstaff II, AIA, NOMA, NCARB. As Principal Architect with Ubiquitous Design, LTD, overall project definition and communication with you and various municipalities shall be enhanced.
4. Creativity
Ubiquitous Design, LTD has won several design awards. We place a premium on creating environments, spaces and buildings that, not only meet our clients programmatic requirements, but also, reach a level of delight and ingenuity. It is this passion that separates our design practice from others.

Presently, we understand the scope of work to be:

- I. Prepare design and construction documents for the relocation of the existing Staff Breakroom located within the Louis Stokes Wing to the lower level of the Historic Main Library- scope to include design of mini-catering kitchen.

Features of the project shall be, but not be limited to:

-To be determined during our Program Development / Validation and Schematic Design Phases.

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- II. Basic services to be provided by Ubiquitous Design, LTD Architects consist of providing complete architectural, mechanical and electrical engineering services for the project.
 - a. All drawings will be developed in AutoCad format
 - b. UD, LTD will collect and review existing available drawings, if applicable
 - c. UD, LTD will meet with you and your representatives to review the basic parameters of the scope of work for the project:
 - d. Based on verification of scope and conditions, UD, LTD shall proceed as follows:

PHASE ONE

- A. **Existing Site Condition Investigation and Documentation:** Ubiquitous Design, LTD will develop detailed existing condition drawings to the extent required for the subsequent phases of work.
 - 1) We shall seek to utilize existing drawings of the site, and other drawings that may be available.
 - 2) Field verification of existing conditions will be a visual condition survey of area limited to general information with the level of detail appropriate to the requirements of the project.

- B. **Schematic Design:** Ubiquitous Design, LTD and our Consultants will develop drawings and other descriptions of work to fix and describe the size and character of the Project as to Architectural, Mechanical, and Electrical systems, materials, and such other elements as necessary based on the scope of the project. Services shall be further defined as follows:
 - 1) Confirmation of existing site conditions with level of detail to allow preparation of Schematic Design drawings.
 - 2) Review and refine project program, project budget, site, legal, code and special Owner requirements.
 - 3) Prepare functional space plans.
 - 4) Provide engineers with pertinent program data and plans.
 - 5) Prepare Mechanical and Electrical narratives relative to the proposed architectural layout.
 - 6) Create or obtain lists of the special building equipment and fixtures required by Owner.
 - 7) Prepare general description of the project, including materials and equipment outlines.

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- C. **Design Development:** Ubiquitous Design, LTD and our Consultants will develop drawings and other descriptions of work to fix and describe the size and character of the Project as to Architectural, Mechanical, and Electrical systems, materials, and such other elements as necessary based on the scope of the project. Services shall be further defined as follows:
- 1) Completion of Plans, Ceiling Plans and details needed to further develop the design.
 - 2) Owner Meetings: Owner Meetings needed to obtain design information and Owner decisions are anticipated as follows:
One review meetings with Owner to finalize details of the project.

PHASE TWO

- D. **Contract Documents:** Ubiquitous Design, LTD and our Consultants will prepare Drawings, Procurement and Contracting Requirements, and Specifications setting forth the requirements for the construction of the project. Services shall be further defined as follows:
- 1) Prepare Procurement and Contracting documents.
 - 2) One review meeting with designated representatives of the Owner to confirm the design and documentation.
- E. **Plan Approval:** Ubiquitous Design, LTD will apply for final plan approval with the City of Cleveland's Building Department
- 1) Respond to Adjudication Letter if applicable.
 - 2) Update Documents as may be required.
 - 3) Coordinate for Permit to be obtained by Contractor.
- F. **Bidding and Negotiation:** Ubiquitous Design, LTD and our Consultants will assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services shall be further defined as follows:
- 1) Coordinate distribution of bidding documents with a Printer selected by the Owner.
 - 2) Attend one (1) pre-bid conference.
 - 3) Respond to bidder Requests for Information (RFI's).
 - 4) Prepare and issue Addenda as may be necessary.
 - 5) Prepare a bid summary and evaluation, including (1) scope review
 - 6) Furniture Procurement Assistance
- G. **Construction Contract Administration:** Represent, advise, and consult with the Owner during the administration of the Contract for Construction. Services shall be further defined as follows:
- 1) Visit the site to observe construction. Site visits to coincide with Project Meetings.
 - (a) Site Meetings shall be defined as up to (1) meeting per two-week period during the course of construction (10 max.).
 - 2) Report to the Owner known deviations from the Contract Documents and from the most recent construction schedule.

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- G. **Construction Contract Administration (con.):**
- 3) Review and take appropriate action upon the Contractor's submittals.
 - 4) Conduct one (1) inspection for each design discipline to determine the date of Substantial Completion. Provide punch list if needed.
 - 5) Conduct one (1) review to confirm completion of Punch Lists and verify Final Completion.
 - 6) Interpret matters concerning performance of the Owner or Contractor as may be required.

