



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-48**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
BETWEEN THE CITY OF BROADVIEW HEIGHTS AND HEJDUK-COX AND
ASSOCIATES, INC. FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES FOR
RELOCATION OF THE 2025 CAMPUS IMPROVEMENT PROJECT FOR PICKLEBALL
COURTS, BASKETBALL COURTS AND TENNIS COURTS IN THE CITY OF
BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY**

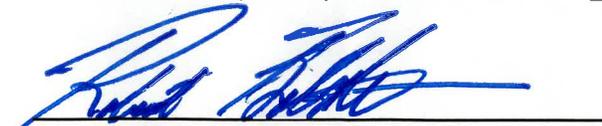
WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Hejduk-Cox and Associates, Inc. for additional engineering and design services for relocation of the 2025 Campus Improvement Project for pickleball courts, basketball courts and tennis courts in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Hejduk-Cox and Associates, Inc. for additional engineering and design services for relocation of the 2025 Campus Improvement Project for pickleball courts, basketball courts and tennis courts in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 10th day of March, 2025


Robert Boldt, President of Council


Samuel J. Alai, Mayor

March 10, 2025
Date

Robin Parsons

Attest: Robin Parsons, Clerk of Council

March 10, 2025

Date

Engineering Department

Legislative Request

To: Clerk of Council, Vince Ruffa, Law Director
Date: 03/03/2025
From: Ethan Neff, Assistant City Engineer
Project: 2025 City of Broadview Campus Improvement Project Additional Design Scope

The Engineering Department is requesting approval to accept a design service proposal modifying the scope of the 2025 Campus Improvement Project. This proposal includes additional surveying, project alignment, and electrical design. The cost of the proposal is \$14,945.00.

The additional design scope is needed to prevent a Police Station power outage for a minimum of 3 days.

HEJDUK-COX AND ASSOCIATES, INC

32145 Old South Miles Road Solon, Ohio 44139 (440) 248-1330

CIVIL ENGINEERS AND SURVEYORS

ENGINEERING DESIGN AGREEMENT ADDITIONAL SERVICES RELOCATION OF PICKLEBALL COURTS, TENNIS COURTS & BASKETBALL COURT

DATE: March 3, 2025

TO: CITY OF BROADVIEW HEIGHTS
Ethan R, Neff, E. I., Assistant City Engineer
Broadview Heights Engineering Department
9543 Broadview Road
Broadview Heights, Ohio 44147
VIA EMAIL: eneff@broadview-heights.org
Herein referred to as the "CLIENT" or "CITY"

FROM: HEJDUK-COX AND ASSOCIATES, INC.
32145 Old South Miles Road
Solon, Ohio 44139
Herein referred to as "HCA"

PROJECT DESIGNATION

Project: RELOCATION OF PICKLEBALL COURTS, TENNIS COURTS & BASKETBALL COURT ADDITIONAL ENGINEERING DESIGN SERVICES

Location: Broadview Road & Oakes Road, Broadview Heights, Ohio

SCOPE OF SERVICES

Hejduk-Cox and Associates, Inc. (HCA) proposes to perform additional engineering design services for the revision of the Site Plan and related Improvement Plans including Lighting Design and Plans as a result of revising the Pickleball Courts, Tennis Courts and Basketball Court (COURTS) in a general westerly direction as directed by the City of Broadview Heights Engineering Department.

Designs, calculations, estimates, documents and improvement plans generated under this agreement shall be incorporated with documents and improvement plans previously or currently being produced as part of the contract to design the COURTS.

The Consultant's work will be divided into two (2) parts as follows:

- I REVISIED SITE PLAN & IMPROVEMENT PLANS**
- II REVISIED LIGHTING DESIGN**

The Consultant's work will cover, but not be limited to, the following items of work as listed under each part below:

I-REVISED SITE PLAN & IMPROVEMENT PLANS

1. Discussions and coordination with the City of Broadview Heights, discuss and review the parameters of the project, prepare sketches and scenarios of the proposed court layouts and drainage, and explore potential options.

2. A Topographic survey has been performed by RM Kole and Associates for the project area. A copy of that Topographic map has been provided to HCA for our use in designing the project. It is desired to obtain additional site information to update existing conditions data. In an effort to expedite the design process, HCA shall perform limited field surveying and investigation to further verify utility information as best as possible.
3. From information obtained from the City of Broadview Heights Engineering Department and the limited additional field surveying, modify the base map by relocating proposed courts, sidewalks, and revise water quality swales. Research existing storm sewers and explore potential new laterals, recalculate water quality volume, bioswales and swale size and configuration.
4. Explore options for materials, equipment and construction; prepare preliminary plan sheets showing the proposed improvements including preliminary drainage and lighting.
5. HCA will plot drawings and submit to the CITY for review and comment. Contact utility companies and submit drawings for their review and comment. Initiate coordination of needed utility relocations. Perform appropriate design changes as recommended by the CITY.
6. Perform quantity take-off of the Pickleball Courts, Basketball Court and Tennis Courts and prepare cost estimate of construction. Prepare draft of "Bid Documents" which shall include any specifications needed to supplement the Standard Specifications for construction currently in use by the CITY and Bid Sheets indicating the approximate quantities of each item to be provided and providing space for the contractor to indicate the cost of each unit as well as the total cost for the item. The CITY shall supply a copy of sample standard documents (Template) to be used by HCA in the preparation of bid documents and specifications.
7. Perform final revisions to design drawings and bid documents as recommended by the CITY. Submit final plans, specifications and bid documents to the CITY for approval. Upon approval, provide the CITY with final improvement drawings and documents/specifications in PDF format for their use.

