

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO AN AGREEMENT WITH FINKBEINER, PETTIS & STROUT,
LTD. FOR PROFESSIONAL ENGINEERING SERVICES AND DECLARING AN
EMERGENCY**

WHEREAS, the Village and Finkbeiner, Pettis & Strout, Ltd., Professional Engineers
("Finkbeiner") first entered into an agreement in 1986; and

WHEREAS, the agreement has been supplemented by authorization of this Council;
and

WHEREAS, this Council wishes to authorize an additional supplement to the
agreement to engage Finkbeiner to provide professional engineering services.

NOW, THEREFORE, 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 Finkbeiner for professional engineering services, a
copy of which agreement is attached hereto as Exhibit "A" and incorporated herein
fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and
relating to the adoption of this Resolution were adopted in an open meeting of this
Council, and that all deliberations of this Council and of any of its committees that
resulted in such formal action, were in meetings open to the public, in compliance
with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force immediately.

Passed: November 7, 1995

Patricia Shealey
President of Council

Robert A. Waszak
Mayor

Dated: 11/14/95

ATTEST:

Carol Gibson
Clerk of Council

ADDENDUM NO. 5 TO AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, an Agreement was entered into on September 22, 1986, by and between the VILLAGE OF RICHFIELD, OHIO, hereinafter called the "OWNER", and FINKBEINER, PETTIS & STROUT, INC., Consulting Engineers, of Akron, Ohio, their successors or assigns, hereinafter called the "ENGINEER";

WHEREAS, under said Agreement, the OWNER agreed to employ said ENGINEER to render engineering services in connection with improvements to the OWNER's sewerage system; and,

WHEREAS, this Agreement was amended on June 6, 1989 under the authority of Resolution No. 34-1989 to provide for construction related engineering services for work within Sewer District No. 3; and,

WHEREAS, Resolution No. 4-1990 adopted, by Village Council on January 16, 1990, provided for additional design modifications for Sewer District No. 2; and,

WHEREAS, this Agreement was amended on February 4, 1991 under the authority of Resolution No. 2-1991 to provide for construction related engineering services for work within Sewer District No. 2; and,

WHEREAS, the Agreement was amended on May 5, 1992 under the authority of Resolution No. 20-1992 to provide for construction related engineering services for work within Sewer District No. 1; and,

WHEREAS, the OWNER wishes to proceed with final design and construction related engineering services for the Everett Road Sanitary Sewers; and,

WHEREAS, the Agreement must be amended to authorize the additional services and payment to the ENGINEER for said services:

NOW THEREFORE, this 9th day of November, 1995, the OWNER hereby agrees to amend said Agreement with said ENGINEER, under the Authority of Resolution No. 82-1995 passed on November 7, 1995, to provide these services as follows:

1. Services for the following tasks are hereby authorized:
 - a. Final Design Phase (Para. 1.2)
 - b. Bidding and Construction Phase (Paras. 1.3 and 1.4)
 - c. Resident Project Representation (Para 2.3)
2. Paragraph 5.1.2. is amended to reflect the estimated engineering costs for Items 1a, 1b and 1c listed above, as included with the attached Exhibit E.

3. Add Paragraph 7.7.5. to read as follows:

- "Exhibit E - Engineering Scope of Work, dated November 8, 1995 and consisting of nine pages."

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

VILLAGE OF RICHFIELD, OHIO
(OWNER)

Attest Joyce Remeo

By [Signature]
Mayor

[Signature]

& [Signature]
Finance Director

FINKBEINER, PETTIS & STROUT, INC.
(ENGINEER)

Attest Brenda J. Maloney

By [Signature]
President

V. J. Mills

& [Signature]
Vice President
Secretary

"EXHIBIT E"

VILLAGE OF RICHFIELD, OHIO
EVERETT ROAD SANITARY SEWERS
ENGINEERING SCOPE OF WORK

November 8, 1995

UNDERSTANDING OF PROJECT:

In June, 1993, the Village of Richfield, Ohio (OWNER) commissioned Finkbeiner, Pettis & Strout, Inc. (ENGINEER) to prepare a preliminary engineering report for Everett Road area sewer. The results of the preliminary report considered two alternatives for the collection system. Both alternatives included allowance for wastewater flow from Revere Schools. The Village decided to implement a reduced version of Alternate No. 2, with a phased approach. Phase I consists of accommodating the Hillcrest Elementary School and is centered around collecting the flow from the school area and transporting it westerly across I-77 into the newly constructed sewers in Sewer District No. 1. Phase II consists of providing sanitary sewers for the remaining residential area known as the Motor Road area.

