

CLEVELAND PUBLIC LIBRARY

Board Meeting

June 19, 2018

RESOLUTION AUTHORIZING AGREEMENT WITH TAYLOR CONSULTING GROUP, LLC FOR DESIGN, BIDDING, AND CONTRACT ADMINISTRATION SERVICES FOR FACADE CLEANING AND RESTORATION AT THE MAIN LIBRARY AND LOUIS STOKES WING

WHEREAS, The Cleveland Public Library will be celebrating its 150th anniversary, CPL150, in 2019, and the Library is planning numerous events throughout the year to mark this momentous occasion; and

WHEREAS, Several of the CPL150 festivities will take place at the Main Library and Louis Stokes Wing, and the Library desires to have the façades of the two buildings professionally cleaned and restored to highlight their architectural beauty; and

WHEREAS, Due to the size, scope, and complexity of façade cleaning and restoration at the Main Library and Louis Stokes Wing, 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; 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 Taylor Consulting Group, LLC (“Taylor”) is the most qualified firm among the firms on file to perform the design, bidding, and contract administration services for the façade cleaning and restoration at Main and the Louis Stokes Wing; and

WHEREAS, Taylor has proposed to prepare specifications and bidding documents, assist with bidding, and to perform contract administration services for a total cost of \$40,000; 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 Taylor Consulting Group, LLC, subject to the review and approval of the Chief Legal Officer, for the design, bidding, and contract administration services described in Taylor’s proposal, for a total contract price not-to-exceed \$40,000.00, to be charged to the General fund account 12100053-53710 (Professional Services).

Taylor Consulting Group, LLC
PO Box 1570
Mentor, OH 44061

Phone: 440-840-9019
Fax: 440-209-9841
Email: gtaylor@tcgroupdesign.com



May 18, 2018

Jeremiah Swetel
Cleveland Public Library
Jeremiah.swetel@cpl.org
216-407-0296

RE: Cleveland Public Library – Main & Louis Stokes Building – Façade Cleaning & Restoration
Design, Bidding & Quality Assurance Observation Proposal

Dear Mr. Swetel,

We are submitting our proposal to provide the following services:

- Design & Construction Documents (Specifications and Bidding Documents)
- Bidding and Award Phase (Bidding Assistance and Recommendation)
- Construction Phase & Closeout Documents (Administration of Construction, Site Visits, and Reporting)

Thank you for the opportunity to provide a proposal for the design, bidding and quality assurance observation services for Cleveland Public Library. I look forward to speaking with you in the near future.

Best regards,

A handwritten signature in black ink that reads "Kurtis G. Taylor". The signature is written in a cursive, slightly stylized font.

Kurtis G. Taylor, PE

SCOPE OF BASIC SERVICES

Basic Services to be provided will consist of the following:

Concept Development & Schematic Design (Program Verification and Detail Drawings):

Program Verification: Development of schematic design and detailing. Preparation of AutoCAD drawings (title blocks, general notes, elevation, plans etc.).

Site Review: Perform site reviews to finalize schematic details, dimensions and quantities.

Construction Documents Phase (Construction Drawings and Specifications)

Drawings and Specifications. Prepare Drawings and Specifications setting forth in detail the requirements for the construction of the Project. With the consent of the Owner, TCG shall include Alternates in the Contract Documents. The Drawings and Specifications shall encourage competition.

Bidding Documents. Preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Instructions to Bidders, Bid Forms and Special Conditions.

Bidding and Award Phase (Bidding Assistance and Recommendation)

Prebid Conferences. Conduct prebid conference with prospective Bidders to familiarize Bidders with the Contract.

Bid Review. Review all responsive bids, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Owner about the award of, or rejection of, any bid or bids for each Contract for the Project.

Construction Phase (Administration of Construction)

The Construction Phase will commence with the award of a Contract for the Project to a Contractor and will terminate upon Final Acceptance of the Project by the Owner. Consultant services during the Construction Phase shall be in accordance with the Owner's request and per the attached Fee Schedule.

