

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CAWRSE & ASSOCIATES HISTORIC STREETScape, LANDSCAPE AND ARCHITECTURAL DESIGN SERVICES

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 to enter into an agreement with Cawrse & Associates for historic streetscape, landscape and architectural design services for the corner of Brecksville Road and West Streetsboro Road in accordance with the proposal of Cawrse & Associates 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: March 2, 1999

Michael Lyons
President of Council

Ronald W. Larsen
Mayor

Dated: 3/3/99

ATTEST:

Carol Gibson
Clerk of Council



EXHIBIT "A"

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January 29, 1999

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

Re: Historic District Streetscape Construction Documents

Dear Mayor,

We are pleased to submit the following proposal to provide landscape architectural design services for the Route 303 and Route 21 intersection, using the approved Historic Streetscape Master Plan as the limit for construction document preparation. We will provide a complete set of construction documents and specifications that can be broken down into phases for future implementation. Please note that our proposal does not include construction documents for the bike path along the southside of Route 303, west of Route 21. This should be treated as a separate project since it will involve extensive grading and drainage work. The procedure for developing the detailed plans for the area will be as follows:

A. SCOPE OF SERVICES

1. Survey Field Work: An update of the survey work done eight years ago by Finkbeiner, Pettis & Strout to provide us with the current field conditions within the project area. This work will include:
 - Topographical mapping and survey of the Township park property.
 - Topographical mapping of the four corners at Route 21 and Route 303.
 - Topographical mapping of the area east of Route 21, along the southside of Route 303 to and including some of the antique shop frontyard area.
 - Topographical mapping of the eastside of Route 21, north of Route 303.
2. Construction Documents: Detailed construction drawings and specifications will be prepared in sufficient enough scope to construct the improvements, address ADA requirements, and be suitable for bidding purposes. These drawings will include, but not be limited to, grading, irrigation around the main sign area, signage, site electrical, historic elements, layout, lighting, surfacing, site furniture, fencing, landscaping, and construction details as needed. A complete set of original technical specifications will be prepared. We will be responsible for preparing a



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sufficient number of bidding documents for bidding purposes. The coordination of all bidding period services, except legal notice advertisement, will be our responsibility. We will also be present at the bid opening and provide a cost opinion prior to bidding.

The construction drawings will be reviewed with the Village engineer prior to bidding. Any of his comments will be incorporated into our plans. We will be providing a complete set of construction documents for the entire project area.

3. Project Administration: We will review the contractors' request for payment, issue change orders, perform site observation, along with issuing a certificate of completion. We will also attend all necessary meetings with the Village and contractors.
4. Rebidding: Should you decide to rebid any or all of the site improvements, and require modifications to the construction drawing, we will do this on a negotiated fee basis. Rebidding fees will be independent of this proposal's fee schedule.

B. OWNERS RESPONSIBILITIES

1. The City will provide:
 - a. Any bidding format that we should follow.
 - b. Payment for all legal advertisements.
 - c. Authorization and review by the City Engineer.

C. COMPENSATION AND METHOD OF PAYMENT

1. 1999 Fees For The Above Described Services:
 - a. Our fee for the above referenced work will be \$22,000, which includes all work described above in our scope of services. If the project is bid in separate phases at a later date, we will charge an additional \$2,000 for each phase to cover additional project administration, the cost to delineate the phase, and reissuing the drawing and specifications for bidding.
 - b. Reimbursables (Specifications, printing, CAD plots, UPS, etc.) Not to exceed \$1,500.
 - c. Payment Terms: Our payment terms are net thirty days from the date of invoice. Progress payment invoices are sent on a monthly basis indicating work which has been completed.
 - d. Limitation of Liability: The risks of this project should be such that the Village of Richfield agrees, to the fullest extent permitted by law, that the total liability of Cawrse & Associates, Inc. for any and all injuries, claims, losses, expenses or damages arising out of this agreement from any cause or causes, shall not exceed the total amount of the contract fees, providing the cause was not amounting to a willful or intentional wrong.



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D. AUTHORIZATION TO PROCEED

1. Upon your written authorization of acceptance of this proposal, we will proceed immediately with the project outlined in the above proposal. We estimate a time frame of approximately 75 days to complete the Construction Documents providing there are no unforeseen circumstances.

Thank you for allowing us to present this proposal. Please feel free to contact me if there are any questions. I look forward to continuing to work with the Village on this exciting project.

Sincerely,

A handwritten signature in black ink, reading "Craig E. Cawrse". The signature is fluid and cursive, with the first name "Craig" and last name "Cawrse" clearly legible.

Craig E. Cawrse, ASLA

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 1999, by and between the **VILLAGE OF RICHFIELD**, a municipal corporation hereinafter known as the "Village," and **Cawrse & Associates, Inc.**, hereinafter known as the "Consultant."

WITNESSETH that the Consultant, in consideration of the sum of Twenty-Two Thousand Dollars (\$22,000.00) plus expenses not to exceed Fifteen Hundred Dollars (\$1,500.00), agrees to provide the Village landscape architectural design services for improvements at the intersection of State Route 303 and Brecksville Road as detailed in a proposal dated January 29, 1999, a copy of which is attached hereto and made a part of this Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR THE VILLAGE OF RICHFIELD, OHIO

By *Donald H. Larsen*
Donald H. Larsen, Mayor

Joyce Remeu
John Maurer

Witnesses
By *Eleanor Lukovics*
Eleanor Lukovics, Director of Finance

Joyce Remeu
John Maurer
Witnesses

FOR CAWRSE & ASSOCIATES, INC.

By *Craig E. Cawrse*
Craig E. Cawrse, ASLA

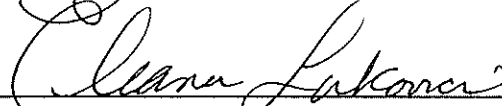
Jan M. Bernard
Witnesses

CERTIFICATION OF CONTRACT AUTHORIZATION

We hereby certify that Village Council duly approved the foregoing agreement, and authorized the Mayor and Director of Finance to enter into same on behalf of the Village of Richfield, Ohio, through approval of **Resolution 7-1999** on the 2nd day of March 2, 1999.



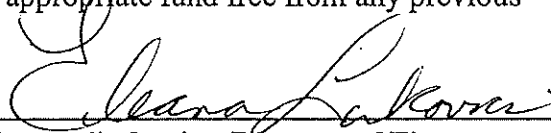
Donald H. Larsen, Mayor



Eleanor Lukovics, Director of Finance

CERTIFICATE OF AVAILABILITY OF FUNDS

I hereby certify that the money for the payment of the foregoing obligation has been lawfully appropriated for the purposes stated herein, and is in the treasury or in the process of collection to the credit of the appropriate fund free from any previous encumbrance.



Eleanor Lukovics, Director of Finance

CERTIFICATION OF THE DIRECTOR OF LAW

Approved as to form and correctness.



Charles T. Riehl, Law Director