

ORDINANCE NO. 8-26

**AN ORDINANCE AUTHORIZING THE HIRING OF
PERSPECTUS TO PROVIDE BASIC ARCHITECTURAL SERVICES
IN PREPARATION FOR THE CONSTRUCTION OF A NEW FIRE STATION
(NO. 2) TO BE LOCATED AT MIDDLETON ROAD AND PENDLETON COURT
AND DECLARING AN EMERGENCY**

WHEREAS, due to the continued growth of the city, the Administration deemed it necessary to explore and/or pursue construction of a second fire station at the corner of Middleton Road and Pendleton Court; and

WHEREAS, in October, 2025 the city published an RFQ (Request for Qualifications) for Design Services related to this proposed new fire station with the goal of hiring a qualified professional firm to perform architectural services and prepare plans and specifications for the construction of said station; and

WHEREAS, the administration had an opportunity to evaluate and rank the Statement of Qualifications (SOQs) submitted by several design professionals to determine the most qualified to perform said service; and

WHEREAS, after negotiations with Perspectus, an agreement has been reached wherein they will provide the professional design services and prepare plans and specifications for the construction of said fire station; and

WHEREAS, Council has reviewed said agreement submitted by Perspectus. and finds it to be in the best interests of the city to retain their services for the purposes set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Mayor is hereby authorized to enter into an Agreement with Perspectus for professional services set forth in Exhibit A, which is made a part of this Ordinance by reference.

Section 2 - That said professional services are required for the construction of a new fire station and appurtenances thereto to be located at the corner of Middleton Road and Pendleton Court in the City of Avon.

Section 3 - That the fees for said professional services, which are set forth in Exhibit A, shall be paid from the Fire Station No. 2 Improvement Fund No. 428 pursuant to the directives of the Finance Director.

Section 4 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to hire Prospectus to perform the architectural services referenced herein for the new fire station (No. 2) at Middleton Road and Pendleton Court; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 26, 2026 DATE SIGNED: January 26, 2026

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: January 27, 2026

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara J. Brooks
Barbara J. Brooks, Clerk of Council

Posted: January 29, 2026
Electronically and at City Hall as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 8-26, passed by the Council of said City on January 26, 2026.

IN WITNESS WHEREOF, I have on this 28th day of January 2026, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

PERSPECTUS

AGREEMENT

January 23, 2026

Duane Streator, Public Safety / Service Director
City of Avon
36080 Chester Road
Avon OH 44011
dstreator@cityofavon.com
440-934-1211

Subject: City of Avon – Fire Station No. 02

Dear Mr. Streator,

We are pleased to submit our Programming and Schematic Design services Fee Proposal for your proposed Fire Station No. 02. The following will provide you with our understanding of the project, our process, assumptions and related compensation. This document will be used as our sole Agreement, given the limited scope of these phases of design.

PROJECT DESCRIPTION

The Project includes phases for Programming & Site Survey, followed by Schematic Design & Construction Cost Estimating services for the new Fire Station No. 02. It is assumed this fire station will be similar in size to Fire Station No. 01, which is approximately 15,000 sf. The proposed project site is located on the southeast corner of Middleton Dr. and Pendleton Ct.

BASIC SERVICES

Basic Services will include architectural, plumbing, mechanical, electrical, technology engineering, and interior design. Our approach is summarized as follows:

Programming

- a. Distribute staff and administration surveys, compile results, and conduct a review session.
- b. Participate in tours of 3-4 similar local fire stations, followed by a meeting to discuss observations. Assume 3 days of tours and meetings.
- c. Develop and document the proposed Space Program with room sizes, quantities, and room data sheets. Assume 5 meetings (virtual and in-person) to review and finalize.
- d. Review existing Fire Station No. 01 and document opportunities for improvement.
- e. Preliminary Construction Cost Estimate / Range, based on programming results and similar, recent projects in NE Ohio.
- f. Site survey of the selected parcel(s) including boundaries, utilities, and topography.

Schematic Design

- a. Review proposed site utilities, storm water solution(s), access, and planning.
- b. Develop schematic design options including floor plans and exterior design concepts.
- c. Develop general recommendations for plumbing, mechanical, and electrical work and identify potential issues based on existing available utilities.
- d. Meet with users to present and review schematic design options, assume 5 in-person meetings.
- e. Provide 2 exterior renderings as part of reimbursable expenses.

Construction Cost Estimating

- a. Prepare a Construction Cost Estimate based on the Schematic Design deliverables.

PROPOSED TEAM

Perspectus Architecture	Project Design Management, Architectural & Interior Design
Mull & Weithman	Fire Station Programming and Planning
Karpinski Engineering, Inc.	Plumbing, Mechanical, Electrical & Technology Engineering
Thorson + Baker	Structural Engineering
Bramhall Engineering & Surveying	Civil Engineering and Site Survey
Construction Consulting & Estimating (CC&E)	Construction Cost Estimating

FEES AND EXPENSES

Basic Services Compensation

Basic Services will be completed on a phased basis: Phase 1 will consist of Programming and Site Survey, then upon the City's written direction and approval, Phase 2 will commence and consist of Schematic Design and Construction Cost Estimating.

