

RESOLUTION NO. 3-2011

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE AND DECLARING AN EMERGENCY

WHEREAS, this Council, by Resolution No. 54-10, passed December 7, 2010, accepted a grant from the State of Ohio Clean Ohio Funds to perform a Phase II analysis on property located at 3969 Congress Parkway East; and

WHEREAS, the Mayor has recommended entering into a professional services agreement with Burgess & Niple to perform the Phase II analysis under the Clean Ohio Funds grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio, two-thirds of the members elected thereto concurring:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Burgess & Niple for professional services to perform a Phase II analysis on property located at 3969 Congress Parkway East pursuant to the Clean Ohio Funds grant, a copy of which agreement is 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 allow the clean up of property within the Village 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 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: 1/18/11

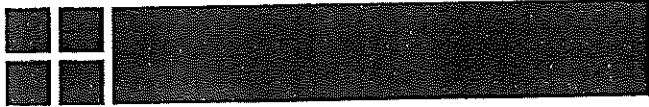
Bahar Bashara
President of Council

Michael E. Johnson
Mayor

Dated: 1/18/2011

ATTEST:

Carolyn E. Sullivan
Clerk of Council



BURGESS & NIPLE

The Honorable Michael Lyons
Mayor of Village of Richfield
4410 W. Streetsboro Road
P.O. Box 387
Richfield, OH 44286-0387

Re: Proposal No. 11-1016
VAP Phase II Property Assessment
Former Soni Property
Richfield, Ohio

January 12, 2011

Dear Mayor Lyons:

Burgess & Niple, Inc.
Akron Centre Plaza
50 South Main Street
Suite 600
Akron, OH 44308
330 376 5778
Fax 330 376.5741

Burgess & Niple, Inc. (B&N) is pleased to submit this Proposal to the Village of Richfield (Village) for conducting a Phase II Property Assessment (PA) for the Soni property (Property), located in Richfield, Ohio. The scope of work will follow the Ohio Environmental Protection Agency's (EPA's) Voluntary Action Program (VAP) protocol and is based upon the Work Plan submitted by the Village for the Clean Ohio Assistance Fund (COAF) Phase II Assessment Grant.

The following summarizes the Scope of Services. It should be noted that the Scope of Services is based upon the Work Plan and Cost Estimate submitted to the Ohio Department of Development (ODOD) for the COAF Brownfield Assessment Grant application and is detailed on Attachment 1. In addition, Ohio EPA Technical Assistance may be required throughout the course of this project. Technical Assistance may include discussions and meetings with the Ohio EPA to verify that the Ohio EPA understands the objectives, progress, and direction the Village is taking on the project as well as any environmental issues that may arise. We intend to request Ohio EPA for Technical Assistance, which will be funded by the U.S. EPA.

I. SCOPE OF SERVICES

Upon receipt of written authorization to proceed from the Village, B&N will provide the following services:

A. Project Coordination

In preparation for the field activities and for ongoing project oversight, Task A has been designated as project coordination. This will include a kick-off meeting with interested parties, a site tour to note access and mark utilities (with the aid of the Ohio Utilities Protection Service [OUPS]), coordinate survey and drilling activities, and to conduct additional meetings throughout the course of this project.

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B. Phase II PA Field Activities

In preparation for field activities, B&N will prepare a Health and Safety Plan (HASP) which will detail the route to the nearest hospital, and expected safety issues at the site. To ensure worker safety, B&N proposes an asbestos survey be performed prior to commencing field activities. It will ensure proper handling of the debris, as some of the debris will need to be moved for assessment activities. Once the survey has been performed, boring locations will be determined, and some of the debris may need to be moved for equipment access.

In addition, a ground penetrating radar (GPR) and electromagnetic (EM) survey is recommended in the areas in which underground storage tanks (USTs) are or were located. As several of the USTs were closed in place and there may be USTs in place, determination of the location of these USTs is an important safety issue, and will also aid in determining proper boring placement. The GPR/EM survey will be used to determine the location of the USTs, and any former tank cavities so that soil samples can be obtained adjacent to these areas.

