

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THORSON BAKER & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES PERTAINING TO THE EASTWOOD PRESERVE HISTORIC BARN, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Richfield owns real property located at 4712 Streetsboro Road in the Village, known as the Eastwood Preserve, which is used as a passive community park;

WHEREAS, Eastwood Preserve houses a historic barn which is in need of a structural assessment for potential repair or renovation;

WHEREAS, the Village has received a proposal from Thorson Baker & Associates, Inc. for professional services to perform a structural assessment, and other related services, for the Eastwood Preserve Historic Barn, at a cost of \$1,200.00; and

WHEREAS, this Council desires to authorize the Mayor and the Finance Director to enter into a contract with Thorson Baker & Associates, Inc. to perform the structural assessment, and other related services, on the Eastwood Preserve Historic Barn.

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

SECTION 1. The Mayor and Finance Director are hereby authorized to enter into a contract with Thorson Baker & Associates, Inc. for a structural assessment of the Eastwood Preserve Historic Barn and other related professional services in an amount not to exceed \$1,200.00 and in a form substantially the same as that attached hereto as "Exhibit A", which is incorporated herein fully as if by reference, subject to final approval of the Law Director.


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing the necessary structural assessments to take place at the earliest possible time to ensure the safety of all who enter the structure and to allow any necessary work to commence at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon 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: February 4, 2014


President of Council


Mayor

Dated: 2/7/14

ATTEST:


Clerk of Council



LETTER OF ENGAGEMENT FOR PROFESSIONAL DESIGN SERVICES

January 17, 2014
Revised January 27, 2014

Client: Ms. Ruth Josek
Village of Richfield
Parks and Recreation Department
4410 W. Streetsboro Road
Richfield, OH 44286

Project: Eastwood Preserve Historic Barn Richfield, OH

Basic Project Description:

Structural assessment of existing barn. Primary purpose of the assessment is to:

1. Evaluate condition of exterior masonry wall.
2. Observe the condition of the exterior windows.
3. Evaluate feasibility of removing second floor.

THORSON BAKER & Associates, Inc. (TBA) is pleased to submit our Letter of Engagement to provide professional design services for the above referenced Project.

- **Structural Engineering**

Scope of services is as follows:

- **Site Assessment Observation (Noted as a Separate Fee)**
- **Consultation**
- **Report Documenting Results of the Assessment**

Proposed fees are as follows:

Site Assessment Observation Fee:	<u>\$300</u>
Structural Report:	<u>\$600</u>
Preliminary Opinion of Cost:	<u>\$300</u>
TOTAL:	<u>\$1,200</u>

Revisions to design criteria or changes requested which result in additional scope will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services.

Reimbursable expenses will be invoiced at 100% of actual cost and include: travel, lodging, long-distance telephone, fax, shipping and delivery services, plotting, printing, and electronic shop drawings printing and processing fee.

Hourly rate based fees and Additional Services if required will be charged at the following current standard hourly rates:

Principal	\$180	Senior Project Manager	\$135	Project Manager	\$115
Project Engineer/Project Designer	\$95	Design Engineer/Designer	\$80	Senior CAD/BIM	\$80
CAD Technician	\$65				

Hourly rates quoted are subject to change May 1 of each year.

Project Cancellation: Should the Project be canceled prior to completion of our services, TBA will invoice for all services rendered and reimbursable services and expenses.

Fee Adjustment: If the services covered by this Letter of Engagement, excluding Construction Administration, have not been completed within 18 months of the date of this Letter of Engagement, the remaining fees shall be subject to adjustment.

Project Termination: This Letter of Engagement may be terminated upon 10 days written notice by either party should the other party fail to perform its obligations hereunder. In the event of termination of this Engagement prior to the completion of TBA's services, the Client shall pay TBA for services rendered to the date of termination, reimbursable expenses, and reasonable termination expenses.

Payment: Payment of invoice is due in 30 days after date on invoice. In the event that any portion of an account remains unpaid 90 days after billing, TBA may, without waiving any claim or right against the Client, and without liability whatsoever to TBA, terminate the performance of all services. Payments for services rendered lapsing more than 90 days from date of invoice shall be charged interest at the rate of 1.5% per month. In addition, Client shall be responsible to TBA for all court costs and costs of collection, including reasonable attorney fees incurred by TBA in collection of any outstanding debt.

