

RESOLUTION NO. 62-1996

Offered by Mayor Larsen

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THOMAS FOK & ASSOCIATES, LTD. FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE BRECKSVILLE ROAD RECONSTRUCTION PROJECT

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 Thomas Fok & Associates, Limited for professional engineering services in connection with preparation of design and detail plan and specification for the Brecksville Road Reconstruction Project, a copy of which agreement is 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: August 20, 1996


President of Council


Mayor

Dated: 8/20/96

ATTEST:


Clerk of Council

THOMAS FOK & ASSOCIATES, LIMITED

Consulting Engineers, Surveyors & Planners

3896 Mahoning Avenue • Youngstown, Ohio 44515 • 216/799-1501 • Fax: 216/799-2519
278 Monroe Street N.W. • Warren, Ohio 44483 • 216/394-7624 • Fax: 216/394-7653

Thomas D. V. Fok, P.E.
Chairman
Lawrence A. Zachariah
Principal Associate

July 8, 1996

Donald H. Larsen, Mayor
Village of Richfield
4410 W. Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286-0387

Subject: Engineering Services Agreement for
 Preparation of Design and Detail Plan
 and Specification for Brecksville Road
 Reconstruction Project
 (Ohio Public Works Commission/Village of Richfield)

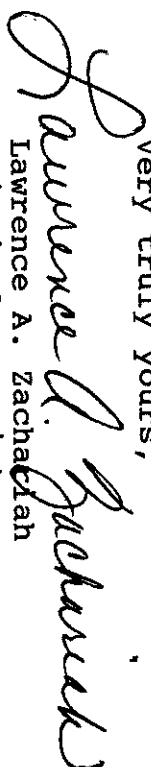
Dear Mayor Larsen:

In response to our conversation and by your request, Thomas Fok and Associates, Limited is pleased to submit for your consideration and approval this agreement for Engineering Services for the Village of Richfield Improvements.

If you find this agreement agreeable, signatures by the proper Village officials would convert the agreement into a contract. Enclosed are 3 originals of the agreement to be signed by the Village of Richfield officials, two for your file and one to be returned to us.

We appreciate the opportunity to submit this agreement and hope we may be commissioned to serve the Village of Richfield on this important project. We would be happy to discuss any aspect of this agreement; to supply additional information or to discuss the project with you, at your convenience. If you have any questions, please contact our Youngstown office.

Very truly yours,


Lawrence A. Zachariah
Principal Associate

prk

enclosure

cost\richfield. pro

SCOPE OF SERVICE

To provide the Village of Richfield Professional Engineering Services for Preparation of Design & Detail Plan and Specification for Brecksville Road Reconstruction Project within existing Public Roadway Right-of-Way using the 1995 Ohio Department of Transportation Specification and Standards for the Improvement to reconstruct Brecksville Road. The project location is between Wheatley Road and Everett Road for approximately 1.25 miles.

Thomas Fok & Associates, Limited shall prepare engineering services as follows:

- Phase A Planning Phase Service - Traffic Study to determine the required number of traffic lanes (PART I)
- Phase B Detailed Design and Preparation of Plan Specifications (PART II)
- Phase C Opinion of probable Construction Cost
- Phase D Assist the Village of Richfield during bidding phase (If required, cost to be negotiated at a later date)
- Phase E Consulting Service during Construction (If required, cost to be negotiated at a later date)

Geotechnical Services (Soil Investigation) shall be provided to us by Village of Richfield or other.

PHASE A PLANNING PHASE SERVICE - Traffic Study to determine the required number of lanes (PART I)

1. An advanced facilities planning study will be performed by meeting with the Village of Richfield staff or personnel to whom the Village may designate to represent the Village to discuss the project and to determine and agree on the best interest of the Village of Richfield.

