

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH ZORIAN J. HORODYSKY FOR ARCHITECTURAL SERVICES FOR THE RECREATION BUILDING AND DECLARING AN EMERGENCY

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

SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Zorian J. Horodysky for architectural services for remodeling the recreation building for handicap accessibility in accordance with the proposal dated February 21, 1995, a copy of which is 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 peace, health and safety and for the further reason that the services are immediately necessary to fulfill the requirements of the Community Development Block Grant for this project; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force immediately after 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: \_\_\_\_\_

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of Council

**ORDINANCES AND RESOLUTIONS:**

**FIRST READINGS:** None

**ACTION TAKEN:** Mr. Davis made a Motion, seconded by Mr. Lyons, to refer Ordinance No. 30-1995 to Planning/Zoning. **Unanimously Passed.**

**SECOND READINGS:**

Ordinance No. 4-1995 - Offered by Mr. Davis

AN ORDINANCE AMENDING SECTIONS 1133.03(b), 1153.03(b) AND 1167.03(b) REQUIRING ALL PARKING SPACES BE NOT LESS THAN 9 FEET x 20 FEET. **READ BY TITLE ONLY.**

Resolution No. 28-1995 - Offered by Mr. Stoerkel

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH ZORIAN J. HORODYSKY FOR ARCHITECTURAL SERVICES FOR THE RECREATION BUILDING AND DECLARING AN EMERGENCY. **READ BY TITLE ONLY.**

**ACTION TAKEN:** Mr. Stoerkel made a Motion, seconded by Mrs. Beshara, to suspend the third reading of Resolution No. 28-1995. **Unanimously Passed.**

**ACTION TAKEN:** Mr. Stoerkel made a Motion, seconded by Mr. Kostandaras, to adopt Resolution No. 28-1995. **Unanimously Passed.**

Resolution No. 29-1995 - Offered by Mr. Stoerkel

A RESOLUTION ACCEPTING THE BID OF GRANIT-BRONZ CSG. INC. FOR CONSTRUCTION OF A 96 CRYPT 48 NICHE MAUSOLEUM FOR WEST RICHFIELD CEMETERY AND DECLARING AN EMERGENCY. **READ BY TITLE ONLY.**

**ACTION TAKEN:** Mr. Stoerkel made a Motion, seconded by Mrs. Beshara, to suspend the Third Reading of Resolution No. 29-1995. **Unanimously Passed.**

**ACTION TAKEN:** Mr. Stoerkel made a Motion, seconded by Mr. Kostandaras, to adopt Resolution No. 29-1995. **Unanimously Passed.**

Ordinance No. 30-1995 - Offered by Mr. Davis

AN ORDINANCE REZONING APPROXIMATELY 4.5420 ACRES OF LAND FROM THE TOWNSHIP R-1 DISTRICT TO THE VILLAGE R-1 RURAL RESIDENTIAL DISTRICT. **READ BY TITLE ONLY.**



*AIA Document B151*

# Abbreviated Form of Agreement Between Owner and Architect

*for Construction Projects of Limited Scope*

**1987 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 \_\_\_\_\_ day of April \_\_\_\_\_ in the year of  
Nineteen Hundred and Ninety-five

**BETWEEN** the Owner:  
*(Name and address)*

Village of Richfield  
4410 W. Streetsboro Road  
Richfield, OH 44286

and the Architect:  
*(Name and address)*

Zorian J. Horodysky  
4183 W. Streetsboro Road, Suite #203  
Richfield, OH 44286

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

Alterations to the Richfield Recreation building.  
4410 W. Streetsboro Road, Richfield, OH.

The Owner and Architect agree as set forth below.

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# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S RESPONSIBILITIES

#### 1.1 ARCHITECT'S SERVICES

**1.1.1** The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

**1.1.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

**1.1.3** The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

## ARTICLE 2

### SCOPE OF ARCHITECT'S BASIC SERVICES

#### 2.1 DEFINITION

**2.1.1.** The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

#### 2.2 DESIGN PHASE

**2.2.1** The Architect shall review with the Owner alternative approaches to design and construction of the Project.

**2.2.2** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

#### 2.3 CONSTRUCTION DOCUMENTS PHASE

**2.3.1** Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

**2.3.2** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.3.3** Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

#### 2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

**2.4.1** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

**2.4.2** The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**2.4.3** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

**2.4.4** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

**2.4.5** The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

**2.4.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.4.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.4.8** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

**2.4.9** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

**ARTICLE 5**  
**CONSTRUCTION COST**

**5.1 DEFINITION**

**5.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

**5.1.3** Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

**5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**5.2.1** It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

**5.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

**5.2.3** Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**5.2.4** If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

**5.2.5** If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**ARTICLE 6**  
**USE OF ARCHITECT'S DRAWINGS,  
SPECIFICATIONS AND OTHER DOCUMENTS**

**6.1** The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and 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 Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other 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.