The Client shall be obligated, upon completion of TBA's services under this Letter of Engagement and completion of the Client's services under the prime Agreement, to pay TBA in full for all amounts due even if the Client has not received payment in full.

Liability Limit: In recognition of the relative risks and benefits of the Project to both the Client and TBA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of TBA for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of TBA to the Client shall not exceed TBA's total fee for services rendered on this project. Such causes include, but are not limited to TBA's negligence, errors, omissions, strict liability, or breach of contract.

This Letter of Engagement and Exhibits A through and including B constitute the entire Engagement between the parties.

Fixed fees and the terms of this Engagement shall be valid for 90 days from date of this Letter of Engagement.

AUTHORIZED ACCEPTANCE:

The undersigned accepts the terms and conditions contained in this Letter of Engagement for Professional Design Services.

Client:
By: Bobbie Beshara
Printed Name/Title: Bobbie Beshara/mayor
Date: 2/7/14 (VILLAGE OF RICHFIELD)
Please sign and return one copy for our files

THORSON BAKER & Associates, Inc.
By: Michael G. Thorson
Name/Title: Michael G. Thorson/Principal
Date: January 17, 2014 - Revised January 27, 2014
tba# eastwood preserve historic barn-richfield, oh-
01rev.doc

EXHIBIT 'A'

BASIC QUALIFICATIONS

- **Authorization to Proceed:** Written authorization is required for TBA to begin services on the Project. However, instructions on the part of the Client or the Client's agent, either verbal or written, to proceed with any or all of the services outlined in the scope of services of this Letter of Engagement, constitutes acceptance of this Engagement by the Client in its entirety, including the stipulated fees.
- **Governing Jurisdiction:** Unless otherwise specified, this Letter of Engagement shall be governed by the laws of the State of Ohio.
- **Benefit of Service:** TBA and the Client agree that the services performed by TBA pursuant to this Engagement are solely for the benefit of the Client and are not intended by either TBA or the Client to benefit any other party or entity. To the extent that any person or entity, including but not limited to the Owner, Contractor and/or any of its Subcontractors, and other Design Professionals, is benefited by the services performed by TBA pursuant to this Engagement, such benefit is purely coincidental and such person or entity shall not be deemed a third party beneficiary to this contract.
- **Assignment:** Neither the Client nor TBA shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Engagement, without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Engagement. Nothing contained in this paragraph shall prevent TBA from employing such independent consultants, associates and subcontractors as TBA may deem appropriate to assist in the performance of services hereunder.
- **Standard of Care:** TBA shall perform those professional services as specified in the Exhibits. In providing services under this Letter of Engagement, TBA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. TBA makes no warranty, express or implied, as to its professional services rendered under this Engagement.
- **Defects in Service:** The Client shall promptly report to TBA any defects or suspected defects in TBA's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify TBA shall relieve TBA of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- **Consequential Damages:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the client nor TBA shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Letter of Engagement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause or action whatsoever.
- **Indemnification:** The Client and TBA mutually agree to indemnify and hold each other harmless from damages and losses, including reasonable attorney's fees, arising from their own negligent acts, errors or omissions in their performance of the services under this Engagement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. TBA's indemnification obligation shall be limited to the liability limit defined in the preceding portion of this agreement.
- **Mediation:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Engagement or the breach thereof will be presented to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, subject to the parties agreeing to a mediator(s). Claims, disputes and other matters that are not resolved by mediation shall be subject to non-binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.
- **Receivables:** The Client shall furnish all information that affects the design professional's services prior to beginning the design phase including but not limited to geotechnical reports, surveys, available drawings related to existing conditions, prototype drawings, owner criteria, client criteria, tenant criteria, and appropriate lease exhibits as well as other reports or data relative to the design of the Project. TBA shall be entitled to rely on such information.
- **Code Information:** The Client shall furnish the appropriate contact for the authorities having jurisdiction for the Project. Client shall furnish a project code search including, but not limited to, the building codes adopted for the Project, construction classification, occupancy classification, occupant load, locations and types of all fire rated walls, floors, roofs, etc., and their appropriate fire ratings.

