

Resolution 2024-200

A Resolution Approving ARPA Funds for Architectural and Site Engineering Services Related to the Construction of the New Road Department Garage

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person at a Regular Meeting at 12:00 p.m. on Thursday, December 12, 2024. The trustee marked below made a motion for the adoption of the following Resolution:

Leezer

Fleshman

Blevins

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio, approves and authorizes the encumbrance of ARPA funds not to exceed \$50,000.00 specifically for architectural services including building design, construction documents, and site plans provided by Ronald J. Gajoch and Associates, Inc. for the Township's new road department garage.

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to this Resolution were passed in an open meeting of the Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED that this Resolution shall be declared an emergency and be in full force and effective immediately upon its adoption.

The following trustee marked below seconded the motion:

Leezer

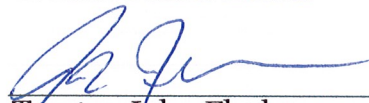
Fleshman

Blevins

Roll was called for the adoption of the Resolution, and the vote was as follows:

Leezer: YES/ NO **Fleshman:** YES/ NO **Blevins:** YES/ NO

Trustee James Leezer



Trustee John Fleshman



Trustee Mike Blevins

Adopted: December 12, 2024

**RONALD J. GAJOCH
& ASSOCIATES, INC.**

ARCHITECTS
& PLANNERS



November 15, 2024

Steve Mazer, Administrator
Franklin Township
2193 Frank Rd.
Columbus, Ohio 43223
Via Email: smazer@franklin-township.com

Proposal/Agreement

RE: Fee Proposal –Preliminary Architectural Services For: Permit drawings for Vehicle Storage Building for Franklin Township Ohio..
Project No- FT000224

Dear Steve:

RJG & Associates is pleased to submit this fee proposal to provide Architectural & Site Engineering Services to assist Franklin Township and prepare building permit drawings for a Vehicle Storage Garage . We thank you for the opportunity. The scope of services includes drawings and permit submission for the Vehicle Post Frame Garage.

Fees And Payment:

RJG & Assoc., Inc. shall provide services, as describe herein, in accordance with the terms and conditions of AIA Document B141, 1987 Edition, Standard Form of Agreement between Owner & Architect, and attached supplemental Terms & Conditions per hourly rates listed below not including reimbursable expenses. The services as described below shall be (\$48,569.00) Fourty Eight Thousand Five Hundred Sixty-Nine Dollars. For additional services, please refer to the attached Schedule of Hourly Rates. *Note: If Franklin County requires a SWP3 (not included) the Engineer estimates the fee to begin at \$7,095.00.*

Site:

Preliminary Plan	\$3,795.00
Construction Plan	\$9,775.00
Permitting	\$2,300.00
Administrative/Meeting	\$4,910.00

Building Design:

Construction Documents	\$21,789.00
Misc. Franklin Township Work information	\$2,500.00
Adminstrative/Meetings/Permit Submission	\$3,500.00

Total: **\$48,569.00**

Additional Services:

Additional Services (Including Construction Administration Services) requested by the Owner will be billed at the following hourly rates. Reimbursables will be billed at a rate 1.15 times original cost.

Schedule of Hourly Rates:

RJG & Associates, Architects & Planners

Architect	\$ 203.95/Hour
Civil Engineer	\$ 215.00/Hour
Project Architect/Designer	\$ 114.95/Hour
Drafting & CADD	\$ 79.95/Hour
Secretarial/Word Processing/Administrative	\$ 49.50/Hour

Thank you for the opportunity. If you should have any questions please contact me at your earliest convenience.

Sincerely,

Ronald J. Gajoch, AIA

Ronald J. Gajoch
President

Accepted By: _____

Date: _____

Please email a signed copy of proposal to ron@rjg-arch.com and mail the original signature copy to RJGA –5134 Blazer Parkway – Dublin, Ohio 43017

SUPPLEMENTAL TERMS AND CONDITIONS

Ronald J. Gajoch & Associates, Inc. shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site: Unless otherwise stated, Ronald J. Gajoch & Associates, Inc. will have access to the site for activities necessary for the performance of the services relating to non-prototypical analysis. Ronald J. Gajoch & Associates, Inc. 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 total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded 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.

Exclusions: The services relating to the fee are defined in the proposal. Services not defined under the proposal shall be invoiced as additional services. This proposal specifically excludes any and all, structural engineering, civil engineering/site planning, MEP engineering, interior design, zoning, geotechnical and environmental services, design modifications, bidding and construction administration services.

Billings/Payments: Services (including reimbursable and additional services) shall be invoiced monthly and payment shall be rendered within thirty (30) calendar days. Invoice shall be considered PAST DUE if not paid within 45 days after the invoice date and Ronald J. Gajoch & Associates, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers /Deposits shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees. No retention shall be held for design services. Reimbursable Expenses shall include, but are not limited to mileage, fee's, permitting, printing, etc.

Owner Supplied Data: Owner, owner's agent, landlord, lessee, lessor, franchisee and/or franchisor supplied data for the work set herein shall be assumed to be accurate. The client shall be responsible and totally at risk for undisclosed conditions and/or for information, and data provided to Ronald J. Gajoch & Associates, Inc.. Ronald J. Gajoch & Associates shall not be responsible or liable for work based upon owner supplied data or any resulting damages to persons or property. The Owner shall obtain any professional services design release required by law by previous consultants.

Mediation: In an effort to resolve any conflicts that arise, the Client and the Architect agree that all irresolvable disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Hidden Conditions: Any structural, mechanical and electrical condition are hidden if concealed by existing finishes or is not capable to investigation by reasonable visual observation. If Ronald J. Gajoch & Associates, Inc. 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 condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) Ronald J. Gajoch & Associates, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and Ronald J. Gajoch & Associates, Inc. shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the Client and Ronald J. Gajoch & Associates, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Ronald J. Gajoch & Associates, Inc.'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 Ronald J. Gajoch & Associates, Inc.'s fee (whichever is greater), or other amount agreed upon when added under "Additional Services" conditions. Such causes, include, but are not limited to Ronald J. Gajoch & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated upon 14 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Ronald J. Gajoch & Associates, Inc. for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents: All documents produced by Ronald J. Gajoch & Associates, Inc. under this agreement shall remain the property of Ronald J. Gajoch & Associates, Inc. and may not be used by this Client for any other endeavor without the written consent of Ronald J. Gajoch & Associates, Inc.

Applicable Law: Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Ronald J. Gajoch & Associates, Inc.