

RESOLUTION NO. 36-2012

Offered by All of Council

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH GPD GROUP FOR PROFESSIONAL ENGINEERING SERVICES**

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 GPD Group to serve as the Village Engineer, substantially in accordance with the agreement attached hereto as Exhibit "A", subject to final approval of the Director of Law.

SECTION 2. The starting date of the agreement with GPD Group shall be April 17, 2012.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 4/17/12

Michal Wheeler  
President of Council

Debra Beshaw  
Mayor

Dated: 4-17-12

ATTEST:

Cathy E. Sullivan  
Clerk of Council

**ENGINEERING SERVICES AGREEMENT**

This Engineering Services Agreement (the "Agreement") is made and entered into as of April 17, 2012 by and between the Village of Richfield, Ohio (the "Village"), a municipal corporation organized and existing under the laws of the State of Ohio and Glass, Pyle Schomer, Burns and DeHaven, Inc. (dba GPD Group) ("GPD"), an Ohio corporation.

**RECITALS**

**WHEREAS**, the Village has determined that GPD is qualified to provide civil engineering and architectural services to the Village; and

**WHEREAS**, the Village and GPD have negotiated to their mutual satisfaction the terms of this Agreement between them by which the Village shall retain GPD to serve as the Village Engineer to provide civil engineering and architectural services; and

**WHEREAS**, the term of the Agreement shall begin on April 17, 2012, and continue through December 31, 2013, subject to extension by mutual written agreement; and

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and GPD hereby agree as follows:

**ARTICLE I**

**SERVICES**

**Section 1.1. Scope of Services.** Village hereby retains GPD to serve as the Village Engineer and to provide in such civil engineering and architectural services detailed in this Section 1.1 (collectively, the "Services"), and GPD hereby agrees to provide to the Village those Services in accordance with the terms of this Agreement.

The Services shall include the following:

(a) GPD shall attend meetings of Village Council, Village Planning Commission and Board of Zoning Appeals on an "as-needed" basis (i.e., upon request). Attendance at the meetings provided for in this subparagraph is collectively referred to as "Attendance at Village Meetings" and is deemed to include attendance at any work sessions or caucus meetings held immediately before the meetings described in this subparagraph, as well as special meetings, when requested.

(b) Pick up and deliver developer-furnished materials from the village.

(c) Review subdivision applications including plats, construction plans, site plans, lot splits and zoning permit applications. Plan review tasks will typically include the following tasks:

- Utilize the approved Preliminary Plan and conditions of approval for familiarity
- Utilize the approved ALTA/Boundary Survey for the basis to check ownership, parcel, and record data on and adjacent to the subject site.
- Utilize available wetland delineation mapping and coal mine mapping for land use and erosion & sedimentation control measures
- Utilize available wetland delineation mapping and coal mine mapping for
- Utilize USGS Mapping and Village/County Topographic Mapping for familiarity
- Utilize Flood Insurance Rate mapping to evaluate roadway and flood plain limits.
- Any additional tasks as mutually agreed to by the Village and GPD.

(ii) Tasks related to a residential subdivision to be performed shall include the following:

- Check all sheets for overall content and completeness.
- Review title sheet for appropriate format and approval statements.
- Review Centerline Geometric Plan for horizontal curve and roadway geometry
- Review General Notes for conformance to Village standards.

- Review Existing Conditions Plan for existing utilities, existing easements, and
- Review Storm Water Pollution Prevention Plan and Notes for conformance to Village and SWCD standards, it being understood that the design engineer for a

GPD

- Review Grading Plan for review of grading impact along adjacent properties and drainage approach, including the 100-year floodway path. Verify geometry/capacity for 100-year flow rate.

outlet structure connectivity and function.

recommended that the design engineer be required to supply hard copy and electronic copy of detention basin calculations.

- Any additional tasks as mutually agreed to by the Village and GPD.

