

**ORDINANCE NO. 2021-20
(AS AMENDED)**

**AN ORDINANCE
APPROVING AND CONFIRMING THE APPOINTMENT OF
STEPHEN HOVANCSEK & ASSOCIATES, INC., AS ORANGE
VILLAGE ENGINEER AND REPEALING CERTAIN
ORDINANCES, AND DECLARING AN EMERGENCY.**

WHEREAS, the Mayor has appointed Stephen Hovancsek & Associates, Inc., as Village Engineer, pursuant to the provisions of Article V, Section 1, of the Charter of Orange Village.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the appointment by the Mayor of Stephen Hovancsek & Associates, Inc., as Village Engineer of Orange Village is hereby approved and confirmed, effective January 1, 2022.

SECTION 2. That said Village Engineer shall be compensated for services rendered in said capacity on the following basis:

a) If the proceedings for any improvement are completed according to the usual schedule, as provided by law, so that the bids are received and a contract is awarded, the Engineer shall be paid a sum equal to sixty-five percent (65%) of the amount listed in Section 2(c); as the work progresses, he shall receive additional compensation equal to the balance of the fee listed in Section 2(c); said compensation to be paid at the time the contractor's estimates, upon which the Engineer's fee is based, are presented for payment. Before the final estimate for the work is issued, any adjustment shall then be made so that the total fee paid to the Engineer shall be equal to the percentages listed in Section 2(c); provided, however, that the Engineer's fee shall not be increased from the amount which was based upon the original estimate of the cost of the project unless the Engineer can demonstrate to the satisfaction of the Village that the increase of the construction cost caused additional work by the Engineer.

b) Notwithstanding the provisions of subsection (c) hereof, for public improvement projects whose estimated cost is in excess of \$500,000, the Village shall be permitted to solicit and accept proposals for consulting engineering services and, in such cases, Stephen Hovancsek & Associates, Inc., shall be permitted to submit proposals for offering his services for such project.

c) For services in connection with construction of public improvements, the Engineer shall receive compensation on a percentage for the actual cost of construction of all improvements authorized by Council or under their control. The percentage paid shall be in accordance with the following schedule:

General Engineering Projects - Schedule I

Highways and Street Reconstruction

Intercepting, relief, storm and sanitary sewers

Village streets

Minimum Fees - Schedule I

Cost of Construction:

\$100,000 or below - 12% of actual cost.

Over \$100,000 up to and including \$500,000 base fee of 12% of the first \$100,000 plus 7.5% of the amount over \$100,000.

Over \$500,000 up to and including \$1,000,000 base fee of 8.4% of the first \$500,000 plus 6% of the amount over \$500,000.

Over \$1,000,000 to \$5,000,000 base fee of 7.2% of \$1,000,000 plus 5.8% of amount over \$1,000,000.

Over \$5,000,000 base fee of 6.08% of first \$5,000,000 and 5.7% of the amount over \$5,000,000.

General Engineering Projects - Schedule II

Minor roads and streets in undeveloped areas

Off-street parking lots

Sidewalks

Water distribution systems

Street resurfacing

Minimum Fees - Schedule II

Cost of Construction:

\$100,000 or below - 9% of actual cost.

Over \$100,000 up to and including \$500,000 base fee of 9% of the first \$100,000 plus 6% of the amount over \$100,000.

Over \$500,000 up to and including \$1,000,000 base fee of 6.6% of the first \$500,000 plus 5% of the amount over \$500,000.

Over \$1,000,000 base fee of 6.0% of \$1,000,000 plus 4.9% of amount over \$1,000,000.

d) If, after the plans, profiles, specifications and estimates of costs for work authorized and approved by the Council have been prepared by the Engineer, the proceedings for such work are abandoned or are postponed for a period of more than six (6) months, or the actual construction of such work is not commenced within nine (9) months after the date of delivery of plans, profiles, specifications and estimates of costs, then the Engineer shall be paid, at such time as any of the above abandonment or delay conditions become operable, a sum equal to sixty-five percent (65%) of the fee set forth in Section 2(c), based on the total estimated cost of said improvements, as full compensation

for all work done to and including the date on which payment becomes due. In the event the proceedings for abandoned, or postponed work are revived and actively pursued by the Village, the Engineer shall perform the balance of the services to be rendered under this agreement and not previously performed, and he shall credit against the total compensation due any payments made under Section 2(c).

