

A RESOLUTION TO AUTHORIZE THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH FINKBEINER, PETTIS & STROUT, LTD. TO PROVIDE ENGINEERING SERVICES FOR TRAFFIC SIGNAL REPLACEMENT AT S.R. 303 & S.R. 176.

WHEREAS: This Council determines that Finkbeiner, Pettis & Strout, Ltd. should be hired by this Village to prepare plans and specifications for Traffic Signal Replacement, and

WHEREAS: Such a hiring is for personal services which require a peculiar skill or ability and as such, does not require competitive bidding,

NOW, THEREFORE, Be It Resolved by the Council of the Village of Richfield, Ohio:

SECTION 1: THAT THE MAYOR AND DIRECTOR of Finance are authorized and directed to enter into an agreement with Finkbeiner, Pettis & Strout, Ltd. for the purpose of preparing plans and specifications for Traffic Signal Replacement at the intersection of S.R. 303 and S.R. 176.

SECTION 2: The form of the agreement for such services, now on file in the office of the Director of Public Service, is hereby approved.

SECTION 3: For such services, there shall be paid the sum (not to exceed) of Twelve Thousand Dollars (\$12,000).

SECTION 4: This Resolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to provide required plans, and provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 2/20/90

Attest

Peggy Malone
Clerk of Council

[Signature]
President of Council

[Signature]
Mayor

Dated: 2/20/90

HENRY W. HAUENSTEIN
KENNETH R. SMITH
ROBERT B. JUERGENS
RICHARD B. LENNEX
GREGORY G. AUBELL
G. GARY NIXON
RICHARD D. HUMPHREYS
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FINKBEINER, PETTIS & STROUT, LIMITED

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MARINE WORK
TRANSPORTATION ENGINEERING

February 7, 1990

Mr. Larry Wilson
Service Director
Village of Richfield
4410 West Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286-0387

Re: Village of Richfield
SR 303 & SR 176
Traffic Signal Replacement
Proposal

Dear Mr. Wilson:

Finkbeiner, Pettis & Strout, Limited is pleased to submit this proposal to provide engineering services for the replacement of the traffic signal at the intersection of State Route 303 and State Route 176.

This project will be funded using Issue 2 funds and therefore will not require ODOT review and approvals. However, we will keep them informed out of courtesy. Due to the sanitary sewer project, most of the field work has already been accomplished. The required tasks will be completed for a lump sum fee of \$11,650.00. The project will be divided into the following phases:

1. Preliminary Design Phase
2. Detail Design Phase
3. Bidding and Award Phase
4. Construction Observation Phase

A detailed discussion of the work tasks required for each phase is as follows:

PRELIMINARY DESIGN PHASE

1. Field Survey

Most of the field survey work that is required for this project has already been accomplished as part of the sanitary sewer project, however, some field work is still required:

- a. Locate signal equipment and power source
- b. Locate pavement markings
- c. Verify physical features
- d. Obtain miscellaneous elevations

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2. Plan Preparation
 - a. Notify utilities
 - b. Prepare preliminary plan sheet
 - c. Meet with Village to review proposed signal layout

FINAL DESIGN PHASE

1. Prepare Final Review Plan
 - a. Title Sheet
 - b. Notes
 - c. Signal Plan Sheet
 - d. Wiring Diagram/Quantities
 - e. Elevation Views
2. Advise the Village of any adjustments of the latest opinion of probable cost for the Project caused by changes in general scope, design requirements or construction costs. Furnish a revised itemized opinion of probable cost for the Project based on the Drawings and Specifications.
3. Prepare bid forms, general and supplementary conditions, contract agreement forms, and other information pertinent to the bidding and contract process as part of the Specifications.
4. Furnish two copies of the Drawings, Specifications and Bidding Documents required for review purposes. Review the documents in person with the Village.

Bidding and Award Phases

After written authorization to proceed, we will:

1. Assist the Village in advertising for and obtaining bids for the Project. Maintain a record of prospective bidders to whom bidding documents have been issued, and receive and process their respective deposits. The costs of advertising shall be borne by the Village. The costs of reproducing and mailing Drawings and Specifications shall be borne by the bidders.
2. Conduct a pre-bid conference to assist the bidders in better understanding the Project.
3. Respond to contractors' and suppliers' inquiries regarding the Drawings and Specifications. Issue addenda, as necessary, to clarify or expand the bidding documents.

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4. Attend the bid opening, prepare and distribute bid tabulation sheets and assist the Village in evaluating bids.
5. Consult with the Village concerning the acceptability of the low bidder and their respective subcontractors and suppliers.
6. Recommend contract award based on information gathered in Items 1-5 above. Prepare the Contract Documents for approval by the Village and the selected contractors.

Construction Observation Phase

After written authorization to proceed, we will:

1. Consult with the Village and act as its representative as provided in the General Conditions of the Contract Documents.
2. Make arrangements for and conduct a preconstruction meeting.
3. Make eight (8) visits to the site to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work. Based on the information obtained during such visits, determine if such work is proceeding, in general, in accordance with the Contract Documents. Keep the Village informed on the progress of the work.
4. Issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare construction bulletins and change orders as required.
5. Review shop drawings and other data which the contractor is required to submit as outlined in the Contract Documents.
6. Review and approve monthly pay estimates as submitted by the contractor.
7. Review schedules, guarantees, bonds, certificates of inspection, tests and approvals which are to be assembled by the contractor in accordance with the Contract Documents and transmit them to the Village with written comments.
8. Conduct an inspection to determine if the work is substantially complete and prepare a "punch list" of items to be completed. Conduct a final inspection to determine if the completed work is acceptable so that we may recommend final payment to the contractor. Give written notice to the Village and the contractor that the work is acceptable.

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9. Be available as necessary for special consultation to resolve conflicts and provide interpretations.
10. Provide two sets of prints of Record Drawings showing those changes made during the construction process, based on data furnished by the contractor.

Responsibilities of the Village of Richfield

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

1. Furnishing, without charge, all maps, records, reports, 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, and interpret the Village's policies and decisions with respect to the Engineer's services for the Project.
3. Securing and 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 nonconformance in the work of any contractor.
5. Furnishing test borings, laboratory testing of samples or materials and other special consultation, as required.
6. Negotiating for and acquiring property and/or easements.
7. Attending the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings, substantial completion and final payment inspections, 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.

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Thank you for the opportunity to submit this proposal. We are prepared to meet with you at your convenience to discuss any aspect of the proposal. We look forward to working with you on this important Project.

Very truly yours,

A handwritten signature in black ink that reads "Terry M. Donovan". The signature is written in a cursive style with a prominent horizontal line at the beginning of the word "Terry".

Terry M. Donovan, P.E.
Director of Transportation Engineering

TMD/lap

c: FPS - Toledo