**6.2** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 7**  
**ARBITRATION**

**7.1** 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. 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. 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.

**7.2** 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.

**7.3** 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 8**  
**TERMINATION, SUSPENSION OR ABANDONMENT**

**8.1** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

**10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**10.3.1** An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

**10.3.2** Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

**10.3.3** If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

**10.3.4** When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set

forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

**10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

**10.4.1** Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**10.5 PAYMENTS WITHHELD**

**10.5.1** No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

**ARTICLE 11  
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

**11.1** AN INITIAL PAYMENT OF Eight-hundred Dollars (\$ 800.00 ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

**11.2 BASIC COMPENSATION**

**11.2.1** FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 1.2 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

Lump sum of \$2,500.00

(Two thousand five hundred Dollars)

**11.2.2** Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

N / A

Design Phase:	<hr/>	percent ( %)
Construction Documents Phase:	<hr/>	percent ( %)
Construction Phase:	<hr/>	percent ( %)
Total Basic Compensation:		one hundred percent (100%)

### 11.3 COMPENSATION FOR ADDITIONAL SERVICES

**11.3.1** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

At the rate of \$70/hr.

**11.3.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classes of employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

At the rate of \$70/hr.

**11.3.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of one and one half (1.5) times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 12, if required.)*

### 11.4 REIMBURSABLE EXPENSES

**11.4.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

### 11.5 ADDITIONAL PROVISIONS

**11.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

**11.5.2** Payments are due and payable ten (10) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) 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.)*

18% per Annum

*(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 requirements such as written disclosures or waivers.)*

**11.5.3** The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 12**  
**OTHER CONDITIONS OR SERVICES**


*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

L  
A

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

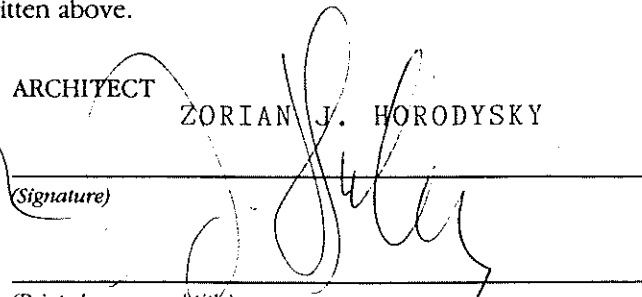
OWNER

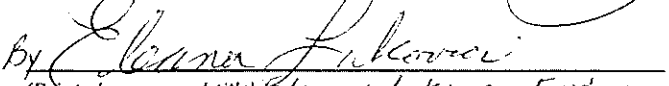
VILLAGE OF RICHFIELD

By   
(Signature) Ralph A. Waszak, Sr. - Mayor

ARCHITECT

ZORIAN J. HORODYSKY

  
(Signature)

By   
(Printed name and title) Eleanor Lukovics - Finance Director

(Printed name and title)





## ZORIAN J. HORODYSKY • ARCHITECT

February 21, 1995

Mr. Larry Wilson, Service Director  
Village of Richfield  
4410 W. Streetsboro Road  
P.O. BOX 387  
Richfield, OH 44286

RE: Proposal - Architectural  
Services

Dear Mr. Wilson,

Thank you for affording me the opportunity to submit this proposal for professional services for the alterations to the Richfield Recreation Building.

In order to meet the requirements outlined in the scope of the project in your letter dated February 9, 1995, I will be pleased to provide the following services:

1. Measure existing conditions.
2. Develop preliminary design drawings for your approval
3. Execute necessary construction documents, including Architectural and Electrical Plans and Specifications.
4. Prepare bidding documents.
5. Make periodic observation visits to the site during construction.

My firm can provide the above services for a lump sum of \$2,500.00.

A retainer of \$800.00 will be required at the execution of our agreement, with the balance at completion of plans. My fee does not include cost of reproduction.

In hope that I can be of service to you based on the above, I remain

Sincerely yours,

Zorian J. Horodysky

4183 STREETSBORO RD. • SUITE 203 • RICHFIELD, OHIO 44286  
TEL. (216) 659-9589 FAX. (216) 659-9590