(iii) In connection with the review of Plan and Profile sheets, the following tasks shall be performed:

- Review roadway horizontal & vertical data for conformance with standard criteria.

reference.

- Review sanitary sewer and storm sewer for alignment, type, size, length, slope, station and offset data

- Review sanitary depth relative to house finish floor elevations. Review sanitary

- Review water alignment, type, size, and depth.

- Review all utilities to verify no crossing conflicts. Review premium backfill conditions.

(d) Development of a Street Repair Program including pavement analysis using ODOT Pavement Condition Inventory (PCI) methodology, inventory of existing conditions, and development of report including 5 year and long range capital improvement projects. These services may be modified based on recent AMATS discussions regarding regional pavement rankings.

(e) Plan review, site inspection and survey of footer grade, rough grades and final grades for individual construction projects.

(f) Support services for Village Administration, Village Council, Village Departments, developers and citizens, e.g., miscellaneous plotting of drawings, answer telephone calls regarding regulations and standards, etc.

(g) Serve as liaison with other government agencies such as AMATS, Ohio Department of Transportation, Summit County Engineer, and FRVVA.

(h) Serve as liaison with utility companies for project coordination, data collection

(i) Upon request by the Village, update Village Planning and Zoning Code and Subdivision Regulations, to include a review of existing Codes for general compliance and comparison to other accepted practices and procedures of other communities.

(j) Upon request by the Village, update Village Building Department Codes, to include a review of existing Codes for general compliance and comparison to other accepted practices and procedures of other communities.

(k) Upon request by the Village, update village zoning maps and subdivision maps, meaning that GPD would supplement existing base map with various overlays to identify various zoning area classifications

(l) Grant application and administration assistance. GPD will identify and coordinate with various funding agencies on the local, state and federal level (e.g., OPWC, State Issue 1 Program, OWDA, US DOC Economic Development Agency, ODBG, etc.). GPD will interview various village officials, compile necessary information

and prepare applications for Council approval. GPD will coordinate with funding agencies to expedite review and make any necessary revisions.

(m) Preparation of Village wide storm water quality enhancement program in accordance with the United States Environmental Protection Agency NPDES Phase 2 regulations (minimum 6-step program) involving public education and outreach, illicit discharge detection, plan review and post construction inspection.

(n) Engineering design plan preparation, bidding assistance and inspection for:

- (i) Residential subdivisions.
- (ii) Commercial subdivisions.
- (iv) Storm water management and drainage system improvements.

(o) Construction observation services for:

- (i) Residential subdivision
- (ii) Commercial subdivision
- (iv) Storm water management and drainage system.

Construction inspection services could vary from periodic construction observation to full-time project representative depending on complexity of project and the desire of the Village.

**Section 1.2 Timing of Services.** GPD agrees to provide the Services in accordance with the timeframes set forth in this Section 1.2

(a) **Attendance at Village Meetings.** Village agrees to request GPD's attendance at the meetings described in Section 1.1(a) not less than 48 hours prior to such meeting and shall also specify the disciplines(s) needed (e.g. Civil Engineer, Architect, Landscape Architect, etc.) Village and GPD agree that emergencies may arise which may necessitate Attendance at Village Meetings with less than 48 hours notice. In such event, GPD agrees to use best efforts to attend such meetings absent the required 48 hours notice.

(b) **Other Services.** With respect to the Services defined in Section 1.1(b) regarding pick-up and delivery of materials, GPD will cause plans to be retrieved from the

Village on an as-needed basis. Village agrees to inform GPD as early as possible if there are plans to be retrieved. Village and GPD agree to work together to make such adjustments in the schedule described in this subparagraph as may be mutually agreed upon.

With respect to the other Services described in Section 1.1(c) through (o), GPD agrees to provide such Services in a timely manner, taking into account the nature and scope of the project for which the Services are to be performed.

