

A RESOLUTION AMENDING RESOLUTION NO. 54-1998 AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AMENDED AGREEMENT WITH MYERS ASSOCIATES ARCHITECTS AND DECLARING AN EMERGENCY

WHEREAS, pursuant to a letter dated May 3, 1999, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, this Council wishes to amend the scope of services for professional architectural services provided by Myers Associates Architects for the municipal complex.

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an amended Architectural Services Agreement with Myers Associates Architects as outlined in the proposal attached hereto as Exhibit "A" for services for the municipal complex.

SECTION 2. That the Architectural Services Agreement shall be in a form, the content of which is approved by the Village Director of Law.

SECTION 3. That there is hereby appropriated the sum of \$47,660.00 from the Capital Improvement Fund to cover the amended scope of services agreement with Myers Associates Architects.

SECTION 4. 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 provide necessary Village buildings 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: May 18, 1999

Michael Thompson
President of Council

ATTEST:
Carole Gibson
Clerk of Council

Donald Hassen
Mayor

Dated: 5/19/99

Charles T. Riehl
Internet:ctr@walterhav.com

May 28, 1999


VIA FACSIMILE

The Honorable Donald H. Larsen
Mayor, Village of Richfield
Members of Council
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387

Dear Mayor Larsen and Members of Council:

I am attaching a letter from Myers Associates Architects which outlines the time frame for the Municipal Center, together with the "Stage II" services of design development through contract administration.

Very truly yours,



Charles T. Riehl

CTR/lvw
Attachment

RECEIVED MAY 27 1999

Myers Associates Architects

236 South Court Street, Medina, Ohio 44256

(330) 725-4111 Fax (330) 722-5943

May 26, 1999

Mr. Charles Riehl
1300 Terminal Tower
Cleveland, OH 44113

Dear Mr. Riehl:

As requested, I am forwarding a preliminary project schedule for the Richfield Municipal Center. In addition, I have provided a statement regarding fees for Stage II of Professional Services.

I hope this information is adequate to serve your needs.

Sincerely,


Merle M. Myers
President

MMM/jan

enclosure

RICHFIELD MUNICIPAL COMPLEX
PRELIMINARY PROJECT SCHEDULE

Phase I Services

Programming Design/Budget Services

Establish written space needs for all Departments utilizing questionnaires, previously developed information and group meetings with Council and representatives.

Periodic updates to Council and review sessions to garner comments, input and approval.

Site Plan & Floor Plan(s)

Establish relationship of building components to existing structures and to existing/new vehicle circulation and parking.

Study departmental plan relationships and circulation patterns with attention to security issues.

Periodically review site options and preliminary floor plans with Council and designated representatives for comment and input.

Provide preliminary cost estimate.

Secure Council's approval for design of site plan and floor plan(s).

Target time from: Mid-August

Building Elevations, Building Sections & Building Model

Develop rendered exterior building elevations which reflect an understanding and relationship to community context.

Review meetings as required with Village Council.

Develop building sections to study interior spaces of the primary public spaces.

Develop a monochromatic scale model of the proposed Civic Complex.

Provide updated Budget Cost Estimate and phasing options.

Obtain Council's approval of design.

Target time frame: Mid-September

Phase II Services*

DESIGN DEVELOPMENT	Completion: Mid-October
CONTRACT DOCUMENTS	Completion: Mid-February
BIDDING	Received: Mid-March
CONTRACT ADMINISTRATION	Completion: Established at time of bidding

*Fees for these services to be established when the final scope of Phase I construction is established.

Estimated fees for those services are:

6.5% of construction cost for new construction and 8% for renovation.



AIA Document B727

Standard Form of Agreement Between Owner and Architect

for Special Services

1988 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the 2nd day of June in the year of
Nineteen Hundred and Ninety-Nine

BETWEEN the Owner:

(Name and address)

Village of Richfield
4410 West Streetsboro Road, PO Box 387
Richfield, Ohio 44286-0387

and the Architect:

(Name and address)

Myers Associates Architects
236 South Court Street
Medina, Ohio 44256

For the following Project:

(Include detailed description of Project, location, address and scope.)

New Police Facility and Fire Station
and Design of Related Facilities

The Owner and the Architect agree as set forth below.

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the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Myers Associates Architects will provide architectural design services for a new Police Facility and Fire Station. Proposed renovation of the Service Department Building and the existing Village Administration will also be developed.

During the Design/Budget phase, Myers Associates Architects would work with the Village of Richfield to establish a Space Needs Program for each building component (ie Police, Fire, Municipal Court, etc.). From this program, floor plan and site plan studies will be developed, along with building elevations and sections, for client review.

Simultaneously with the development of the exterior building elevations, study models will be constructed of the proposed design solution for review with the client. With acceptance of final design, colored presentation drawings and a model of the Civic Center will be completed for community display or presentations. Throughout the design process, construction cost estimates will be provided.

The design solution for the Civic Center can then be constructed incrementally as available funds may dictate. The architectural services can be viewed as a Design/Budget phase and a Contract Documents/Construction phase.

With the completion of the Design Budget phase, and upon the establishment of a budget and scope of the first phase of construction, a fee would be negotiated with Myers Associates Architects for the Contract Documents/Construction phase.

Site plan studies will be conceptual. Engineering and landscape plans would be part of the Documents/Construction phase.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2

OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3

USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4

ARBITRATION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration 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 arbitration 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 statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other

matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5

TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- 1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- 2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. N/A

8.4 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid N/A () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

**ARTICLE 9
OTHER CONDITIONS**

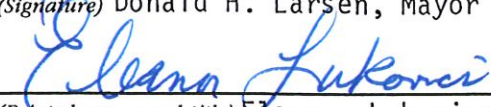
Letter dated May 26, 1999 with attachments included and made a part of this Agreement.

This Agreement entered into as of the day and year first written above.

OWNER VILLAGE OF RICHFIELD

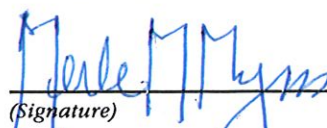


(Signature) Donald H. Larsen, Mayor

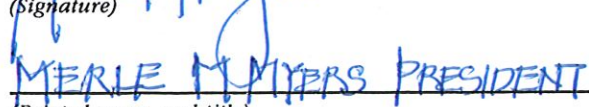


(Printed name and title) Eleanor Lukovics,
Finance Director

ARCHITECT



(Signature)



(Printed name and title) MERLE MYERS PRESIDENT



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