As part of the field activities, B&N will complete approximately 70 soil borings/hand augers and up to 14 monitoring wells in the Identified Areas (IAs) designated in the Phase I PA.

In addition, B&N will install up to 14 monitoring wells on the Property. Some monitoring wells will be installed in areas in which the grab groundwater samples indicated potentially elevated concentrations of chemicals of concern (COCs). Monitoring wells will be installed in a staged approach, with five proposed during the initial round of soil sampling. Based on the groundwater flow direction and groundwater quality results, an additional nine monitoring wells will be installed on site.

Lastly, all boring locations and monitoring wells will be surveyed and applied to a digital base map which will be used to portray on-site features, groundwater flow direction, and soil and/or groundwater sampling results.

C. Presentation of Phase II PA Results

Results of the Phase II PA will be compiled and presented in a report, including narrative, figures, tables, and supporting documents, such as the asbestos survey and GPR/EM survey. The report will include a description of data collection activities, evaluation methods, a discussion of findings and results, conclusions, and some recommendations on proposed remedial action, if necessary. Figures will include maps of boring locations, groundwater flow direction, and concentrations of COCs in soil and groundwater. All analytical results will be tabulated, but the report will also include all laboratory analytical reports, chain-of-custody documentation, boring logs, and other relevant information.

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D. Contingency

Although B&N has made every effort to submit to the Village a complete Proposal, there are generally unforeseen issues that arise. Due to the long industrial history of this site and the current damaged and collapsed structures on the site, delays in boring or drilling activities may occur due to the need for debris to be moved, and it is likely that data gaps or additional delineation of impacted areas will be required. This would include either additional days of drilling activities and/or the collection of additional samples. The Village would be notified of any delays or additional sampling required to meet VAP protocol. Any additional sampling required beyond those discussed within this Proposal would be out of scope. As such, a 10 percent contingency of the "hard costs" as defined by ODOD (drilling and lab costs) was noted in the original Work Plan Cost Estimate and is shown below.

II. PROFESSIONAL FEES

We propose to complete these services on the basis of the hourly rates as shown on Attachment 2, plus reimbursable expenses. Reimbursable expenses are defined as reasonable out-of-pocket costs attributable to services such as travel, subsistence, technology charges, and reproduction costs as shown on Attachment 3. The estimated cost for the tasks described is \$268,140, and is detailed in the Work Plan Cost Estimate in Attachment 1. A summary of each task is provided below:

	Item	Cost
A.	Project Coordination	\$20,204
B.	Phase II PA Field Activities	\$187,345
C.	Presentation of Phase II PA Results	\$46,412
D.	Contingency	\$14,179
	Total	\$268,140

Invoices will be issued monthly and are payable upon receipt. Overtime will be invoiced at 1.5 times the normal rate for nonexempt employees. B&N understands that the payment of our invoices is contingent upon ODOD reimbursement to the Village from ODOD. B&N will seek three cost estimates for drilling and laboratory subcontractors.

III. ADDITIONAL SERVICES

Additional services, such as collecting additional samples during oversight, will only be performed by B&N upon notification and approval of an agreed Scope of Work and associated professional fee. Cost for the additional work will be based upon the hourly rate above the already described time frame and the laboratory analytical fees.

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IV. STANDARD OF PERFORMANCE

A. Professional Services

B&N shall perform its services in accordance with the standards for such professional services which prevail in the area in which, and at the time that, those services are rendered. No warranty, guarantee, or representation, either express or implied, is included or intended in any materials, plans, specifications, designs, reports, or other services provided by B&N.

B. Insurance

The insurance maintained by B&N is summarized below:

1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
2. During the term of this Agreement B&N will maintain in full force and effect the following insurance coverages and will provide to the Village certificates confirming such coverage, upon request:
 - a. Public liability and automobile liability insurance in an amount not less than \$500,000 on account of any one accident or occurrence.
 - b. Property damage liability insurance in an amount not less than \$500,000 for damages on account of any one accident or occurrence.
 - c. Excess Liability Umbrella form for bodily injury and property damage in an amount not less than \$15,000,000.
 - d. Professional liability insurance in an amount not less than \$5,000,000 for damages on account of any claims for negligent acts, errors, or omissions.

