

## MEMORANDUM OF UNDERSTANDING

BETWEEN THE **CITY OF SHAKER HEIGHTS** AND Architect. PROVIDING THE RATES AND SERVICES OF GLANCE IN PROVIDING ARCHITECTURAL PLANS TO THE PUBLIC FROM THE CITY'S INFILL HOUSING PROJECT FOR THE DEPARTMENT OF NEIGHBORHOOD REVITALIZATION.

THIS MEMORANDUM OF UNDERSTANDING is agreed to as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **City of Shaker Heights**, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights, Ohio 44120, (216) 491-1400 (hereinafter designated the "CITY"), and **Architectural Firm** (hereinafter designated "Architect"), for the provision of architectural drawings prepared for the CITY's infill housing project and consultation to the public for the design of new homes in the CITY.

### WITNESSETH:

WHEREAS, Architect was hired by X Builders to design a home to be built on vacant lots in the CITY, including lots owned by the CITY; and

WHEREAS, ARCHITECT is willing to make available the designs prepared for the infill housing project in the CITY to any member of the public, who is interested in building a home in the CITY, at a pre-set discounted fee, including the designs for a particular property and consultation on such plans.

NOW THEREFORE, the CITY and ARCHITECT hereby enter into the following understanding of the terms and conditions by which ARCHITECT agrees to provide the architectural designs and drawings for infill homes which it prepared for the CITY's infill housing project to any member of the public interested in building a new home in the CITY at the rates and including the services set forth herein.

#### 1. General Services Provided for Fees.

ARCHITECT agrees that it will provide the services described below for the design of a home developed for the Zaremba Builders- for City owned lot at 3726 Lindholm Road (hereinafter "Project Homes"). The Project Home design will be modified as necessary to fit particular site conditions, and the lifestyle, economic and/or aesthetic considerations of the owners, while maintaining the design in conformance with the design guidelines and aesthetic standards of the Project Homes and the CITY. For the prices set forth below, ARCHITECT will provide architectural plans, construction documents and specifications. For mechanical, electrical, plumbing, and/or structural designs, construction documents and specifications, ARCHITECT will charge extra fees at the hourly rates set forth below.

All reports, plans, specifications and other documents including all electronic media prepared by the Architect as instruments of service shall remain the property of the

Architect. The Architect shall retain all common law, statutory and other reserved rights including the copyright.

## 2. Fees and Services for Particular Properties

The design of a new residence, from architectural plans through construction plans and specifications, utilizing Project Home design without revisions, will cost an owner \$1,100.00.

### A. Changes in Project Home Designs, and/or Mechanical, Electrical, Plumbing and/or Structural Design and Other Services

For changes to Project Home designs, and/or mechanical, electrical, plumbing, and/or structural designs, construction documents and specifications, and other services such as Model Energy Code submissions, renderings, models or presentation services, interior design services, landscape design services, construction observation services, and/or meetings with applicable government agencies and authorities having jurisdiction over a project, ARCHITECT will charge extra fees at the hourly rates set forth below:

*Principal: \$115/hr*

*Assoc. Architect: \$85/hr*

*Architect: \$75/hr*

*CAD/Intern: \$50/hr*

## 3. The Responsibilities of Property Owner/Developer

The property owner/developer client must provide ARCHITECT all of the following:

- A. Topographic boundary survey of existing conditions for any property that is in this program.
- B. Soils report and environmental and wetlands testing, if necessary.
- C. Retainer of 10% of the total fee upon acceptance of the services.
- D. Enter into an agreement with ARCHITECT for services described above via *Architect standard residential contract*"

The CITY is not responsible to ARCHITECT or to any owner/developer for any of the above-identified documents or payments.

## 4. Term.

The term of this Memorandum of Understanding is for one calendar year from the date first set forth above.

## 5. Relationship of the CITY to ARCHITECT and the Owner/Developer Client of ARCHITECT.

Owners/Developers hiring ARCHITECT in the CITY will be charged the prices set forth above for the services described herein. The owner/developer will enter into a contract with ARCHITECT and not with the CITY. The CITY shall have no contractual relationship with either the owner/developer or ARCHITECT, and there shall be no contractual rights afforded to any party by virtue of this Memorandum of Understanding. ARCHITECT shall look to the owner/developer for payment, and the CITY shall not be liable to ARCHITECT for any payment. ARCHITECT agrees and acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the CITY. ARCHITECT shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and the CITY will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance.

6. Indemnification and Hold Harmless.

ARCHITECT shall indemnify and save harmless the CITY from and against all losses, claims, demands, payments, suits, actions, attorneys' fees, recoveries, and judgments of every nature and description, which are made, brought, or recovered against or charged to the CITY by reason of any act or omission of ARCHITECT, its subcontractors, agents, or employees, in the provision of services described herein. ARCHITECT shall comply with all local, state and federal laws and regulations applicable to its work in this Program. The CITY shall not be responsible for any personal injuries to, or damages to the property of, ARCHITECT or its employees, agents or subcontractors, nor to any owner/developer or any other party, resulting from work performed by, or actions of, ARCHITECT, its employees agents or subcontractors.

7. Termination of this Memorandum of Understanding.

Either party can end the relationship agreed upon in this Memorandum at any time by providing notice in writing. The relationship may be ended for any reason, including but not limited to the following:

- A. If ARCHITECT at any time is not covered by business liability insurance.
- B. If ARCHITECT misleads owners/developers or the CITY.
- C. If any of the certifications or documents provided to the CITY by ARCHITECT as proof of its qualifications are found to be false.

If the relationship set forth in this Memorandum is terminated, the CITY shall inform all owners/developers who have hired ARCHITECT to provide the services described herein.

8. Complaints about customer service.

The CITY will work with the owner/developer and ARCHITECT to determine the facts surrounding any complaint. If the CITY determines that ARCHITECT is found not to be providing quality services in a timely manner, behaving unprofessionally, or

otherwise not providing services as outlined in this Memorandum, upon written notification of such fact(s), ARCHITECT agrees that it will work with the CITY to resolve any complaints

9. Notification and Rights.

ARCHITECT agrees to provide the CITY with a list of all owners/developers with whom it contracts for services subject to this Memorandum of Understanding, and ARCHITECT shall notify any such client that it has agreed to provide its name to the CITY at the time the owner/developer becomes a client of ARCHITECT for a property in the CITY.

This Memorandum of Understanding confers no rights, permits or approvals on or for any design or plan of ARCHITECT, and ARCHITECT and/or the owner/developer must apply for any and all approvals, permits and reviews as are required of any other owner/developer or architectural firm under the ordinances of the CITY.

Authorized representatives of the parties hereto have indicated their mutual understanding by signing on the dates set forth below.

**CITY OF SHAKER HEIGHTS, OHIO**

**Architect**

By: \_\_\_\_\_  
Kamla Lewis  
Director of Neighborhood Revitalization

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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