2. Consultation during Planning Phase to ascertain the requirements of the project.

PHASE B DETAILED DESIGN AND PREPARATION OF PLAN AND SPECIFICATION
(PART II)

1. Prepare detailed construction drawing and provide the field survey necessary for this project (Metric).
2. Prepare contract specifications setting forth the kind and quality of the various material entering into the construction; and quantities to be met, and similar information necessary to obtain competitive bids for

2. Consultation during Planning Phase to ascertain the requirements of the project.

PHASE B DETAILED DESIGN AND PREPARATION OF PLAN AND SPECIFICATION
(PART II)

1. Prepare detailed construction drawing and provide the field survey necessary for this project (Metric).
2. Prepare contract specifications setting forth the kind and quality of the various material entering into the construction; and quantities to be met, and similar information necessary to obtain competitive bids for construction of the improvements.
3. Assist the Village of Richfield with construction funding options and application to obtain approval and permit with the necessary agency if their approval is required.

PHASE C OPINION OF PROBABLE CONSTRUCTION COST

1. Prepare an opinion of probable construction cost for the project.

PHASE D ASSIST VILLAGE OF RICHFIELD DURING BIDDING PHASE (If required, cost to be negotiated at a later date)

1. Attendance and participation in pre-bid conferences.
2. Assist in securing construction bids, in tabulating and evaluating bids, and furnish engineering recommendations for the awarding of construction contracts subject to the legal, administrative, and other non-technical review, to be performed by the owner. (If required)
3. Maintain a list of plan holders.

4. Preparation of addenda to construction contract documents for purposes of identifying minor changes or clarification of provisions and requirements of the documents.

5. Distribute copies of Project Drawings and Specifications to prospective bidders, suppliers, and other appropriate parties.

PHASE E CONSULTING SERVICE DURING CONSTRUCTION (If required, cost to be negotiated at a later date)

Following execution of an engineering contract and upon specific authorization to proceed on this task, Thomas Fok & Associates, Limited will furnish engineering service during construction as follows:

1. Construction Engineering/Administration Services

• Receive, review, and respond to all correspondence generated by the Village of Richfield and the Contractor.

• Make periodic visits to the site throughout the active construction periods. These visits shall include, but not be limited to, attendance at construction progress meetings, as appropriate, to consult with Resident Engineer and the Village of Richfield representatives; observe first-hand any problems requiring office staff engineering input and to maintain working relationship with the Contractor.

• Furnish supplementary specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve changes brought about by actual field conditions encountered.

Review the progress schedule prepared and other information submitted by contractors, for compliance with the specifications and requirements of the contract documents; such data to be recommended for approval, returned for revision or rejected. This performance includes checking laboratory, shop and mill test reports of materials and equipment. Such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto, as such are the responsibility of the construction contractor.

Review Contractor's interim progress and final pay estimates prepared by the Contractor and Resident Engineer and issue recommendations to the Village of Richfield regarding acceptability of payment.

Review Contractor's claim for extra orders. If claim is substantiated, prepare independent Engineer's Estimate, review Contractor's claimed costs, assist the Village in negotiation of change orders.

Solicit, receive, and review all necessary contract close-out documents. Expedite Contractor's close-out efforts and make final recommendation to the Village of Richfield regarding contract close-out.

2. Inspection Service - Resident Engineer

Following execution of an engineering contract and upon specific authorization to proceed on this task, Thomas Fok & Associates, Limited will furnish a Resident Engineer who, under our direction, will provide on-site administration and surveillance of the construction work as follows:

Conduct on-site observation of the work in progress to determine whether the project is proceeding in general conformance with the contract documents and that the completed work will conform to the requirements of the contract documents.

Record in a job diary hours on the job site, weather conditions, labor and equipment employed on the job, location(s) and nature of the work being performed, progress of the work by stationing and/or quantities, any unusual job conditions, names and affiliations of visitors, instruction received from superiors, instructions given to Contractor(s), accidents, changes in the work, and any other information having a bearing on the work being performed.

Review the progress schedule and other schedules prepared by the Contractor(s) and monitor Contractor(s) progress with respect to schedule. Arrange a schedule of progress meetings and other job conferences as required in consultation with Thomas Fok & Associates, Limited and notify in advance, those expected to attend. Attend the meetings and maintain a record of the results thereof.

Review and preparation of partial and final estimates for payments to the Contractor(s), reconcile such estimates with the Contractor's representative as required to assure complete understanding and compliance with the contract requirements and established payment procedures and forward them with appropriate recommendations to Thomas Fok & Associates, Limited and the Village of Richfield. Maintain calculations used to verify the Contractor's request for payment and a file of all appropriate delivery tickets and invoices.