- **Instruments of Professional Service:** All reports, drawings, specifications and materials prepared by TBA for this Project are instruments of professional service intended for the one-time use in connection with this Project and are the sole property of TBA. The use of these materials is permitted for this Project only. Any use of these materials in part or in whole, for other projects related or unrelated to this Project, by any parties without the written consent of TBA is unauthorized. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TBA against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of TBA.
- **Site Assessment Observation:** Observations are limited to visual observation only. Visual observation will be limited to areas that are not covered by finished or other obstructions. Access may not be possible to all rooms and areas within the building or buried utilities, etc., on site as defined in the scope. No testing will be performed on materials, equipment or systems. Equipment will not be opened or taken apart for internal inspection. Observation reports are in no way a guarantee to the proper operation of equipment or systems. Observation is not intended to be an inspection for health or environmental problems such as mold, radon gas, asbestos, PCB's, lead, etc. In projects requiring observation and reporting of existing structures, there may be conditions concealed from reasonable observation that differ from available documentation or other information. Notwithstanding anything to the contrary in this Letter of Engagement, such visits and observation are not intended to be an exhaustive check or a detailed inspection of the existing conditions but rather are to allow TBA, as an experienced professional, to become generally familiar with the facility. TBA is not responsible for costs or delays resulting from the later discovery of actual conditions. If the Client desires more extensive project observation, the Client shall request that such services be provided by TBA as Additional Services in accordance with the terms of this Letter of Engagement.
- **Hidden Conditions:** A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. The Client understands TBA cannot be aware of said conditions and cannot be held liable for risks associated with this condition or any resulting damages to persons or property. Concealed or unknown physical conditions encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist may require additional design fees.
- **Contractor Responsibilities:** TBA shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. TBA shall not be responsible for or have control or charge over the acts or omissions of contractors or Subcontractors performing any Work on the Project.

AVAILABLE SERVICES NOT INCLUDED IN BASE FEE

Services which arise as a result of unforeseen circumstances during the design or construction process as follows:

- **Schematic Design, Design Development, Construction Documents, Specifications, Shop Drawing Review and Construction Administration.**
- **Scope Revision:** Changes in scope or magnitude of the Project as described and agreed to under the Letter of Engagement for Professional Design Services. If the scope of the Project is materially changed at any time after the execution of this Engagement through no fault of TBA, any necessary adjustment in the compensation of TBA shall be negotiated.
- **Revisions:** Revisions which are inconsistent with approvals or instructions previously given by the Client.
- **Preliminary Opinion of Cost:** Assistance in the preparation of Preliminary Opinion of Cost of Construction.
- **Code Revisions:** Revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- **Overtime:** Overtime work requested by the Client.
- **Natural Disasters, Fire:** Assessment of and/or redesign of damage as the result of fires, man-made disasters, or acts of God.

Resolution No. 13-2014

Date: 2/4/2014

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE FOR BIDS FOR A FIRE PUMPER/RESCUE UNIT AND EQUIPMENT IN ACCORDANCE WITH THE SPECIFICATIONS NOW ON FILE WITH THE FIRE CHIEF TO REPLACE FIRE PUMPER/RESCUE UNIT 3014 AND DECLARING AN EMERGENCY

1st Read date 2/4/14

2nd Read date _____

suspend 2nd and 3rd date 2/4/14
Motion No. _____ By AE 2nd RS
Vote: Yeas 6 Nays 1

3rd Read date _____

suspend 3rd date _____
Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Amend date _____

Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Table date _____

Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Adopt date 2/4/14

Motion No. _____ By AE 2nd RS
Vote: Yeas 7 Nays 0

Other date _____

Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Posting:

I, Cassandra Campbell, of the Village of Richfield, Summit County, Ohio, do hereby certify that Resolution No. 13-2014 was duly passed by the Council of the Village of Richfield, Summit County, Ohio on the 4 day of Feb, 2014. There is no newspaper in the municipality and the publication of the Resolution No. 13-2014 was by posting true copies thereof in at least five (5) of the most public places in said Village as therefore determined by Council. Additionally it has been posted on the Village web site.

Most public places are:

- 1) Richfield Town Hall, 4410 Streetsboro Road
- 2) Richfield Police Department, 4410 West Streetsboro Road
- 3) United States Post Office, 3900 Broadview Road
- 4) Giant Eagle, 4428 Broadview Road
- 5) Richfield Senior Center, 4400 West Streetsboro Road
- 6) Richfield Library, 3761 S. Grant Street

Each posting is for a period of fifteen (15) days commencing on the 4 day of Feb, 2014.

Cassandra Campbell
Cassandra Campbell, Clerk of Council

