



**An Agreement for the Provision of
Limited Professional Structural Engineering Services**

Date: September 24, 2024

For: Joe Kickel

Project Name: Brecksville Service Garage Fire Reconstruction Project
Construction Administration Services

Location: 9023 Brecksville Rd, Brecksville, Ohio 44141

Scope of Project

Construction administration services for the rebuild scope of work on IALPE issued drawings dated September 17, 2024. Services are limited to structural scope of work.

Scope of Services

The Structural Engineer will only provide the following services for this project:

1. Pre-Construction Phase Services
 - a. **(1)** Pre-bid walk through meeting.
 - b. Coordinate Geotechnical Engineering Services
 - 1) Review of contract
 - 2) Coordinate onsite borings and test pit excavations as required
 - 3) Review of geotechnical report.
 - 4) **(1)** meeting onsite
 - c. Assist in reviewing contractor bids for scope of work and provide recommendations and comments
 - d. **(1)** Pre-Construction Kick-Off Meeting
2. Construction Phase Services
 - a. Coordinate Special Inspections including coordination between The City of Brecksville as the contract holder for the Special Inspections and with the General Contractor. The General Contractor is responsible for the ongoing coordination of required inspections directly with the Special Inspections company.

- b. Review construction submittals during construction. This includes review of fabrication drawings and product submittals. Review of these documents is to ensure general conformance with design documents. Contractor will be responsible for any deviations from design documents unless approved in advance in writing by this office.
 - c. Review testing services reports.
 - d. Respond to Contractor Requests for Information
 - e. **(4)** Construction site visits-meetings to observe the progress of construction, assist in resolving any issues due to field conditions, or for Owner Construction meetings. Construction means and methods and sites safety are not the responsibility of this Office. The Contractor is solely responsible for these items. Reports will be prepared and distributed to all parties.
 - f. Record drawings of the finished construction will be prepared based on information submitted by the Contractor and field information obtained during site visits. The drawings will only reflect this office's general knowledge of the construction and the information furnished by the Contractor.
4. Additional Services

Upon request of the Owner, Client, and/or authorities having jurisdiction, and approved by the Client in a Scope of Services Change form, in advance of providing additional services, the Structural Engineer will provide additional services at hourly rates established or fixed fee to be determined at time of request. This may include, but not limited to, the following:

- a. Services not described in this agreement or cover letter.
- b. Study, design or preparation of alternate structural systems after start of construction documents.
- c. Design of deep or special foundations as recommended by geotechnical report if not already referenced in proposal.
- d. Additional site visits beyond those listed.
- e. Upon substantial completion of construction, visit the site and prepare a punch list of items to be finished or corrected by the contractor prior to acceptance by the Owner. Copy of punch list will be distributed to all parties.
- f. Prepare a record set of "as-built" construction documents for Owner's records. Drawings will be based on information provided by the Project's Contractor. This office will not be liable for accuracy of information provided by Contractor.

FEE BASIS: Hourly @ \$170/hour Not-To-Exceed \$8,500

Offered by
I.A. LEWIN, P.E. AND ASSOCIATES

Accepted by (Client)



Principal

Signature

Print Name and title

Date

The Terms and Conditions attached are part of this agreement

Services will begin upon receipt of a signed contract and an approved schedule.

TERMS AND CONDITIONS

I.A. Lewin, P.E. and Associates (IALPE) shall perform the services in accordance with standards of professional engineering services as outlined in this agreement for the stated fee agreement.

ACCESS TO SITE

Unless otherwise stated, IALPE will have access to the site for activities necessary for the performance of the services; IALPE 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.

FEE

The lump sum fee, based upon Scope of Services, shall not be exceeded without advance written approval of the Client. Should any dispute arise during performance of this contract, the Client remains obligated to pay for all fees and reimbursable expenses earned for services completed for the project.

BILLING/PAYMENTS

Invoices will be submitted on a monthly basis with reimbursable expenses and are due when rendered. Fees for approved scope of services changes will be issued separately and are due upon receipt. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and IALPE 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.

Payment of any invoice by the Client to IALPE shall be taken to mean the Client is satisfied with IALPE's services to the date of the payment and is not aware of any deficiencies in those services. If the Client objects to any portion of an invoice, the client shall notify IALPE, in writing, within 15 calendar days of the receipt of the invoice. The Client shall identify in writing the specific cause of the disputed amount and shall pay that portion of the invoice not in dispute in accordance with the other payment terms in this agreement. Any disputed amount that cannot be resolved within ten (10) calendar days of written notice of dispute shall be resolved in accordance with the MEDIATION provision of this Agreement. If the Client fails to make payments when due, IALPE may suspend performance of services upon seven (7) calendar days' notice to the Client. IALPE shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by failure to make payments. Upon payment of past due amounts in full, IALPE shall resume its services with equitable adjustment in schedule to compensate for period of suspension.

HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If IALPE has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said conditions. If (1) the Client fails to authorize such investigation or correction after due notification or (2) IALPE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and IALPE shall not be responsible for the existing condition nor any resulting damages to persons or property.

REIMBURSABLE EXPENSES

Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to: transportation, meals and lodging for travel for trips over 50 miles from office; overnight deliveries; courier services; professional services sales taxes; and the cost of reproductions (from prints or electronic files) beyond those normally required for coordination and information purposes. Plots from electronic files of architectural or contractor supplied drawings will be invoiced as a reimbursable expense. The fee includes one (1) final plot of each sealed structural drawing. Any plots requested after sealed drawings are issued or due to changes by the client after sealed drawings are issued will be invoiced as a reimbursable expense. Reimbursable expenses will be invoiced at 1.1 times the direct cost.

RISK ALLOCATIONS

In recognition of the relative risks, rewards and benefits of the project to both the Client and IALPE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, IALPE'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 **\$100,000**, or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, IALPE'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 IALPE for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

MEDIATION

In an effort to resolve any conflicts that arise during design, construction, or after completion of the project, the Client and IALPE agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ASSIGNMENT OF CONTRACT

Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement (including but not limited to any fees that are or may be due) without prior written consent of the other party. Subcontracting to subconsultants normally engaged by the Structural Engineer, with prior written consent of the Client, shall not be considered an assignment for purposes of this agreement.

OWNERSHIP DOCUMENTS

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

PROPOSAL VALIDITY

This proposal is valid for 30 days after the date listed.

BASIS OF AGREEMENT

Other documents attached to this, including but not limited to the following: Agreement for Providing Limited Structural Engineering Services; Terms and Conditions; and Project Scope Description, all form a complete agreement. Any previous verbal or written communication prior to the date of this agreement is not part of this agreement.

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.