- . Provide liaison between Thomas Fok & Associates, Limited, the Contractor(s) and the Village of Richfield; assist the Contractor's superintendent in interpreting the intent of the design and the requirements of the contract documents, issuing clarification as required.
- . Maintain current and accurate records to support (a) a history of contractor(s) progress and activity, (b) periodic payment estimates forwarded, (c) changes to the contract(s), (d) testing procedures and results, and (e) reports of job progress to Thomas Fok & Associates, Limited.
- . Thomas Fok & Associates, Limited shall maintain daily logs.
- . Receive and record in a shop drawing log book all shop drawings which have been approved by Thomas Fok & Associates, Limited. Maintain these shop drawings in an appropriate file. Notify Thomas Fok & Associates, Limited and the Contractor or his superintendent immediately if any work requiring an approved shop drawing or other submission is commenced and shop drawings or other submission has not been approved.
- . Record observed field changes on master set of plans and specifications to be used as the reference source for the record drawings to be prepared by the Contractor.
- . At a time near substantial completion of the project, prepare and submit to the Contractor(s), a punch-list of items which require corrections, or completion.

- On completion of the work, conduct a final inspection of the project in the company of the Village of Richfield's designated representative and the Contractor(s), and prepare a final list of items, if any, to be corrected.

- Verify that all items on the final list have been corrected, and make recommendations concerning completion and acceptance.

- The Resident Engineer will not advise on, issue directions relative to, nor be responsible for the construction means, methods, techniques or procedures; nor on safety precautions and programs in connection with the work. These matters are the responsibility of the Contractor(s).

3. Inspection Services - Resident Representative

Following executing an engineering contract, Thomas Fok & Associates, Limited will furnish Resident Representative(s) who, under the Resident Engineer's direction, will provide on-site administration and surveillance of the construction work and report to the Resident Engineer.

PERFORMANCES BY THE VILLAGE OF RICHFIELD

This proposal is based upon the assumption that the Village of Richfield will, without cost to Thomas Fok & Associates, Limited:

- Make available to use all data and information in its files that are pertinent to the work proposed.

- Furnish any property, boundary, right-of-way or topographic surveys and all easements which may be required, unless such are authorized as a Supplementary Service to Thomas Fok & Associates, Limited.

- Make reviews of submitted materials or samples in timely manner so as not to adversely impact the time schedule of the project.
- Assist in providing access to existing facilities in the field, and provide notice to easement providers.
- Provide contact with all governing agencies and pay any applicable fees for regulatory agencies review and approvals.

FEEES AND PAYMENT

For the performance of engineering services:

- Phase A Planning Phase Service - Traffic Study to determine the required number of traffic lanes (PART I)
- Phase B Detailed Design and Preparation of Plan Specifications (PART II)
- Phase C Opinion of probable Construction Cost
- Phase D Assist Village of Richfield during bidding phase (If required, cost to be negotiated at a later date)
- Phase E Consulting Service during Construction (If required, cost to be negotiated at a later date)

For services outlined herein under the scope of service (Phase A, B, and C) the Village of Richfield will pay and Thomas Fok & Associates, Limited will accept as full compensation a lump sum amount of TWO HUNDRED SEVEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS (\$207,838.00).

• Payment

- Progress payment shall be due and payable upon submission of monthly invoices along with a progress report describing the work performed during the invoice period.

Invoices for lump sum fee type service shall be based upon the Engineer's estimate of the percentage of the total services actually completed at the time of billing.

Cost Reallocations

The estimated cost limitations are for guidance purposes only. Costs may be reallocated as the conduct of the work dictates, providing the total net price is not increased. The total price and scope may be modified only by additional amendments to this agreement.

INSURANCE

Thomas Fok & Associates, Limited shall procure and maintain during the life of this agreement, insurance of the types and minimum amounts as follows:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$300,000 per occurrence \$300,000 aggregate
Automobile Liability	Bodily Injury Per Accident \$500,000
Excess Liability to GCL & Auto	\$5,000,000 per occurrence \$5,000,000 aggregate

Professional Liability \$ 1 , 5 0 0 , 0 0 0 P e r
Aggregate/claim

Certificates of Insurance evidencing these coverages shall be provided upon request.