The Village of Richfield, implementing the Phase I improvements, is proposing to design and construct the following:

- Wastewater pumping station with dual submersible pumps, float control system, valve chamber and appurtenances.
- Eight-inch gravity sanitary sewer with manholes to transport and convey the wastewater generated by the Hilcrest School to the proposed pumping station on Everett Road. The sanitary sewer would have provisions to accommodate future main line sanitary sewer connections to be built under Phase II.
- Sanitary force main with encasement pipe and appurtenances. The force main would connect the proposed pumping station east of I-77 to the existing six-inch force main on Everett Road west of I-77.
- Electrical controls and standby power at the proposed pumping station.

For Phase II work, the following listing outlines the proposed activities:

- Eight-inch gravity sanitary sewers, manholes and appurtenances to serve Harold Drive, Motor Road, Ratener Road, five Oaks Drive and the portion of Everett Road east of I-77 and west of Revere Road.
- A submersible duplex wastewater pumping station with three-inch force main, electrical services and controls to pump the wastewater generated at the low level areas of Harold Drive and Five Oaks Drive into the proposed sewer system on Motor Road.

SCOPE OF SERVICES

In order to accomplish the improvements to the wastewater collection system, Finkbeiner, Pettis & Inc., proposes to provide engineering services in connection with the design and construction phase services of the facilities in accordance with the following phases:

1. Final Design Phase
2. Bidding and Construction Phase
3. Resident Project Representation Phase
4. Additional Services

Final Design Phase

The design tasks would include the following:

1. Field Survey - Establishing available existing property lines and right-of-way information for proper location of the improvements. Benchmarks, baselines, topographic identification and reference points, would be utilized.
2. Utility Location - Identify known underground utilities and locate on the plans. Names, addresses and phone numbers would be recorded.
3. Prepare for incorporation in the Contract Documents, final drawings at the proper scales to show the general scope, extent and character of the work to be furnished and performed by contractors. Develop a set of plans and specifications with recommended design as reviewed and approved by the Village officials. The following is a preliminary index of plan sheets:

	<u>No. of Sheets</u>
• Title Sheet	1
• Site Plan	1
• Sanitary Sewer (plan & profile)	10
• Pumping Station Details	1
• Force Main (plan and profile)	2
• Miscellaneous Details	1
• Electrical	<u>1</u>
TOTAL	17

4. Prepare bidding documents and include with the plans and specifications. The plans and specifications shall be arranged to provide work separation for Phases I and II.
5. Advise the Village as to the necessity for obtaining additional services, such as soil borings, and assist the Village in obtaining such services. Costs for soil borings are the responsibility of the Village.

6. Provide technical criteria, written descriptions and design data for the Village's use in filing applications for permit with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project such as the Ohio EPA and ODOT, and assist the Village in consultations with the appropriate authorities. Any plan review or permit fees would be the responsibility of the Village.
7. Prepare an itemized Opinion of Probable Construction Cost for each phase of the Project, based on the Drawings and Specifications.
8. Prepare for review and approval by the Village and its legal counsel, contract agreement forms, General Conditions, Supplementary Conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
9. The design phase does not include any easement description preparation or any assessment tabulations.
10. Furnish two copies of the Drawings and Specifications required for review purposes. Review the documents in person with the Village representative.

Bidding and Construction Phases

After written authorization to proceed with the Bidding Phase, the ENGINEER shall:

1. Assist the Village in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services, arrange for the reproduction and distribution of Drawings and Specifications and maintain a record of prospective bidders to whom Bid Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
2. Respond to Contractors' and suppliers' inquiries regarding interpretation of the Drawings and Specifications. Issue addenda, as necessary, to interpret, clarify or expand the Bidding Documents.
3. Attend the bid opening, prepare and distribute bid tabulation sheets and assist the Village in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.
4. Consult with and advise the Village as to acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime Contractor(s), herein called "Contractor(s)", for those portions of the work as to which such acceptability is required by the Bidding Documents.

5. Consult with the Village concerning and determining the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

6. The Construction Phase will commence with the execution of the first of the prime construction contract(s) (or on such date as may be specified by the OWNER for commencement of the work under any construction contract) and will terminate upon written recommendation by the ENGINEER of final payment to the Contractor(s). During the Construction Phase, the ENGINEER shall:
 - Provide General Administration services of Construction Contract.

 - Establish field control and reference points to enable the Contractor(s) to proceed with the layout of the work.

 - The ENGINEER shall make various visits to the site at intervals appropriate to the various stages of construction as the ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the ENGINEER shall keep the OWNER informed on the progress.

 - The ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The purpose of the ENGINEER's visits to the site will be to enable the ENGINEER to better carry out the Construction Phase, and in addition, by exercise to the ENGINEER's efforts as an experienced and qualified design professional, to provide for the OWNER a greater degree of confidence that the completed work of the Contractor(s)' work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of the Contractor(s)' work nor during such in progress, supervise, direct or have control over the Contractor(s)' work nor shall the ENGINEER have authority over or responsibility for the

means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor(s) furnishing and performing their work. Accordingly, the ENGINEER can neither assume responsibility for the Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

- During such visits and on the basis of such observations, the ENGINEER may disapprove of or reject the Contractor(s)' work while it is in progress if the ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- Interpretation and Clarifications - The ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- Shop Drawings - The Engineering shall review and take appropriate action on Shop Drawings (as that term is defined in the aforesaid General Conditions), samples and other data which the Contractor(s) are required to submit. Such review shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades or construction safety precautions, all of which are the sole responsibility of the Contractor(s). the ENGINEER's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The ENGINEER shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the ENGINEER be required to review partial submissions or those for which

submissions for correlated items have not been received.

