

RESOLUTION NO.

28-2009

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH ENVIROSCIENCE, INC. FOR STORM WATER INVESTIGATION FOR MOTOR ROAD

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with EnviroScience, Inc. for a storm water investigation of Motor Road in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6/2/09

[Signature]
President of Council

[Signature]
Mayor

Dated: 6/4/09

ATTEST:

[Signature]
Clerk of Council

"Excellence in Ecological Monitoring"

15 December 2008

The Honorable Michael K. Lyons, Mayor
Village of Richfield
4410 W. Streetsboro Road
PO Box 387
Richfield OH 44286-0387
(330) 659-9201

mlyons@richfieldpd.us

Re: Stormwater Investigation Proposal – Motor Road, Richfield, Ohio

Dear Mayor Lyons:

Thank you for contacting EnviroScience, Inc. regarding ecological consulting for the above referenced site. We are pleased to present the enclosed proposal to assist with wetlands issues pertaining to this project.

EnviroScience is available to initiate fieldwork within one week of approval from the Village of Richfield and the establishment of favorable field conditions. Please note that in winter months, fieldwork is very dependent on weather conditions. We would be happy to submit proposals for any other services related to this project such as 404/401 permitting and mitigation planning. If you have any questions or would like more information, please contact me by phone at (330)688-0111, or email me at mliptak@enviroscienceinc.com. If I am unavailable, Mr. Matt Lascola at GPD Group (330) 572-2121 can also assist you.

Respectfully,



Michael A. Liptak Ph.D.
Senior Wetland Ecologist

Enc: proposal



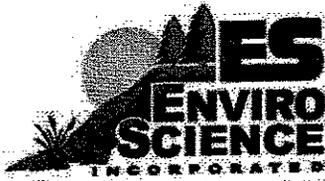
STORMWATER PLAN PROPOSAL

Presented to:

Village of Richfield
4410 W. Streetsboro Road
PO Box 387
Richfield OH 44286-0387

Motor Road, Richfield, Ohio
Project # 401-2804

Prepared by:



EnviroScience, Inc.
3781 Darrow Rd.
Stow OH 44224
(330) 688-0111



GPD Group
520 S. Main St., Suite 2531
Akron, OH 44311
(330) 572-2100

15 December 2008

INTRODUCTION

EnviroScience, Inc. and GPD Group (the EnviroScience/GPD Team) are pleased to present the following proposal for investigating stormwater problems and solutions for Motor Road in the Village of Richfield, Summit County, Ohio. Based on conversations with the Mayor of Richfield, Service Director, and Director of Planning and Zoning, the EnviroScience/GPD Team has identified the following approach to alleviating flooding problems along Motor Road. Rather than focus solely on traditional stormwater management techniques, the Team will investigate potential alternate methods for natural management of stormwater runoff and floodwater storage. Our approach will include evaluation of environmentally sensitive alternatives such as natural water quality systems, stream restoration and floodplain enhancement.

Advantages of an Ecological Approach

Considering ecological resources such as streams and wetlands from the beginning of the design process offers many advantages over the traditional engineering approach. Avoiding and minimizing impacts to these resources speeds up the process by reducing the extra time and money that is usually spent on permitting and additional design revisions because of wetland and stream issues.

Although the Summit County GIS wetlands layer does not indicate any wetlands at the Richfield site, the aerial photography on the Summit County GIS clearly shows an approximately 0.7-ac wetland at the southern basin location and a 0.2-ac wetland at the northern basin location. Knowledge of these resources from the beginning of the process will allow the Village to consider ecological solutions that will be favored by the agencies while using the natural capabilities of the ecosystems. Obtaining a 401 Water Quality Certification from OEPA is a costly and lengthy process that will force the Village to allocate more time and money on permitting and reduce the available resources for building the project. In Ohio, the 401 application fee for a project such as this would be up to \$5,000 for the Village, while wetland mitigation costs range from \$20,000-\$36,000 per acre and stream mitigation costs generally range from \$100-200 per linear foot.