DELIVERABLES

Based on our understanding of the project, UD, LTD will provide the following items.

- A. "Documentation and Construction Contract Administration" Basic Services
- 1) Contract Documents for Permit and Construction
 - 2) Normal documentation during construction

SCHEDULE

- A. TBD

QUALIFICATIONS AND ASSUMPTIONS

The following items are the basis for the Scope of Design Services.

- A. Architect shall not be responsible for "Pre-Construction CM Services" such as Cost Estimating, Construction Scheduling, and Constructability Reviews. If required by the Owner, such services shall be provided by others under a separate agreement with the Owner. Architect shall be entitled to rely upon the accuracy and completeness of such services.
- B. Energy efficiency studies and/or Life Cycle Cost analysis are not included in Basic Services.
- C. The Owner will provide an "Environmental/Hazardous Materials" survey and report for the existing building.
- D. UD will not provide cost estimating services. However plans shall be prepared in such that our construction consultants may obtain probable costs at cost.

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II. Based on the above information and services to be completed, Ubiquitous Design, LTD Architects proposes the following fee structure:

A. **Architectural Design and Documentation:**
Typical Fee: **10% of Construction Cost**
CPL Main Campus- Staff Breakroom Fee: **See page Seven**

B. **Hourly Rates:**

Principal Architect	\$190.00
Structural Engineer.....	\$190.00
Mechanical Engineer.....	\$190.00
Electrical Engineer.....	\$190.00
Site/Civil.....	\$100.00
Clerical.....	\$ 90.00

C. **Reimbursable Expenses:**
-Reproduction..... Cost

D. To provide additional services for unforeseen conditions as may be encountered or for changes in the individual project work scopes, UD, Ltd. will work on an hourly basis based on the rates set forth in paragraph II.B above. UD, Ltd. will not proceed with additional work unless authorized in advance by the owner and/or their representative.

Ubiquitous Design, LTD Architects looks forward to another opportunity to serve another **Reputable Institution**. If there are any questions on this proposal, or additional information is required, please contact us at 216.752.4444.

With regard,

UBIQUITOUS DESIGN, LTD
W. Daniel Bickerstaff II, AIA, NOMA, NCARB
Founder and Principal Architect

WDB II/db

c: file

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Architectural and Engineering Fee Schedule

CPL Main Campus Relocation of Staff Breakroom and Mini-Catering Kitchen Components
325 Superior Avenue Avenue
Cleveland, OH 44104

Plans to be prepared are, but are not limited to, the following:

Site Plan, Floor Plans, Interior Elevations, Sections 3D Renderings, Finishes Plan, Misc. Sections, Details Mechanical, Electrical Documentation, and 3D Renderings

PHASE ONE

- I Site Existing Condition Documentation and Program Development/Validation
- II Schematic Design
- III Design Development Documents

PHASE TWO

- IV Construction Documents
- V Bidding and Negotiations
- VI Construction Administration

Area: 3,000 SF

Cost per SF: \$200.00

Budget/Probable Construction Cost: \$600,000.00

Industry Standard Arch/Eng Fee- 10%
of Probable Construction Cost \$60,000.00

Ubiquitous Design, LTD Total Fee: \$ 47,500.00

-includes MEP design services

PHASE ONE

Ubiquitous Design, LTD Fee: \$ 23,750.00

-includes MEP design services

PHASE TWO

Ubiquitous Design, LTD Fee: \$ 23,750.00

-includes MEP design services

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The Owner shall compensate the Architect for services required beyond the scope of services outlined above in this proposal. Generally these services would be computed on an hourly basis, plus reimbursement expenses. Principal time \$190.00 an hour and CAD Operator time will be billed at \$90.00 an hour.

Services required beyond the scope of this proposal include, but is not necessarily limited by the following:

1. Revisions requested by the Owner after the approval of final construction documents, resulting in changes through no fault of the Architect.
2. Owner shall be responsible for any and all print, plotting and reproduction costs.

The Owner is responsible for outlining all requirements for this project, and securing all financing connected therewith. Should this project not progress in accordance with the schedule of phases agreed upon, through no fault of the Architect, the Owner shall compensate the Architect for services performed to the time of termination. The Owner shall be responsible for payment of all fees beyond the scope of the architectural services, which includes permits, insurance's, and legal counsel, as required for this project.

W. Daniel Bickerstaff II AIA, NOMA, NCARB
Ubiquitous Design, LTD
Founder and Principal Architect

08.31.2022

Date

John Lang, *Chief Operating Officer*
Cleveland Public Library

Date

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