## ARTICLE II

Section 2.1. Generally. Village and GPD agree to the following terms regarding compensation for Services:

(a) Attendance at Village Meetings. For the performance of services constituting Attendance at Village Meetings as detailed in Section 1.1(a) or site visits, the village shall pay the standard hourly rates to include travel time to and from such meetings. GPD and Village agree that GPD shall charge for related mileage costs in accordance with Section 2.1(c) hereof. If attendance at a meeting relates specifically to a development and there are developer deposits to cover the cost of GPD's attendance, GPD will bill to the developer's deposit at the standard hourly rates.

(b) Fees for Other Services. Village and GPD agree that other Services detailed in Section 1.1 shall be determined on a project-by-project basis pursuant to this Section 2.1(b).

Village and GPD will mutually determine and define the necessary scope of Services required for each project and shall mutually determine the fees to be paid to GPD for such Services. Such fees shall be fixed per project based on the Hourly Rates as defined in Section 2.1 (c) below, after determining the number of hours that will be required to complete

the scope of services as defined for such project and taking into consideration the nature and complexity of the project.

For village budgetary planning purposes, GPD hereby provides the following range of fees for the Services as delineated below (such ranges being based upon GPD's estimates of typical efforts required for the respective tasks based upon GPD's experience):

(i) For the Services defined in Section 1.1 (b):

Information pick-up and delivery will be invoiced at actual cost not to relate specifically to a development and there are developer deposits to cover the cost of GPD's courier. GPD will bill to the developer's deposit if is present at Village Hall for a meeting or otherwise, no additional cost shall be asserted to exist.

(ii) For the Services defined in Section 1.1(c):

Based on the plan review tasks described above, the following table provides an all required information from the developer. GPD has assumed two rounds of plan review: two consultant/village meetings, 2 review letters, and one cost sanitary/water network analysis, bridges, sanitary pump station review, water booster or reducer station review, and site structural elements:

Project Type/Size	Estimate Fee Range	Initial Review Time
10-20 Lot Subdivision	\$2,800 to \$3,800 (30 to 38 man-hours)	1 to 2 weeks
20-30 Lot Subdivision	\$3,800 to \$4,600 (40 to 48 Man-hours)	1 to 2 weeks
30-60 Lot Subdivision	\$4,800 to \$6,000 (50 to 60 man-hours)	2 to 3 weeks
60-100 Lot Subdivision	\$6,500 to \$7,500 (70-78 man-hours)	3 weeks

Large Commercial Site	\$2,500 to \$5,000	2 weeks
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The actual fee will vary on an hourly basis according to the size complexity and quality of plans in accordance with the Hourly Rates set forth in Section 2.1(c) hereof. Stormwater management review and approval could add \$500 to \$5,000 to the developer's plan review fees based on the project complexity and number of plan iterations.

(iii) For the Services defined in Section 1.1(d):

Fees will vary based on street length, frequency of field observation and testing, existing records (if any) and extent of assistance from the village's Street Department personnel such as traffic control, etc. The fees for such Services are estimated to be in the range of \$10,000 to \$15,000.

(iv) For the Services defined in Sections 1.1(e) through (k):

The effort associated with these tasks will vary significantly depending on the extent of assistance required by the Village, including meeting attendance, extent of revisions, etc. The efforts shall be performed in accordance with the Hourly Rates set forth in Section 2.1 (c) until a firm scope is established and a fee proposal is mutually agreed upon.

(v) For the Services defined in Section 1.1(l):

The effort associated with grant applications will vary widely depending on the requirements of the funding agency and the extent of assistance provided by village personnel. At the state level, applications to (i) the National Highway Traffic Safety Administration's (NHTSA) Safe Streets and Roads for All program would likely be prepared for less than \$2,400 exclusive of traffic studies and preliminary design, while applications to federal agencies are much more extensive and generally require more level of technical engineering studies. The cost of Services related to these applications will typically range from \$2,500 to \$5,500 exclusive of studies and subconsultants.