EnviroScience and GPD have years of experience with permitting, wetlands, ecological design, and stormwater solutions, and have a good relationship with regulatory agencies that can smooth and expedite the permitting process, minimizing costs and delays to the client.

TASKS

The following Tasks have been identified to complete a stormwater management study and conceptual solution. Each is discussed briefly below, and tasks are detailed in Attachment A. Our proposed fee is summarized in Attachment B. This scope contained in Tasks 1-4 is limited in order to more closely approximate the scope previously obtained from the Village. However, additional ecological survey work has been included as well as some additional topographic survey of culvert elevations at Everett Road in Tasks 5-8. We believe that evaluation of conditions immediately downstream of the problematic area must also be considered in the analysis, as conditions in these downstream areas can affect the flow of water through the problematic area.



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Task 1 - Survey and Mapping

The EnviroScience/GPD Team will conduct a field survey of the existing drainage structures and water courses upstream and downstream of the two proposed detention basins. During this phase, the Village of Richfield property west of I-77 will be assessed for the presence and approximate location of wetlands onsite.

Task 2 - Site Visit

With the mapping generated from Task 1 in hand, the EnviroScience/GPD Team will conduct a site visit to photograph the site and visually inspect the existing culverts, site conditions and water courses routing through and adjacent to the residences along Motor Road. The Team will observe the physical opportunities and constraints relative to potential solutions.

Task 3 - SWM Study

The EnviroScience/GPD Team will perform a stormwater management study for the existing conditions to identify sources of flood problems and determine the volume of runoff for rainfall events up to the 100-year storm recurrence. Within the property owned by the Village, a grading schematic will be developed to restrict floodwater flows and optimize storage volume capacity. The proposed solution will be hydraulically modeled using computer software to design a controlled outlet and determine the resultant peak discharge and peak water surface elevation for up to the 100-year storm. Natural grading features and vegetation will be considered to incorporate a stormwater quality function.

The receiving drainage channels located east of the I-77 culvert crossings which route toward the Motor Road culverts will also be evaluated to determine if they are adequate to carry the resultant peak flows without impact to the Motor Road residences. If the proposed solution model identifies downstream channel deficiency, then options for stream restoration and floodplain management east of I-77 will be further investigated as part of the proposed solution.

The watershed modeling for this task will also include consideration of the east subwatershed draining to the downstream channel routing southeast of Motor Road to the Everett Road culvert crossing. The analysis will reveal if the addition of the east drainage area and/or the Everett culvert are contributing to the drainage problem. Considering all parts of this watershed will allow for a better understanding of all inputs a more holistic solution than considering only one portion of the watershed.

The initial findings and any limitations will be presented to the Village in a meeting and a recommendation made as to the preferred option to proceed with conceptual design. Once the Village has approved the conceptual solution, the conceptual plan and opinion of probable costs will be completed.

Task 4 - Conceptual Plan & Cost Estimate

The EnviroScience/GPD team will prepare a conceptual plan for the approved improvement limits. The preliminary plans will be based on existing Summit County GIS mapping and aerial photographs, and will include an opinion of probable construction cost based on the preliminary design. It may be necessary to revise the opinion of probable construction cost as final detailed plans are prepared.



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The wetland and stream information completed in Task 1 will allow the Team to complete an accurate assessment of the necessary permitting for the construction of the project, as well as a project approach that could decrease the permitting timeframe and costs. The Team will prepare a drainage study report including a summary of the results, calculations, preliminary plans, recommendations, opinion of construction cost and photographs, and will provide the Village with three copies of the study. The Team will participate in one additional meeting with Village Staff and/or council to discuss our findings.

Timeframe

The work will be completed within six weeks of receiving written authorization to proceed (pending weather conditions to allow timely completion of the field survey).