e) The fee provided in Section 2(c) hereof, shall cover engineering services including preliminary estimates and reports, complete detailed plans and specifications, and preparation of monthly and final estimates for contractors' payments. The above schedule of fees does not include property, topographic, boundary or right-of-way surveys, line and grade stakes, resident engineer, inspection of construction, shop, mill, field or laboratory inspection of materials, cost of test borings, or other sub-surface explorations, or calculation of special assessments. These latter services may be provided by the Engineer on an hourly basis in accordance with the schedule of rates hereinafter set forth in Section 2(f).

f) For all work which requires compensation at an hourly rate, and for work which is not covered by Sections 2(a) through 2(e), subject to the terms of Section 2(g) below, compensation shall be made on the basis of time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates:

SCHEDULE OF HOURLY RATES

	<u>2022</u>
Registered Village Engineer	\$100.00
Staff Engineer	76.50
Draftsman / AutoCAD	52.00
2-MAN FIELD CREW, PARTY CHIEF & INSTRUMENT MAN	107.00
Registered Surveyor	78.00
MATERIALS, SUPPLIES & SERVICES BY OTHERS	COST
Construction Observation	43.00

Payment shall be made under this Section at the completion of each service and upon billing by the Engineer. The Engineer shall provide such documentation as the Village deems necessary to substantiate such bills. When compensation is paid to the Engineer for a project pursuant to Section 2(a) through 2(e), the Engineer shall not receive compensation based upon an hourly rate.

g) In addition to the other services mentioned herein-above, the Engineer shall be required to attend the regular monthly meetings of Council and such other meetings at which his attendance may be requested by the Mayor, the Council, or the President of Council and shall give advice to the Council, the Mayor and other administrative officials of the Village on problems pertaining to engineering.

h) All charges by the Engineer for work done, services performed and/or material supplied, pursuant to the terms and conditions hereof, shall be submitted to the Village on a monthly basis, and in no event shall the Village be liable for charges

hereunder for work, services and/or materials performed or supplied for the period beginning January 1, 2022, and ending November 30, 2022, which have not been billed and presented to the Village on or before December 15, 2022; nor shall the Village be liable hereunder for charges for work, services and/or materials performed or supplied during the period from December 1, 2022, until December 31, 2022, unless such charges are billed and presented to the Village on or before January 15, 2023.

SECTION 3. The Village Engineer shall not, without consent of Council, accept any employment from any person, firm or corporation engaged in the business of establishing allotments or erecting buildings within Orange Village.

SECTION 4. The terms and conditions of this Ordinance shall be effective until December 31, 2021, or until the appointment of a successor Engineer. However, either party may terminate this agreement by providing to the other thirty (30) days written notice of such intent to terminate.

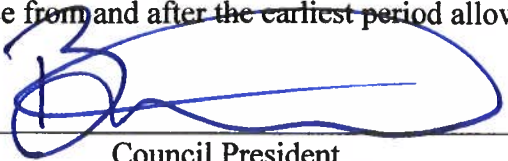
SECTION 5. Nothing in this Ordinance shall be deemed as creating an exclusive engagement of Stephen Hovancsek & Associates as Village Engineer. Orange Village, by its Council, hereby reserves the right to engage the services of other engineering, surveying and/or consulting firms for any or all of the projects or work contemplated by this Ordinance.

SECTION 6. All ordinances or resolutions inconsistent with this Ordinance are hereby repealed to the extent necessary to avoid conflict with this Ordinance.

SECTION 7. That the actions of this Council concerning and relating to the passage of this legislation 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 action were held in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 8. That this ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, this ordinance provides for the ongoing relationship with the Village Engineer for the design and supervision of essential infrastructure projects that cannot be delayed; wherefore, this ordinance shall be in full force and effect from and after its adoption and approval by the Mayor, provided it receives the affirmative vote of five (5) members of Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: DECEMBER 8, 2021

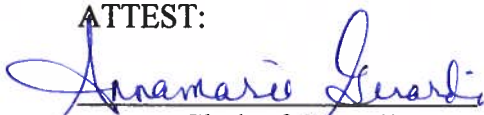

Council President

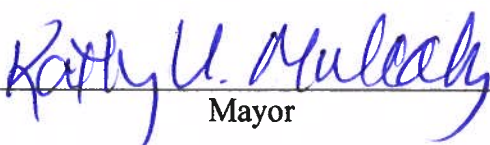
Submitted to the Mayor for
approval on this 8th day of DECEMBER, 2021

Approved by the Mayor this

8th day of DECEMBER, 2021

ATTEST:


Clerk of Council


Mayor