(vi) For the Services defined in Section 1.1(m):

The fees for these Services will vary dramatically depending on the extent of field investigation and development of underground records. GPD will provide field investigation and development of underground records for the village's detection program. An estimate of cost would be in the range of \$6,000 to \$12,000, exclusive of field investigation and development of underground records. GPD will provide field investigation and development of underground records for the village's detection program.

(vii) For the Services defined in Section 1.1(n):

The fees for these Services will vary depending on the project size, complexity and extent of services required of GPD personnel.

(viii) For the Services defined in Section 1.1(o):

Construction inspection services will be performed as needed and will be billed in accordance with the Hourly Rate Schedule for the category of "Inspector" described below in Section 2.1 (c).

(c) Hourly Rate Schedule. The following shall be the hourly rates (the "Hourly

Rates") upon which the fees described in Section 2.1 shall be based:

Rates	Hourly Rates	
	2012	2013
Principal Project Manager	\$135.00	\$135.00
Village Engineer/ Senior Architect	\$100.00	\$100.00
Design Engineer/Architect/Landscape Architect	\$85.00	\$85.00
Staff Engineer/Architect/Landscape Architect	\$77.00	\$77.00
Environmental Specialist	\$74.00	\$74.00
Senior Designer	\$74.00	\$74.00
Staff Designer	\$60.00	\$60.00
CAD Drafter	\$50.00	\$50.00
Inspector	\$50.00	\$50.00
Project Aid/Clerical	\$40.00	\$40.00
Professional Surveyor	\$50.00	\$50.00
2-man Survey Crew	\$110.00	\$110.00
1-man Robotic Survey Crew	\$83.00	\$83.00

The aforementioned Hourly Rates shall be effective for Services performed during contract years 2012- 2013.

In addition to the Hourly Rates described herein, GPD shall be entitled to reasonable and actual out-of-pocket expenses incurred in the course of performing Services, which shall include mileage at the IRS-approved mileage reimbursement rate up to a maximum of \$0.50 per mile and a 5% markup for outside blueprint, photographs and copying runs and soils testing firms, environmental specialists and other sub consultants.

Section 2.2. Invoices. Timing and Payment. GPD shall provide to the Village monthly invoices for Services performed. Such invoices shall include appropriate detail regarding the Services performed for each separate project and such invoices shall summarize the service performed, shall identify the GPD employee performing such service, shall state the date on which such service was performed and shall indicate the time expended expressed in 15 minute intervals. Original and one additional copy of invoices shall be mailed to the Director of Finance/ Clerk of the Village. for distribution and approval by the appropriate Village Department Heads.

Village agrees to promptly process such invoices for payment in accordance with its usual and customary practices and procedures, including obtaining the approval by Village Council.

#### TERM OF AGREEMENT

Section 3.1. Term. The term of this Agreement shall begin on April 17, 2012 and continue for Services rendered through December 31, 2013. The term of this Agreement may be extended by mutual written agreement of the Village and GPD.

#### ARTICLE IV MISCELLANEOUS

Section 4.1. Subject to Annual Appropriations. This Agreement is subject to annual appropriations by the Council of the Village.

Section 4.2. Disclosure of Potential Conflicts. GPD agrees to disclose to Village in writing any potential conflicts of interest that may arise as a result of the performance of its services and other agreements and obligations under this Agreement. GPD shall provide such notification as early as practical after GPD becomes aware of such potential conflict.

Section 4.3. Ownership Rights of Documents. GPD and Village agree that GPD's construction documents and engineering opinions/comments including electronic files are the work papers of GPD and GPD's instruments of professional service. Nevertheless, final construction documents prepared under this Agreement shall become the property of the Village upon the completion of the services and payment of all monies due GPD. The Village shall not reuse or make modification to said construction documents without the prior written authorization of GPD. GPD, its officers, directors, employees and sub-consultants (collectively, GPD) shall not be liable for any damages, liabilities or costs arising from or allegedly arising from the unauthorized reuse or modification of construction documents by the Village or any person or entity to whom the Village provides construction documents without the written authorization of GPD.

