

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, CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATION FOR THE 2003 DRAINAGE IMPROVEMENT PROGRAM 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 bidding, construction administration and resident project representation for the 2003 Drainage Improvement Program in accordance with the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 be effective for the 2003 Drainage Improvement Project; 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: June 24, 2003


President of Council


Mayor

Dated: 6/25/2003

ATTEST:

Clerk of Council

CONSULTING ENGINEERS
SINCE 1900
SUITE 2400
520 SOUTH MAIN STREET
AKRON, OHIO 44311-1010
330-434-1995
800-456-0817
330-374-1095 FAX

June 5, 2003

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

Re: Richfield, Ohio
2003 Drainage Improvements
**BIDDING, CONSTRUCTION AND
RPR SERVICES
LETTER AGREEMENT**



Dear Ms. Tibbs:

Finkbeiner, Pettis & Strout, Inc. (FPS) is pleased to submit this Letter Agreement to provide Bidding Services, Construction Administration Services and Resident Project Representation (RPR) Services for the 2003 Drainage Improvements project.

Our proposed Scope of Services and Engineering Fee follow.

Scope of Services

Bidding Services

FPS will perform the following tasks associated with Bidding Services for the 2003 Drainage Improvements project.

1. Sell plan sets and answer questions.
2. Issue addenda (1 assumed).
3. Attend bid opening.
4. Prepare bid tabs.
5. Check contractor references and recommend a contractor for the project.
6. Prepare contract documents.

Construction Administration Services

FPS will perform the following tasks associated with Construction Administration Services for the 2003 Drainage Improvements project.

1. Attend a preconstruction meeting.
2. Attend periodic project meetings (3 assumed).
3. Address questions through construction.
4. Prepare change orders as required (2 assumed).
5. Review contractor pay estimate requests.
6. Perform shop drawing review.
7. Make periodic visits to the construction site and develop punch lists (3 assumed).
8. Prepare record drawings.

Resident Project Representation (RPR) Services

FPS will provide an RPR to observe construction activities and provide general review of the project for conformance with the requirements of the design documents. The RPR will perform the duties and have the responsibilities as outlined in our Agreement for Engineering Services. This proposal assumes 45 days of field time.

Engineering Fee

FPS proposes to be compensated on a cost reimbursement fee based on the latest hourly billing rates for an estimated fee of \$33,800. The estimated fee is made up of the following components:

Bidding Services (55 total manhours)	\$3,200
Construction Administration Services (106 total manhours)	\$7,100
RPR Services (376 regular manhours)	<u>\$23,500</u>
TOTAL ENGINEERING FEE	\$33,800

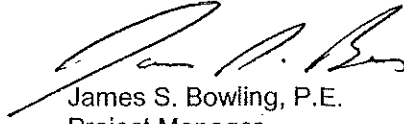
FPS proposes the work be performed in accordance with our current Agreement between the Village of Richfield and Finkbeiner, Pettis & Strout, Inc. dated April 1, 1997 and as amended on January 5, 2000, February 6, 2001, March 19, 2002, and December 18, 2002. The engineering fee will be in accordance with Section IV of the Agreement.

This Letter Agreement is being forwarded to you in duplicate. It can be considered as our authorization to proceed. If in agreement, please execute both copies and return one to us for our files.

Ms. Melanie Tibbs
June 5, 2003
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If you have any questions, please do not hesitate to call.

Sincerely,


James S. Bowling, P.E.
Project Manager

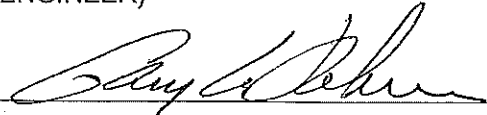
JSB/lmd

AUTHORIZED BY:

VILLAGE OF RICHFIELD, OHIO
(OWNER)

FINKBEINER, PETTIS & STROUT, INC.
(ENGINEER)

Mayor



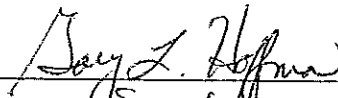
PRESIDENT

Date

Date

JUNE 6, 2003

Finance Director



Secretary

Date

JUNE 6, 2003