

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH GPD GROUP FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2025 AND DECLARING AN EMERGENCY

WHEREAS, the prior agreement between the Village and GPD Group for Village Engineer services will expire on December 31, 2023; and

WHEREAS, GPD Group has proposed an increase in the hourly rates for services as set forth in the 2024 and 2025 Rate Schedule, attached hereto and expressly incorporated herein as Exhibit "A"; and

WHEREAS, the Village desires to authorize an extension of the contract with GPD Group through December 31, 2025.


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 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 "B", subject to final approval of the Director of Law.

SECTION 2. The term of the agreement with GPD Group shall be effective as of January 1, 2024 through December 31, 2025.

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 ensuring that the Village has an engineer and supporting engineering firm to render professional services to the Village; 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: 1-2-2024



President of Council

Michael Wheeler
Mayor

Dated: 1/2/2024

ATTEST

[Signature]
Clerk of Council

GPD Group – Village of Richfield – Rate Schedule

Proposed Hourly Rate Schedule	2024 – 2025 Rate	Service Change
Project Principal	\$162.00	
Project Manager / City Engineer	\$143.00	
Senior Engineer	\$128.00	
Senior Architect	\$128.00	
Senior Landscape Architect	\$128.00	
Landscape Architect	\$110.00	
Design Engineer/Design Architect	\$110.00	
Staff Engineer/Staff Architect	\$98.50	
Engineer / Architect – Co-op/ Intern	\$63.50	
Senior Environmental Scientist	\$120.00	
Environmental Specialist	\$90.00	
Senior Designer	\$95.00	
Staff Designer	\$77.00	
CAD Drafter	\$67.00	
Construction Inspector	\$75.00	
Construction Coordinator	\$90.00	
Project Aid/Clerical	\$60.00	
Survey Project Manager	\$140.00	
Senior Surveyor	\$125.00	
Field Survey Technician 3	\$120.00	Added Category
Office Survey Technician 3	\$100.00	
Field Survey Technician 2	\$100.00	Added Category
Office Survey Technician 2	\$80.00	
Field Survey Technician 1	\$90.00	Added Category
Office Survey Technician 1	\$70.00	
Geotech – Project Manager	\$135.00	
Drill / Lab / Field Manager	\$102.50	
Sr. Driller & Field & Lab Tech	\$90.00	
Driller & Field & Lab Tech	\$77.50	
Asst. Driller & Field & Lab Tech	\$62.50	
Geotech Field Supplies	2024 - 2025	Service
Fixed Costs	Rate	Change
Mortar Cubes (Each)	\$13.00	
Grout Prisms (Each)	\$24.00	
Concrete Test Cylinders (Each)	\$17.00	
Concrete Test Beams (Each)	\$55.00	
Drill Rig (per Day)	\$700.00	
Hydrovac Trailer (Per Day)	\$300.00	
Floor Flatness Gauge (Per Day)	\$125.00	
Nuclear Density Gauge (Per Day)	\$65.00	

AGREEMENT
BETWEEN THE VILLAGE OF RICHFIELD
AND THE FIRM Glaus, Pyle, Schomer, Burns and DeHaven, Inc.

I. **THIS AGREEMENT**, made at Richfield, Ohio this _____ day of _____, _____ by and between the Village of Richfield, Ohio, hereinafter called the "VILLAGE", and the firm Glaus, Pyle, Schomer, Burns and DeHaven, Inc., dba GPD Group, 520 South Main Street, Suite 2531, Akron, Ohio 44311, hereinafter called the "ENGINEER", witnesseth;

THAT WHEREAS, the VILLAGE intends to obtain the services of a professional engineer to act in the capacity of Village Engineer and whereas the said firm proposes to furnish such engineering services to the VILLAGE for a period of 24 months from January 1, 2024 to December 31, 2025.

THEREFORE, In consideration of these premises, and of the mutual covenants herein set forth, the VILLAGE and the ENGINEER agree as follows:

II. **THE ENGINEER** agrees to furnish and perform the various professional services as are herein defined as "ROUTINE SERVICES" and such additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES", as follows:

- a. **ROUTINE / EMERGENCY SERVICES**: Professional services as outlined in the Village of Richfield, Village Engineer Scope of Services under Section A, "Hourly Services" shall be performed by the ENGINEER for the VILLAGE, either as a matter of routine or upon request of an appropriate Village official as may be designated by the Mayor.
- b. **SPECIFICALLY AUTHORIZED SERVICES**: All services not included in the Village of Richfield, Village Engineer Scope of Services under Section A, shall be considered Specifically Authorized Services. Specifically Authorized Services include but are not limited to the services that are outlined under Section B, "Additional Services" in the Village of Richfield, Village Engineer Scope of Services.
- c. The Village of Richfield, Village Engineer Scope of Services is included in this agreement as Attachment A.