II – REVISED LIGHTING DESIGN

1. HCA shall coordinate the services of Emery Electric, Inc. (EMERY) for the revision and updating of lighting design plans for the COURTS. This shall include additional site visits by EMERY to review existing electrical conditions, and the review of high voltage drawings and documents provided by the CITY.
2. EMERY shall update drawings and documents to reflect the new location of lighting improvements.

ESTIMATED COMPENSATION:

Estimated additional compensation to HCA shall be as described below:

1. **COURT RELOCATION ADDITIONAL COMPENSATION:**

Site Plan & Improvement Plans	\$11,651.00
Limited Field surveying	\$1,494.00
<u>Lighting Design</u>	<u>\$1,800.00</u>
Total Estimated Base Compensation	\$14,945.00
2. The hourly cost of personnel of HCA to be used on this PROJECT and any extra work or additional services authorized by the CLIENT shall be as shown in the following Schedule of Rates:

SCHEDULE OF RATES (effective through June 2025)

Principals of firm	\$180.00/hr.
Registered Professional Engineer	\$132.00/hr.
Registered Professional Surveyor	\$120.00/hr.
Two Man Survey Crew	\$182.00/hr.
Three Man Survey Crew	\$268.00/hr.
Professional Surveyor w/GNSS unit	\$140.00/hr.
Materials, supplies, delivery, etc.	Cost plus 15%

3. Invoices shall be paid within thirty (30) days of invoicing, any fees not paid within the allowable time shall be considered delinquent and a service fee of 1.5% per month shall be charged on delinquent amounts. HCA shall not be required to work on this project while any invoices are delinquent.

MISCELLANEOUS PROVISIONS, GENERAL CONSIDERATIONS AND COMMENTS

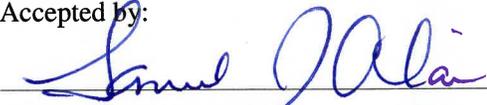
1. Miscellaneous Provisions, General Considerations and Comments for this agreement shall be the same as the two (2) previous agreements proposed by HCA and confirmed by the CITY for this project.
2. HCA reserves the right to withdraw or revise this estimate if the CLIENT does not accept it within thirty (30) days of the date indicated, or if the scope of services changes.
3. The attached "Professional Services Standard Terms and Conditions" shall be included as part of this agreement.

If you have any questions or comments about this agreement, please contact our office.

Submitted by:

Kenneth J. Hejduk 3-03-25
Hejduk-Cox and Associates, Inc. Date
Kenneth J. Hejduk, President

Accepted by:



City of Broadview Heights Date
Samuel J Alai 3/10/25
Print Name

Professional Service Standard Terms and Conditions

Access to Site

Unless otherwise stated, Hejduk-Cox and Associates, Inc. (HCA) will have access to the site for activities necessary for the performance of the services. HCA will take reasonable 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 total fee, except stated lump sum, shall be an estimate, based upon Scope of Service, and shall not be exceeded by more than twenty (20) percent, without written approval of the Client/Owner. 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 for services and reimbursable expenses shall be submitted, at HCA's option, either upon completion of services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date or a period as stated within a specific agreement. Any fees not paid within the allowable time shall be considered delinquent and a service charge of 1.5% (or the legal rate, whichever is greater) per month will be applied to the unpaid balance after 30 days. HCA shall not be required to work on this project while any invoices are delinquent. Retainers shall be credited on the final invoice. The Client/Owner agrees to pay all costs of collection, including reasonable attorney's fees.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing surfaces or is not capable of investigation by reasonable visual observation. If HCA has reason to believe that such a condition may exist, the Client/Owner shall authorize and pay for all costs associated with the investigation of such condition. If (1) the Client/Owner fails to authorize such investigation after due notification, or (2) HCA has no reason to believe that such a condition exists, HCA shall not be responsible for the existing condition or any resulting damages to person or property. HCA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client/Owner and HCA, the Client/Owner agrees, to the fullest extent permitted by law, to limit HCA's total liability to the Client/Owner, for any and all damages or claim expenses (including attorney's fees) arising out of this agreement, from any and all causes, to the total amount of HCA's fee or another amount agreed upon when added in writing to the agreement.

Termination of Services

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

Ownership of Documents

All documents produced by HCA under this agreement shall remain the property of HCA and may not be used by this Client/Owner, or any others, for any other purpose without the written consent of HCA.

Dispute Resolution

Any claim or dispute between the Client/Owner and HCA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.