- Substitutes - The ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s),
- Inspection and Testing - The ENGINEER shall have authority, as the OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals, required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- Review and evaluate application for payment by Contractor(s) for work rendered.
- Based on the Contractor's marked-up prints, modify the original reproducible Drawings to reflect changes occurred during construction.

Resident Project Representation

1. Provide a Resident Project Representative, on a full-time basis for a period of four months, to assist in observing the performance of the Contractor.
2. The duties and responsibilities and the limitations of the Authority of the Resident Project Representative are set forth in the attached Exhibit A - "Duties, Responsibilities and Limitations of Authority of Resident Project Representative".

Additional Services

If authorized, we would perform any of the following services, with additional compensation to be negotiated according to the terms of the Village's contract with our firm.

1. Provide additional services necessitated by significant changes in the general scope, extent of character of the Project or its design, including, but not limited to, changes in size, complexity, the Village's schedule, character of construction or method of financing.

2. Assist in connection with bid protests or rebidding contractors for construction, materials, equipment or services.
3. Prepare to serve or serve as a consultant or witness for the Village in any litigation, arbitration or other legal or administrative proceeding involving the Project.

Responsibilities of the Village

The Village shall be responsible for the following in connection with the Project:

1. Furnishing, without charge, all maps, reports, records, drawings, specifications, data sheets, charts, memoranda and other data pertinent to the Project that are in the possession of the Village.
2. Designating in writing a person to act as the Village's representative with respect to the work to be performed. Such person shall have complete authority, to the extent permissible by law and the Village's procedures, to transmit instructions, receive information, interpret and design the Village's policies and decisions with respect to the Engineer's services for the Project.
3. Bearing the expense of approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other entities as may be necessary for completion of the Project.
4. Giving prompt written notice to the Engineer whenever the Village's representative(s) observe or otherwise become aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance in the work of any contractor.
5. Payment for test borings, laboratory testing and inspection of samples or materials and other special consultation by third party consultants, as required.
6. Negotiating for and acquiring property and/or easements. The Village shall be responsible for the costs for easement description preparation.
7. Attending the bid opening, pre-construction conference, construction progress and other job-related meetings, substantial completion and final payment inspection, and meeting with representatives of the Engineer as necessary.
8. Furnishing copies of all design and construction standards which the Village will require to be included in the Drawings and Specifications.

Project Schedule

FPS proposes to complete the Final Design phase within six months from the receipt of a written Notice to Proceed. The Final Design phase - Phase II shall be completed within an additional three months.

It is anticipated that the construction for the Phase I improvements would be completed in six months.

Engineering Fees

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

FINAL DESIGN PHASE (PHASES I, II)			
Classification	Estimated Hours	Average Rate	Estimated Cost
Principals and Managers	94	\$29.99	\$2,818.73
Engineers	256	22.27	5,700.55
Drafters	418	13.72	5,735.48
Technicians	72	23.51	1,692.49
Surveying	306	12.93	3,959.56
Clerical	24	14.21	341.07
TOTAL DIRECT LABOR			\$20,247.88
Overhead @ 160.7%			32,538.34
Expenses			1,200.00
Subtotal			\$53,986.22
Profit @ 15%			8,097.93
TOTAL			\$62,084.15

BIDDING AND CONSTRUCTION PHASE (PHASE I)			
Principals and Managers	82	\$26.74	\$ 2,192.78
Engineers	80	21.33	1,706.90
Drafters	34	13.67	464.68
Technicians	140	15.32	2,144.74
Surveying	36	14.08	507.10
Clerical	24	14.21	<u>341.07</u>
Total Direct Labor			\$ 7,357.27
Overhead @ 160.7%			11,823.14
Expenses			<u>2,500.00</u>
Subtotal			\$21,680.41
Profit @ 15%			<u>3,252.06</u>
TOTAL			\$24,932.47
RESIDENT PROJECT REPRESENTATIVE (PHASE I)			
Resident Project Representative	706	\$15.00	\$10,590.00
Chief Construction Engineer	24	23.15	<u>555.60</u>
Total Direct Labor			\$11,145.60
Overhead @ 160.7%			17,910.98
Expenses			<u>3,100.00</u>
Subtotal			\$32,156.58
Profit @ 15%			<u>4,823.49</u>
TOTAL			\$36,980.07
Based on four months and 3% overtime allowance			