ADDITIONAL SERVICES

Based on the EnviroScience/GPD Team's experience with similar projects, it is possible that the drainage problems experienced by the residents along Motor Road stem from a combination of multiple drainage sources, including the approximately 96-ac watershed to the north and east of Motor Road. This watershed drains to the stream just east of Motor Road through the Revere School property and to the culvert crossing Everett Road, thereby combining with the problematic watershed identified in the base scope of services above. The study performed as part of Task 3 will evaluate this confluence as a possible flood source and determine if additional survey data is necessary to further expand the hydraulic model and explore additional stormwater management improvements. Should this become necessary, the Team proposes the following additional services on an if-authorized basis.

Task 5 - Wetland/Stream Site Visit

The Team will conduct an assessment of the wetlands and streams on the Revere School property east of Motor Road in order to determine the approximate locations of wetlands and streams, and to evaluate the potential of the site for stream and wetland restoration to meet the needs of the Village.

Task 6 - Additional Solution: Survey and Mapping

The Team will conduct additional survey activities similar to those completed as Task 1, on the Revere School property east of Motor Road and the watercourse downstream of the Everett Road culvert crossing in order to gather data necessary for an expanded hydraulic model.

Task 7 - Additional Solution: Conceptual Plan & Report

The Team will conduct hydraulic modeling and conceptual design activities similar to those completed as Tasks 3 and 4, applicable within the Revere School property east of Motor Road. This holistic approach, including expanded natural solutions will be focused to maximize ecological function and floodplain management for the watershed while taking future plans for the Revere school parcel into consideration. The Team will modify the report from Task 4 to include the additional information generated in Tasks 5-7.



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Task 8 - Investigate Grant Funding

The Team will investigate funding sources for the proposed ecological solutions identified in Tasks 1-4, as well as the additional tasks named above. This will include grants and other state funding mechanisms, as well as federal funding mechanisms.

CLIENT CONFIDENTIALITY

EnviroScience, Inc. maintains a strict policy of client confidentiality. All information regarding clients' samples and data are kept confidential in EnviroScience's files and released only to authorized personnel named by our client.

All original data sheets, logs, notes, reports and memoranda are stored in EnviroScience's archives. These documents will be retained for a minimum of five years.

ASSUMPTIONS

1. One round of document revisions is included based on written comments by the Village. Additional revisions to the report will be completed on a time and materials basis.
2. Wetland field work cannot be completed with snow on the ground or during frozen ground conditions.
3. The hydraulic model will be based on topographic information gathered from the Summit County GIS as well as supplementary topographic survey. A full topographic survey of the Village or school district property is not included in this proposal.
4. A full wetland delineation is not included in this proposal. Should a full delineation be necessary, EnviroScience would be pleased to provide a quote for one at a later date.

Agreement

EnviroScience, Inc. will provide stormwater services for the Village of Richfield in accordance with methods outlined in Attachment A of this proposal for the fees quoted in Attachment B. EnviroScience's *Standard Terms and Conditions* are located on the following pages. Payment is due within 30 days of invoice; final payment upon receipt of the *Stormwater Report*. The price in this proposal is valid for 120 days from the date of issuance.

In order to initiate the work detailed, we must receive a co-signed copy of this proposal or a purchase order(s).

EnviroScience, Inc.



15 December 2008

Michael A. Liptak, Ph.D.
Senior Wetland Ecologist

Date

Accepted and Authorized to Proceed;

Signature

Date



Standard Terms and Conditions

1. General

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule constitute the Agreement between EnviroScience, Inc. ("ES") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. Performance of Services

ES's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. No warranty, express or implied, except as specified in Section 9 below, is included or intended by this Agreement.

3. Invoices, Payments

ES will submit invoices to Client monthly for work completed during the previous month and a final invoice upon completion of services. Payment will be due within thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1 1/2) percent per month (18% per annum) on past due payments. If an invoice remains unpaid for a period in excess of sixty (60) days, ES reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings and information without recourse. In the event ES must engage counsel to enforce overdue payments, Client will reimburse ES for all reasonable attorney's fees and court costs.

