

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH FINKBEINER, PETTIS & STROUT, INC. FOR ARCHITECT'S REPRESENTATIVE SERVICES ON THE REMODELING OF THE TOWN HALL BUILDING AND DECLARING AN EMERGENCY

WHEREAS, this Council has identified the need for an Architect's Representative in the remodeling of the Town Hall Building to oversee the construction of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Finkbeiner, Pettis & Strout, Inc. to serve as the Architect's Representative to oversee construction of the Town Hall Remodeling Project in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to oversee construction at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 7, 2003


President of Council


Mayor

Dated: 10/15/2003

ATTEST.


Clerk of Council

FPS ARCHITECTS & ENGINEERS, LIMITED

October 1, 2003

100 COURTHOUSE SQUARE
310 WEST LAKESIDE AVENUE
CLEVELAND, OHIO 44113-1021
216-781-6177
216-781-6243 FAX

Mr. Roger D. Swan
Zoning Inspector
Village of Richfield
4410 w. Streetsboro Road
Richfield, Ohio 44286-0387

Re: Renovation of the Existing Richfield
Village Hall – Request for Additional
Construction Administration Services

FPS


Dear Roger:

We are pleased to offer the services of Floyd Cramer to provide project representation beyond basic services as provided for under Article 3, sub paragraph 3.2.2 of our contract. As enumerated in sub paragraph 3.2.2, the duties, responsibilities and limitations of authority for our project representative shall be as described in the attached edition of AIA Document B352.

Compensation for this additional service shall be at the rate of \$47.00 per hour plus reimbursable expenses as defined under Article 10, sub paragraph 10.2.1 of our contract. It is our understanding that it is the goal of the Village of Richfield to utilize additional project representation for an average of approximately 20 hours per week throughout the duration of the project. It is our further understanding that the amount of hours may be extended as mutually agreed to by the Architect and the Village of Richfield should conditions prevalent during construction warrant it. In addition, the allocation of hours may be adjusted as mutually agreed to by the Architect and the Village of Richfield should construction activity warrant it.

Roger, if the above additional services and attendant fees are agreeable to you, please amend our contract accordingly. Should you have any questions or comments, please do not hesitate to contact me at your earliest convenience.

Sincerely,


Dale Swearingen, AIA

DLS/bjb