

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH FINKBEINER, PETTIS & STROUT, INC. FOR BIDDING AND CONSTRUCTION PHASES OF THE EVERETT ROAD WATER MAIN AND DECLARING AN EMERGENCY

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 Finkbeiner, Pettis & Strout, Inc. for professional engineering services in connection with the bidding and construction phases of the Everett Road Water Main Extension, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. That there is hereby appropriated from the Water Improvement Fund the sum of \$88,400.00.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide potable water to the affected properties 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 and be in force 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: January 21, 2003

Michael J. Jones
President of Council

Ronald S. Larsen
Mayor

Dated: 1/23/2003

ATTEST:
Carole Gibson
Clerk of Council

CONSULTING ENGINEERS
ESTABLISHED 1900
100 COURTHOUSE SQUARE
310 WEST LAKESIDE AVENUE
CLEVELAND, OHIO 44113-1021
216-781-6177
216-781-6243 FAX

November 1, 2002

Ms. Melanie Tibbs
Service Director
Village of Richfield
4410 W. Streetsboro Road
Richfield, Ohio 44286

Re: Richfield, Ohio
Everett Road Water Main Extension
Letter Agreement for Engineering
Services - Bidding & Construction
Phases



Dear Ms. Tibbs:

At your request, we are pleased to submit this letter proposal to provide bidding services, engineering services during construction and resident project representation services for the water main improvements on Everett Road. It is estimated that approximately 7,000 feet of 12-inch water main would be constructed with valves, hydrants and services connections. It is estimated that the probable cost of construction in 2002 dollars would be approximately \$ 600,000.

The following Scope of Services were prepared based on our conversation with you, our field visit to the project site and our experience with similar projects. The following is a listing of the proposed Scope of Services, Scheduling, Engineering Fee and Authorization.

Scope of Services

Bidding Phase - Finkbeiner, Pettis & Strout, Inc. will perform the following tasks after receipt of a written notice to proceed from the Village

- Prepare advertisement for bids and assist with project advertisement. Costs for advertisement shall be the responsibility of the Village.
- Maintain a record of prospective bidders to whom Bidding Documents have been issued.
- Respond to questions by prospective bidders.
- Issue addenda as appropriate to clarify, correct or change the Bidding Documents.
- Arrange for and attend the pre-bid meeting.

- Attend bid opening and review the submitted Bidding Documents.
- Prepare Bid tabulation sheets and assist the Village in awarding contracts for the work.
- Provide Recommendations to the Village in regards to the submitted bids.
- Upon award of the construction contracts by the Village, prepare Contract Documents for execution by the Village and the selected contractor.

Engineering Services During construction - Finkbeiner, Pettis & Strout, Inc. will perform the following tasks after receipt of a written notice to proceed from the Village

- Arrange for and attend the preconstruction meeting.
- Consult with the Village and act as its representative as provided in the General Conditions of the Contract Documents. The extent and limits will be as assigned in the General Conditions unless otherwise agreed to in writing.
- Make site visits at intervals appropriate to the various stages of the construction.
- Recommend to the Village that the Contractor's work be approved or disapproved based on field observations.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate.
- Recommend Change orders and Change Order Directives to the Village as appropriate. Prepare Change Orders as required.
- Review and take appropriate action with respect to shop drawings and submittals that the contractor is required to submit for general conformance with the Contract Documents.
- Evaluate the acceptability of substitute or "or-equal" materials and advise the Village.
- Based on input from the Village and on site visit observations as an experienced and qualified design professional, review the application for payment, by the contractor, and the accompanying documents and provide recommendations.
- Review and transmit to the Village, schedules, guarantees, bonds, certificates of insurance, etc.
- Prepare project closeout documents such as Substantial Completion Certificate, Notice of Acceptability of Work, Punchlists, etc.
- Based on marked-up plans as prepared by the contractor revise the design drawings to show changes made during construction. One original reproducible

set of these "Record Drawings" and one blue print copy will be provided to the Village.

Resident Project Representative - Finkbeiner, Pettis & Strout, Inc. will perform the following tasks after receipt of a written notice to proceed from the Village

- Provide the services of a resident project representative (RPR) at the site during the construction phase to assist in observing the quality and progress of the work.
- The duties and responsibilities, and authority of the RPR are set forth in Exhibit A "Duties, Responsibilities and Limitations of Authority of resident project representative".

Scheduling

It is anticipated that the bidding phase would be completed within 60 consecutive calendar days. The construction phase is anticipated at 150 calendar days. The resident project representative services are anticipated for 120 consecutive calendar days.

Upon receipt of a written notice to proceed from the Village, FPS will commit the resources needed to facilitate the bidding phase, the engineering during construction and the RPR services.

Engineering Fee

FPS proposes to be reimbursed at a cost reimbursement plus fixed fee thereof, plus other direct costs or reimbursable expenses for the different phases of the project as follows:

- Bidding phase, Not to exceed \$ 5,700
- Engineering during construction phase, Not to exceed \$ 31,200
- Resident Project Representation, Not to exceed \$ 51,500

Authorization

Execution of this document will serve as our authorization to proceed under the authority of our current Agreement for Engineering Services dated April 1, 1997 and amended on January 5, 2000, February 6, 2001 and March 19, 2002. Two copies of this document are executed by FPS and are being provided to the Village for signatures. After executing both copies, return one for our records.

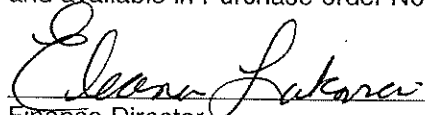
Sincerely,



Said W. Abou Abdallah, P.E

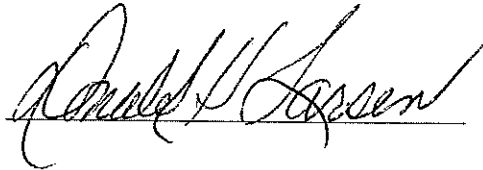
Ms. Melanie
November 1, 2002
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Authorization to proceed is hereby
acknowledged. Funds are encumbered
and available in Purchase order No. _____



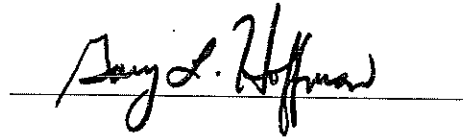
Finance Director

VILLAGE OF RICHFIELD, OHIO
(OWNER)



1-21-03
Date

FINKBEINER, PETTIS & STROUT, INC.
(ENGINEER)



November 13, 2002
Date