III. The **VILLAGE** agrees to retain the services of the ENGINEER during this contract, and to compensate the ENGINEER under the following terms and conditions:

- a. **HOURLY SERVICES**: For general consulting services as detailed under Article II-a, Routine Services, the ENGINEER shall be compensated on an hourly basis based upon the "Hourly Rate Schedule" contained in Section C of the Village of Richfield Village Engineer Scope of Services. This payment shall be invoiced monthly based on actual effort expended.

- b. **SPECIFICALLY AUTHORIZED SERVICES:** For specifically authorized services as detailed under Article II-b and further clarified in Section B of the Village of Richfield, Village Engineer Scope of Services, referenced in this agreement as "Attachment A", The Village agrees to compensate the ENGINEER based upon the following format. Invoices will be processed monthly based upon actual work completed for hourly tasks and an estimate percent complete for lump sum tasks.
- a. Municipal Public Improvement Projects (design phase services) – negotiated lump sum fee, including expenses
 - b. Municipal Public Improvement Projects (Construction Inspection and Construction Administration Phase) – hourly based upon hourly rate schedule, plus expenses
 - c. Consultation related to developer projects – hourly based upon hourly rate schedule, plus expenses
 - d. Other Services requested by the administration – hourly based upon rate schedule, plus expenses
 - e. Internal and External Plan review – hourly based upon rate schedule, plus expenses
- c. **CONSULTING ENGINEER ON SELECTED PROJECTS:** It is understood that the VILLAGE may retain and pay for the services of another Consulting Engineering firm from time to time on selected projects. The ENGINEER may be retained separately to assist the VILLAGE with plan reviews and other authorized tasks on selected projects that are being designed by another consulting engineer. Any services related to these types of project arrangements would be compensated hourly based upon the approved rate schedule plus expenses.
- d. **PERFORMANCE BY VILLAGE:** This proposal is based upon the understanding that the VILLAGE, without expense to the ENGINEER, will:
- i. Make available to the ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 - ii. Provide all test borings or other soils investigations which are required for the proper design of the improvements.
 - iii. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications; and furnish all necessary field inspection services including construction control surveys as are required for detailed inspection of the construction work.
 - iv. Furnish all legal and/or land appraisal services which may be required.
 - v. If requested by the VILLAGE, the ENGINEER shall have the option to have the work outlined in Item Nos. 2 through 4 above performed by others and the ENGINEER shall be compensated at cost by the VILLAGE for such services, or the ENGINEER may perform the services and be compensated based upon the Rate Schedule in Section C of the Village of Richfield, Village Engineer Scope of Services, referenced in this agreement as "Attachment A".

- e. **PAYMENT OF INVOICES:** By entering into this agreement, the VILLAGE agrees to process and pay all ENGINEER'S invoices within thirty (30) days of receipt. This includes invoices for all projects and miscellaneous work assignments, including construction observation and administration for VILLAGE projects with the specific exception of construction observation services for private projects completed for private developments or private parties at the direction of the VILLAGE. For this private construction observation work, the VILLAGE agrees to process and pay all ENGINEER'S invoices within sixty (60) days.

- f. **RISK ALLOCATION:** In recognition of the relative risks and rewards of the Work to the CITY and the ENGINEER, the risks have been allocated such that the CITY agrees, to limit the liability of the ENGINEER to the CITY, and any party claiming through CITY through contract or otherwise, to a maximum aggregate total of five times the ENGINEER's fee for the specific task or project which is the source of any said claim, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

- g. **DISCLOSURE OF POTENTIAL CONFLICTS:** ENGINEER agrees to disclose to the VILLAGE any potential conflict of interest that may arise as a result of the performance of its services and other agreements and obligations under this Agreement. The ENGINEER shall provide such notification as early as practical after the ENGINEER becomes aware of such potential conflict.

- h. **CONFIDENTIALITY:** The ENGINEER shall not, either during or after the term of the Contract, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the VILLAGE without the written consent of the VILLAGE. The provisions of this section shall survive the satisfaction of the obligations and the completion of the terms of this contract.

- i. **TERMINATION:** In the event the VILLAGE or the ENGINEER desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The ENGINEER shall be permitted to complete all started projects and design work in progress; all other services shall cease at the end of the ninety (90) days. The ENGINEER shall return to the VILLAGE all maps, drawings and other VILLAGE records.