Section 4.4. Errors & Omissions Insurance. GPD agrees to maintain throughout the term of this Agreement Errors & Omissions insurance in a minimum amount of \$2 million.

Section 4.5. Indemnification. GPD shall indemnify and hold the Village, its agents, employees, and representatives harmless from and against any and all liabilities, losses, damages, costs, expenses and disbursements imposed on, asserted against or incurred by the Village, its agents, employees and representatives to the extent that said liabilities result from negligent performance of GPD's obligations, including its agents, employees, contractors and subcontractors. Nothing herein shall be construed as attempting to make GPD responsible for the negligence of the Village.

Section 4.6. Disputes. Village and GPD agree to work together to resolve any disputes which may arise during the term of this Agreement prior to seeking to resolve them through litigation. In so doing, the Village and GPD agree to conduct discussions between appropriate Village officials and officers of GPD to resolve any disputes and to use best efforts to so resolve such disputes prior to filing any action in an appropriate court or law.

Section 4.7. Non-exclusive as to Engineering Services. Nothing in this Agreement between Village and GPD for civil engineering and architectural services provided by GPD as Village Engineer shall be construed as preventing the Village from obtaining engineering or other professional services from other firms when the Village determines, through the exercise of its discretion, that it is appropriate to do so.

Section 4.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one of the same instrument.

Section 4.9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

Section 4.10. No Personal Liability. All obligations and agreements of the Village and GPD contained in this Agreement are and shall be deemed obligations of the Village or GPD, as the case may be. No obligation or agreement of the Village or GPD contained in this Agreement shall be deemed to be an obligation or agreement of any present or future official, officer or employee of Village or GPD in other than that person's official capacity. No official, officer or employee of Village or GPD shall be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 4.11. Binding Effect. This Agreement shall inure to the benefit of Village and GPD and shall be binding upon Village and GPD, subject to the limitations contained herein.

Section 4.12. Termination. Village and GPD agree that this Agreement may be terminated by either of them prior to the expiration of the stated term of this Agreement by giving at least 30 days' written notice to the other; provided, however, in the event Village or

GPD fails to substantially perform any material term of this Agreement, the other may terminate this Agreement upon seven days' written notice.

Section 4.13. Illegality. If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

Section 4.14. Force Majeure. Except as otherwise herein expressly provided, if any party shall be delayed or hindered in, or prevented from performance of any covenant or obligation hereunder, other than one for payment of money, as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, adverse weather conditions, enemy act, riot, insurrection or other civil commotion, fire or other casualty or any other cause or circumstance beyond the reasonable control of such party, then the performance of such covenant or obligation, other than one for payment of money, shall be excused for the period of such delay, hindrance or prevention and, if applicable, the period for the performance shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention, provided that the party so affected shall (a) provide the other parties with written notice describing the nature and anticipated duration of such delay; and (b) use reasonable diligence to minimize the effect of such delay in the performance of such covenant or obligation.

Section 4.15. Notices. Any notices required by the terms of this Agreement or other correspondence given in connection with the operation of this Agreement shall be addressed to the Village at 4410 W. Streetsboro Road, Richfield, Ohio 44286, Attention: Mayor, and to GPD at 520 South Main Street, Suite 2531, Akron, Ohio 44311, Attention: President, or such other address or party as may be indicated in writing from time to time by the Village or GPD.

IN WITNESS WHEREOF, the Village and GPD have caused this Agreement to be

executed by their respective duly authorized officers all as of the date written above.

VILLAGE OF RICHFIELD, OHIO

By: \_\_\_\_\_  
Bobbie Beshara

Title: Mayor

\_\_\_\_\_  
Sandy Turk, Finance Director  
Village of Richfield

Approved as to legal form and correctness:

\_\_\_\_\_  
William R. Hanna, Director of Law  
Village of Richfield

GPD GROUP

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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