Site Visits – Progress:

The Consultant shall:

- (1) Provide oversight on administration of contracts for construction.
- (2) Promptly advise the Owner when the requirements of the Contract are not being fulfilled and provide recommended courses of action.
- (3) Review and comment on approved estimates of construction cost incorporating approved changes as they occur.
- (4) Provide on-site quality observation twice per week to monitor contractor's level of performance and endeavor to guard the Owner's interests against defects, deficiencies, record the progress of the project, and provide written reports.
- (5) Provide MAH with electronic quality observation reports and progress meeting minutes.
- (6) When the Consultant considers contractor's work or designated portion thereof substantially complete, Consultant shall prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion, and assist in conducting final inspections.
- (7) Provide oversight for punch-list items and the completion of any corrective work.

Construction Schedule. Review and approve the construction schedule for conformance with the Contract Documents, and inform the Owner of the need to update the Project Schedule as required to show current conditions to conform to the Construction Schedule.

Meetings. Schedule, conduct and participate in preconstruction, progress, quality control and special meetings with the Owner and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Consultant shall prepare and distribute minutes of all such meetings to the Owner, the Contractors and any other parties involved.

Submittal Review. Review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples, for conformity with the Contract Documents and shall review drawings, calculations and designs required of the Contractor and provided with such submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Contractors, Subcontractors, Material Suppliers or other persons).

Change Orders. The Consultant shall request Proposals from Contractors for potential and proposed changes in the Work. Prepare Change Orders and any necessary Drawings, Specifications and other documents and supporting data for Change Orders.

Contractor Payments. Based upon the review of the applicable Work and evaluations of the applicable Contractor's Applications for Payment, review and approve, modify or reject the amounts shown on such Applications as being due to the applicable Contractor in accordance with the Contract Documents. Each Application for Payment shall be signed by the Consultant and mailed to the Owner, as applicable.

Contract Closeout. Upon completion of Contractor's Punch List, the Consultant shall provide notice to the Owner that the Work is ready for Final Inspection, conduct the Final Inspection and prepare a revised Punch List, if applicable. Upon Contract Completion, any keys, manuals and originals of any guarantees, warranties, releases, bonds and waivers shall be provided to the Owner.

Contractor Responsibilities. The Consultant shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Consultant shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

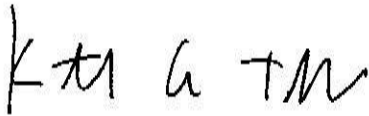
Consultant Fee & Scope of Services Breakdown	
Concept Development & Schematic Design <i>Program verification and Detail Drawings</i>	12,000
Design Phase & Construction Documents <i>Specifications and Bidding Documents</i>	14,000
Bidding & Award Phase <i>Bidding Assistance & Recommendation</i>	800
Construction Phase & Closeout Documents <i>Administration of Construction, Site Visits, and Reporting</i>	13,200
Total Consultant Fee:	\$40,000.00

The above fee is preliminarily based on a construction budget of \$500,000. The fee may need to be revised to reflect actual services once scope of work is determined

Indemnity

- (a) To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees, which the Consultant and its agents and employees may sustain or incur, but only to the extent such claim, damage, loss or expense is caused by Owner, its agents, officers, directors or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not caused in part by Consultant and its agents and employees. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification which would otherwise exist as to any party hereto.
- (b) To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner and its agents and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, which Owner and its agents and employees may sustain or incur, arising out of, resulting from or in connection with the performance of or provision of all services contemplated hereunder, but only to the extent such claim, damage, loss or expense is caused by Consultant, it agents, officers, directors or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not caused in part by Owner and its agents and employees. Such obligation shall not be construed to reduce or negate any other right or obligation or indemnification which would otherwise exist as to any party hereto.

PROPOSAL ACCEPTANCE



Kurtis Taylor, PE
Taylor Consulting Group

5/18/18

Date

Cleveland Public Library

Date