Compensation for Basic Services is proposed as the following lump sum fee:

Phase 1

Programming & Site Survey	\$ 78,250.00
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Phase 2

Schematic Design	\$123,900.00
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Construction Cost Estimating	\$ 9,200.00
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<u>Reimbursable Expenses Allowance</u>	<u>\$ 12,000.00</u>
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TOTAL	\$223,350.00
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Terms

Invoicing shall be made on a monthly basis for proration of work complete. The terms of payment are net 20 calendar days after invoicing. Invoices that become past due shall bear interest at 1.5% monthly on all unpaid balances to date. The Owner will provide evidence that funds have been set aside for the payment of Perspectus Architecture fees.

Reimbursable Expenses Allowance

Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, which are incurred by Perspectus Architecture and their consultants, and are directly related to the Project. Expense items are as follows:

- Printing / plotting for review of documents.
- Regulatory authorities plan submittals / review fees, committee review submittals, meetings and related fees.
- Models, renderings, photography and printing / reproductions.
- Delivery and expedited transportation.
- Other reimbursable expenses as approved by the Owner.
- Mileage based on the standard mileage rate for business use determined by the US Internal Revenue Service.

Reimbursable Expenses will be invoiced at the actual cost and shall be included with the monthly fee invoice with all backup documentation. Perspectus shall provide advance written notice to the City for Reimbursable Expenses before they are incurred, with an estimate of the expense it intends to bill against the Allowance.

ADDITIONAL SERVICES

The following items are not included in Basic Services and will require additional compensation. Additional Services work will not commence, nor be invoiced, without prior documented authorization of Owner.

- a. Architectural and engineering services not specifically identified.
- b. Design Development, Construction Document, Bidding and Construction Administration services.
- c. Fixture, furniture and equipment (FF&E) selection and/or bidding documentation. It is understood these services may be required and a separate contract will be issued.
- d. Fundamental and/or enhanced commissioning.
- e. Geotechnical services. The expected cost of such services range between \$10,000 and \$15,000, price to be quoted at time of request by the City; may occur during Phase One. It is understood these services may be required and a separate contract will be issued.

Additional Services Compensation

If Additional Services are required and approved by Owner, the following hourly billing rates shall apply:

Position	Rate/Hour	Position	Rate/Hour
Managing Principal	\$275	Historic Professional	\$120
Principal	\$220	Interior Designer 3	\$120
Sr. Project Director	\$180	Interior Designer 2	\$110
Project Director	\$140	Interior Designer 1	\$100
Project Architect 2	\$120	Technical Support 3	\$115
Project Architect 1	\$110	Technical Support 2	\$105
Intern Architect 3	\$100	Technical Support 1	\$75
Intern Architect 2	\$90	Administrative Support	\$65
Intern Architect 1	\$80		

- a. Engineering disciplines at current hourly rates plus 1.10% times cost.
- b. Hourly rates will be held through 2026.

ASSUMPTIONS

The following list provides a list of assumptions by Perspectus Architecture in the development of this proposal:

- a. Services will be provided in a contiguous manner.
- b. Programming and Site Survey are assumed to not exceed 6 weeks in duration.
- c. Schematic Design and Construction Cost Estimate assumed to not exceed 13 weeks in duration.
- d. Fire Station No. 02 will be of similar size to Fire Station No. 01.
- e. Subsequent design phase fees will be based upon the Schematic Design Construction Estimate to be provided as part of this agreement.
- f. One-year duration is assumed for design and construction services following Owner - Architect Agreement date.

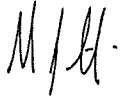
DESIGN SCHEDULE

Perspectus Architecture is prepared to commence this work immediately upon receipt of a signed Agreement.

Should there be any questions or clarifications needed, please do not hesitate to call.

Thank you once again for this opportunity.

Sincerely,



Michael J. Lipowski AIA, ACHA, LEED AP
Managing Principal

This document inclusive of Exhibit A will serve as basis of Agreement between Owner and Architect:



SIGNING PARTY NAME

Bryan K. Jensen, Mayor

PRINTED NAME

1/27/26

DATE

EXHIBIT A: SUPPLEMENTAL CONDITIONS OF AGREEMENT

Standard of Care

In providing services under this Agreement, Perspectus will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Perspectus will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of design professional's part of the Project. Regardless of any other term or condition of the Agreement, Perspectus makes no other expressed or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Termination

The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. Other conditions may arise related to terminating the Project. They include:

- a. If the Owner unreasonably fails to make payments, such failure shall be considered cause for termination or suspension of performance; provided, however, that Architect first issues written notice to Owner of it's claim for breach due to non-payment and an opportunity to cure said breach within 7 days of the receipt of notice. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services and shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.
- b. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services; provided that such expenses are reasonably and directly related, and are supported by documentation.
- c. If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- d. If the termination is not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Perspectus shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Instruments of Service

The drawings, specifications and other documents, including electronic form prepared by the Architect and Architect's consultants are instruments of service for use solely with respect to the named project. The Architect and Consultants are the authors and owners of their respective instruments of service and retain all statutory, common law and reserved rights including copyrights. However, the architect, on behalf of itself and it's Consultants, granted a limited, irrevocable, non-exclusive license to use and/or reproduce such instruments of service solely in connection with the Project. The instruments of service cannot be reproduced for any purpose other than the named Project without the written consent of the Architect or Architect's consultants.

Mediation

In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Risk Allocation

Client and design professional have discussed their risks, rewards, and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the client agrees that to the fullest extent permitted by law, design professional's total liability to 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 value of the agreement. Such causes include, but are not limited to, design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.