IN WITNES WHEREOF, the parties hereto have affixed their hands and seals at Richfield, Ohio
this _____ day of _____, _____.

Witnesses:

VILLAGE OF RICHFIELD, OHIO

Name:

Title:

GPD GROUP

Name: Jeffery Evans

Title: Vice President

ATTACHMENT A

VILLAGE OF RICHFIELD
VILLAGE ENGINEER
SCOPE OF SERVICES

A. Hourly Services:

The Services rendered on an hourly basis shall include the following:

- (a) As requested, attend Village of Richfield meetings, which could include Village Council Meetings, Planning Commission meetings and the like, as requested by the Mayor or his designated person.
- (b) Give advice to Council, the Mayor, or other proper administrative officials on problems pertaining to engineering.
- (c) Attend status meetings with the Mayor or his duly appointed representative.
- (d) If needed, pick up and deliver developer-furnished materials from the Village.
- (e) Support services for Village Administration, Village Council, Village Departments, developers and citizens.
- (f) Serve as liaison with other government agencies such as Ohio Department of Transportation, Summit County Engineer, AMATS and FHWA.
 - a. This effort specifically includes coordinating with ODOT on plans which affect the Village of Richfield as well as assisting the Village with the ODOT funded projects.
 - i. Any plan preparation as a part of an ODOT funded program which is required by GPD Group would be completed under Additional Task Services, Item B.

- ii. Any plan review, on behalf of the Village of Richfield for ODOT-Let projects, will be billed on an hourly rate as per the attached rate schedule.
- (g) Prepare preliminary reports, sketches, layouts, and estimates concerning the advisability of proceeding with any public improvement projects contemplated by council or the administration.
- (h) Serve as liaison with utility companies for project coordination, data collection, transfer and relocation schedules.
- (i) 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, CDBG, etc.). GPD will interview various Village officials, compile necessary information and prepare applications for Mayor / Council approval. GPD will coordinate with funding agencies to expedite review and make any necessary revisions.

B. Additional Services

Any additional tasks will be performed at a cost mutually agreed upon by the Village and GPD.

These task may include, but not limited to:

- (a) Providing consultation services for construction projects being proposed by private developers within the Village. Review and consultation shall be performed with respect to construction standards and methods, and for verification of compliance with the Village standards and codes. (example would be site plan review for private development, or review of traffic impact study).
 - a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
 - b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.
- (b) Prepare plans, specifications, cost estimates, assessment calculations, professional surveying services, wetland or other environmental permitting services, and architectural services for municipal public improvements and infrastructure maintenance projects as directed by the Village administration
 - a. GPD Group would perform these services based upon a negotiated lump sum price for the work which would include any expended reimbursable costs.
- (c) Provide Construction Administration and Construction Inspection Services for municipal public improvement and infrastructure maintenance projects as

directed by the Village administration or private development that will become dedicated public roadways as directed by the Village.

a. These services could include but are not limited to:

- i. Placing copies of plans and specification on view in Village Hall for information of equipment and material suppliers; and being available to answer pre-bid questions and process addenda changes during the period of advertisement for bids.
- ii. Assistance to the VILLAGE in securing, tabulating and evaluation of construction bids and furnishing engineering recommendations concerning the award of construction contracts.
- iii. Visits at necessary intervals to the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work and consultation with VILLAGE representatives in the interim between such visits.
- iv. Review and checking of all detailed construction drawings and all shop drawings and erection drawings and other information submitted by contractors for compliance with design concept and requirements of contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.

- v. Furnishing supplementary detailed working drawings, 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 actual field conditions encountered if the ENGINEER is the design agent. If the ENGINEER is not the engineer of record for the plan being constructed, the ENGINEER will coordinate with the designer of record in order to obtain answers to construction issues or to provide interpretation of design intent or direction for change of condition.
 - vi. Providing construction inspection services.
 - vii. Checking interim and final estimates for payment to contractors.
 - viii. Review of all operation and performance tests required by the contract specifications submission of the recommendations concerning completion and final acceptance of the construction work.
- b. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
 - c. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.
- (d) Any other service as requested by the Village administration.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(e) Internal and external plan reviews.

- a. These services would be performed on an hourly basis, based upon the Rate Schedule in Section C of this scope.
- b. Costs incurred will be actual costs per the rate schedule as shown in Section C of this scope, plus any applicable reimbursable costs, such as copies, mileage, etc.

(f) Other services would be performed on an hourly basis utilizing the hourly rate table as shown in Section C.

C. Rate Schedule (2024 - 2025)

See the following pages for Rate Schedule.