C. Village and B&N Responsibility

The Village will hold B&N, its consultants, agents and employees harmless for damages caused by the actions or negligence of the Village or its employees; and B&N will hold the Village, its agents and employees harmless for damages caused by the actions or negligence of B&N, its consultants, agents and employees:

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V. VALIDITY AND RESPONSE

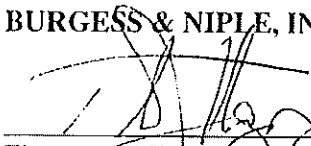
This Proposal is valid if authorized on or before January 30, 2011.

We appreciate the opportunity to submit this Proposal and look forward to working with you on this project. If you are in accord with the preceding outline, please acknowledge by signing below and returning one copy as our authorization to proceed and by issuing a purchase order which acknowledges the contract conditions stated herein, and that the work will be done in accordance with this Proposal.

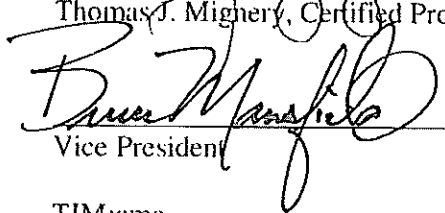
Respectfully,

BURGESS & NIPLE, INC.

VILLAGE OF RICHFIELD, OHIO



 Thomas J. Mignery, Certified Professional



 Vice President

Date

TJM:cmc
Attachments

ATTACHMENT 2

BURGESS & NIPLE, INC.
2011 HOURLY RATES

	<u>Minimum</u>	<u>Maximum</u>
Principals/Associates	\$175	\$288
Project Director	\$140	\$216
Staff Consultant	\$140	\$216
Senior Staff		
Architect	\$130	\$204
Chemical Engineer	\$130	\$204
Civil Engineer	\$130	\$204
Electrical Engineer	\$130	\$204
Environmental Engineer	\$130	\$204
Environmental Scientist	\$130	\$204
Geotechnical Engineer	\$130	\$204
Hydrogeologist	\$130	\$204
Geologist	\$130	\$204
Instrumentation Engineer	\$130	\$204
Mechanical Engineer	\$130	\$204
Sanitary Engineer	\$130	\$204
Structural Engineer	\$130	\$204
Staff Categories		
Administrative Aide	\$55	\$103
Architect	\$80	\$180
CADD Operator	\$60	\$108
Chemical Engineer	\$95	\$180
Civil Engineer	\$85	\$180
Clerical	\$55	\$88
Designer	\$80	\$155
Drafter	\$55	\$103
Electrical Engineer	\$90	\$191
Engineering Aide	\$55	\$88
Environmental Scientist	\$70	\$185
Estimator	\$80	\$160
Geologist	\$70	\$175
Geotechnical Engineer	\$85	\$175
Hydrogeologist	\$85	\$175
Instrumentation Engineer	\$85	\$175
Mechanical Engineer	\$85	\$175
Project Representative	\$65	\$165
Sanitary Engineer	\$80	\$165
Structural Engineer	\$85	\$180
Surveyor	\$70	\$165
Surveyor Crewman	\$55	\$113
Technician	\$55	\$124

ATTACHMENT 3

BURGESS & NIPLE, INC.
2011 REIMBURSABLE COSTS

- | | |
|---|---|
| 1. Local travel (auto) | At the current rate accepted
by the Federal Government |
| 2. Other Owner-authorized travel
including meals and lodging | At cost |
| 3. Technology charges will be billed as follows: | \$4.00 per labor hour |
| 4. Owner-authorized subcontracted work | Cost plus 10% markup |
| 5. Other reimbursable expenses | At cost |