GENERAL

Indemnification

Thomas Fok & Associates, Limited shall indemnify and save harmless the Village of Richfield and its agents and employees from all suits or actions for personal injuries including death, or property damages, caused by negligent acts, errors or omissions of Thomas Fok & Associates, Limited or his agents or employees, arising out of the work of this Contract.

Changes

The Village of Richfield may, by written order, make changes within the general scope of services of this Contract. If such changes cause an increase or decrease in the scope or the cost of the work to be preformed by Thomas Fok & Associates, Limited, the parties shall agree in writing as to the equitable adjustments to be made in the fees and payments, prior to implementation of the changes.

If the Village of Richfield wishes to make changes in the PROJECT which are beyond the scope of services of this Contract, such changes shall be agreed in an Amendment to this Contract, which shall describe the services, the terms of performance, and the compensation to be paid.

If the Village or Thomas Fok & Associates, Limited wishes to change the time of performance of the services, such change shall be made in writing after agreement of the parties as to such change.

Termination

It is agreed that either party may terminate this Contract in whole or in part at any time by giving the other party thirty (30) days notice in writing. Such notice shall be delivered

personally to the responsible officer of the other party, or sent by registered mail to the Principal Office of other party.

- In the event this Contract is terminated, Thomas Fok & Associates, Limited shall be compensated for the services rendered up to the date of termination.

- Upon termination, Thomas Fok & Associates, Limited shall deliver to the Village of Richfield all work and applicable documents pertaining thereto completed to the date of termination. The Village of Richfield will hold harmless Thomas Fok & Associates, Limited from all claims or damages arising out of the possible subsequent use of the Thomas Fok & Associates, Limited's work.

Non-Discrimination

- In the performance of this Contract, Thomas Fok & Associates, Limited shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex or national origin. Thomas Fok & Associates, Limited shall take affirmative action to avoid discrimination in recruiting, employment, promotion, training, layoff, compensation, or discharge.

- Thomas Fok & Associates, Limited shall comply with the requirements of the Village of Richfield's published non-discrimination and equal employment opportunity policies and programs in effect on the date of execution of this Contract, insofar as such policy is applicable to the Village of Richfield contractors.

Signatory Provisions

This proposal is made by the undersigned Thomas Fok & Associates, Limited, an Ohio Limited Partnership Association. If the Village of Richfield accepts the offer herein contained, the resulting

agreement shall be binding upon and shall inure to the benefit of such corporation, its successors or assigns.

Nothing in this agreement shall be construed as obligating Thomas Fok & Associates, Limited to appear in litigation or to prepare evidence for such in your behalf, except in consideration of additional compensation.

IN WITNESS WHEREOF, the parties hereunto have caused this Engineering Agreement to be executed, in triplicate, as of the date and year first above written, by affixing the signature of a duly authorized officer of the Village of Richfield and the signatures of the appropriate officials.

THOMAS FOK AND ASSOCIATES, LIMITED

By: 

Thomas D. V. Fok, Chairman

Attest: 

CERTIFICATE OF VILLAGE OF RICHFIELD

I hereby certify that the Contract herein described has been awarded by the Board of the Village of Richfield ~~Board of Control~~ to Thomas Fok & Associates, Limited, on August 20, 1996 to Sept. 5, 1996 take effect September 20, 1996. (Resolution No. 62-1996)


Date Sept. 5, 1996 BY: 
Donald H. Larsen, Mayor

Date September 6, 1996 BY: 
Eleanor Lukovics
Position: Finance Director

CERTIFICATE OF DIRECTOR OF FINANCE
I hereby certify that the money for the payment of the foregoing obligation has been lawfully appropriated for this purpose and is in the treasury or in the process of collection to the credit of the appropriate fund free from any previous encumbrances.


Jean Jukowicz
Director of Finance
CERTIFICATE OF DIRECTOR OF LAW

I hereby certify that I have examined the Contract herein and the form and correctness thereof are approved.

Date 9/17/96 BY: 
Position: Ken Director