4. Insurance

ES is protected by Workers' Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance coverages. ES will furnish certificates of insurance upon Client's request.

Client agrees that ES will not be liable or responsible for any loss or damage beyond the amounts, limits, exclusions, and conditions of such insurance.

5. Disclosure of Hazards

ES will take reasonable precautions for the health and safety of ES's employees while at the Client's Site with consideration for the available information regarding existing hazards. Client will furnish to ES at the time of the Client's authorization to proceed, all information known to the Client, Client's Counsel, or Site Owner concerning physical hazards, oil, hazardous, toxic, radioactive or asbestos material in, on or near the site. If hazards are known to exist and the Client fails to advise ES of such substance or condition, and during the course of the work they are discovered, and such discovery in ES's opinion results or may result in injury

or a health risk to persons, whether ES's employees or others, Client agrees to assume full responsibility and liability and shall hold ES harmless for any and all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to, continued health monitoring, and/or death, or property damage, and for economic loss, including consequential damages.

6. Confidentiality

ES will hold confidential all business and technical information obtained or generated in performance of services under this Agreement. ES will not disclose such information without Client's written and/or verbal consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for the preservation of public safety, health, and welfare; 3) compliance with any court order, statute or law, or governmental directive; and/or 4) protection of ES against claims or liabilities arising from the performance of services under this Agreement. ES's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

7. Ownership of Documents and Processes

All documents (including drawings, specifications, estimates, field notes, and other data) and all processes (including scientific, technological, software, and other concepts, whether or not patentable), created, prepared or furnished under this Agreement by ES or ES's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of ES whether or not the Project is completed. ES shall retain ownership of all documents, drawings, specifications, estimates, field notes, other data, and developed technology or processes and any copyright or right to patent thereto. All documents (including drawings, specifications, estimates, field notes, and other data) and all processes (including scientific, technological, software, and other concepts, whether or not patentable), created, prepared or furnished under this Agreement by ES or ES's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of ES whether or not the Project is completed. ES shall retain ownership of all documents, drawings, specifications, estimates, field notes, other data, and developed technology or processes and any copyright or right to patent thereto. Client may make and retain copies thereof as is necessary; however, such documents are not intended or represented to be suitable for additions, extension, alterations, or completion of the project by others, or use in any other project. Any reuse without written verification or adaptation by ES for the



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specific purpose intended is at Client's sole risk without liability or legal exposure to ES or its independent contractors or consultants. Client shall indemnify, defend, and hold harmless ES and its independent contractors, and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ES to further compensation.

8. Trade Secrets and Proprietary Information
Client acknowledges that ES has developed a number of protocols, techniques, and procedures, as well as specialized equipment for performing and ensuring the quality of laboratory and field services that it provides. Further, the Client acknowledges that ES regards this technical information as being its trade secrets. Client agrees not to use or disclose, directly or indirectly, any such trade secret to any person or organization, unless expressly authorized by ES.

9. References
Client agrees that ES has authority to utilize Client's name and general descriptions of the project work or service performed as references to other clients.

10. Limitation of Liability/Dispute
To the fullest extent permitted by law, the total liability of ES to Client, and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ES's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall be limited to an amount of \$50,000 or ES's fee, whichever is greater.

If Client prefers not to limit ES's liability to this sum, ES may increase this limitation upon Client's written request. If ES approves the request, ES will agree to increase the limitation of liability to \$100,000 provided that Client agrees to pay for this change with an additional fee of 4% of ES's total fee or \$800, whichever is greater. Client's written request for this waiver must be made before the Agreement between Client and ES is finalized. The additional fee is for the additional risk assumed by ES and should not be construed as a charge for additional liability insurance.

11. Dispute Resolution
All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be first submitted to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association.

12. Legal Action

All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentation, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred five (5) years from the day after completion of ES's services or the time that the party knew or should have known of this claim, whichever is sooner. In the event that Client institutes a suit against ES, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for ES, Client agrees to pay ES any and all costs of defenses, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of ES.

13. Precedence
These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

14. Severability
If any of the Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provision shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

15. Survival
These conditions shall survive the completion of ES's services on this project and the termination of services for any cause.

16. Governing Law
This Agreement shall be governed and construed in accordance with the laws of the state of Ohio.



ATTACHMENT A

PROPOSED TASKS

Task 1 - Survey and Mapping

- Retrieve topographic mapping from County GIS; setup project base
- Retrieve/review sewer & culvert record data
- OUPS & OGPUPS contact for field marking
- Property research & establish project control
- Survey checklist/instructive mapping/scheduling
- Establish control + property location(Village property west of I-77)
- Field survey - 6 Culverts/10 Channel x-sections/ Partial Topo
- Base mapping update
- Existing Stream Plan & Profile Drawing (Hor 1"=50', Ver 1"=5')
- Cross-sections (10 ea for hydraulic model)

Task 2 - Site Evaluation

- Team kickoff meeting
- Retrieve/review FEMA mapping & Riparian Ordinance requirements
- Site evaluation, culvert inspection & photo documentation
- Summary observations + opportunities/constraints
- Team coordination

Task 3 - SWM Study

- Prepare subwatershed drainage mapping
- Hydrologic &Hydraulic watershed model + Existing Conditions Analysis to Everett
- Evaluate deficiencies + Summary results
- West Detention Basin analysis
- Downstream Channel & floodplain analysis
- Stormwater Quality analysis
- Preliminary findings meeting with Village
- Final SWM Report

Task 4 - Conceptual Plan & Cost Estimate

- Finalize Conceptual Design & Plan, including Grading Plans (1"=20'), Stream Profile & Cross-sections (Hor 1"=20', Ver 1"=5'), and Details sheet
- GPD team coordination/reviews/QC
- Quantities Takeoff & Cost estimate
- Client deliverable and presentation

ADDITIONAL SERVICES

Task 5 - Wetland/Stream Assessment Outside Motor Road Project Area

- School site visit
- Map and Letter Report

Task 6 - Additional Solution: Survey and Mapping

- Property research
- Survey Checklist/instructive mapping/scheduling
- OUPS & OGPUPS contact for field marking
- Set Control + Property location survey
- Field survey - 1 Culvert/8 Channel x-sections/ Partial Topography
- Base mapping update
- Existing Stream Plan & Profile Drawings (Hor 1"=50', Ver 1"=5')
- Cross-sections (8 ea for hydraulic model)

Task 7 - Additional Solution: Conceptual Plan & Report

- Modify Conceptual Design & Plan, including additional Grading Plans (1"=20'), Stream Profile & Cross-sections (Hor 1"=20', Ver 1"=5'), and Details sheet
- Modify hydraulic modeling & SWM Report
- Modify Quantities Takeoff & Cost estimate
- Additional client deliverable and presentation (if applicable)

Task 8 - Investigate Grant Funding

- Investigate options for funding
- Provide a table of results including name, address, deadline information

ATTACHMENT B**BASE SCOPE OF SERVICES PROPOSED FEE**

TASK	DESCRIPTION	FEE
1	Survey and Mapping	\$7,400
2	Site Evaluation	\$5,645
3	SWM Study	\$6,725
4	Conceptual Plan & Cost Estimate	\$10,160
	TOTAL FEE TASKS 1-4	\$29,930

ADDITIONAL SCOPE OF SERVICES PROPOSED FEE

TASK	DESCRIPTION	FEE
5	Wetland/Stream Assessment Outside project area	\$1,430
6	Additional Solution: Survey and Mapping	\$4,980
7	Additional Solution: Conceptual Plan & Report	\$5,420
8	Investigate Grant Funding	\$810
	TOTAL FEE TASKS 5-8	\$12,640