

RESOLUTION NO. 83-2014

Offered by All of Council

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CAWRSE & ASSOCIATES, INC. TO PROVIDE DESIGN, TECHNICAL SUPPORT, AND CONSULTING SERVICES FOR THE VILLAGE GREEN, PHASE I, PARKING LOT RESTORATION AND STORM WATER MANAGEMENT SYSTEM PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the Village has received a grant from the Ohio Environmental Protection Agency known as a Surface Water Improvement Fund ("SWIF") Grant for innovative storm water facilities associated with a new parking lot, bio-swale, bio-cell, sidewalks, landscaping, and parking lot lighting at the Village Green; and

WHEREAS, it is determined that the professional landscape architecture and planning firm of Cawrse & Associates, Inc. is qualified to perform plan preparation, graphic design, construction documentation, construction administration, a geo-technical report, and topography surveying for this important project;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio, that:

- SECTION 1. The Mayor and the Finance Director are authorized and directed to enter into an agreement with the professional landscape architecture and planning firm of Cawrse & Associates, Inc. for professional services for the Village Green, Phase I Parking Lot Restoration and Storm Water Management System Project, pursuant to the proposal submitted by Cawrse & Associates, Inc., attached hereto as Exhibit A, and in an amount not to exceed \$31,500.00.
- 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 is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary in order to commence work on this Project pursuant to the Grant from OEPA 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

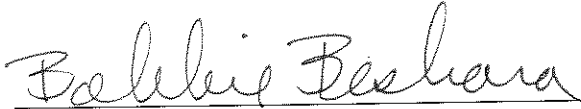
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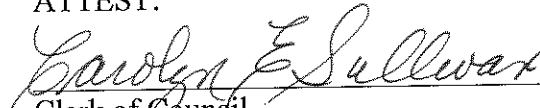
upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11/18/14

  
President of Council

  
Mayor

ATTEST:

  
Clerk of Council

Dated: 11/18/14

**EXHIBIT A**

**C A W R S E & A S S O C I A T E S , I N C .**  
 Landscape Architecture • Land Planning

October 29, 2014

Mr. Brian M. Frantz, AICP  
 Village of Richfield  
 4410 West Streetsboro Road  
 Richfield, OH 44286

Re: SWIF Grant Parking Lot - REVISED

Dear Brian,

The following is our proposal to provide design services for Design Development documents for the approved SWIF Grant, which includes the new parking lot, bio-swale, bio-cell, sidewalks, landscaping, and parking lot lighting. The construction documents will be based on the SWIF plan, but modified with additional parking along the northern edge, directly east of the Historical Society building. All other items listed in the SWIF Grant for the construction of the parking lot will be included.

**A. SCOPE OF SERVICES**

1. Final Plan:  
 Cawrse & Associates, Inc. will prepare a Final Plan indicating the specific design of the site area. A Cost Opinion for the work will also be prepared. Specific services include:
  - a. Location and finishes of sidewalks, permeable pavement, bio-swale, bio-cell, etc.
  - b. Planting design indicating general plant types.
  - c. Grading Plan and Storm Water Management Plan.
  - d. A review of the submitted SWIF Plan, with any modifications.
  - e. Review the Final Plan with the Village.
2. Graphic Design:  
 We will provide you with a Color Rendered Site Plan for use in public meetings. Also, assistance in designing any required SWIF Grant signage/graphics.
3. Construction Documentation:  
 Upon your authorization to begin Construction Documentation, Cawrse & Associates, Inc. shall prepare bid drawings and specifications that refine all design elements noted above for bid and construction. Cawrse & Associates, Inc. will provide further development of:
  - a. Hardscape (paving): Provide layout, material, pattern, and finish details for all pedestrian walks, paving, permeable pavers, curbs, etc.

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549 East Washington Street • Chagrin Falls, OH 44022-4446 • 440-247-7003 • fax 440-247-7143

Mr. Brian M. Frantz  
October 29, 2014  
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- b. Softscape (planting): Provide layout, detailing, and specifications for all planting.
- c. Lighting: Select site lighting locations and style of fixtures, and coordinate with the Village. This will be a design-build drawing.
- d. Grading: All walks, parking lot, bio-swale, bio-cell, etc. will be indicated.
- e. Technical specifications, as required.

4. Construction Administration:

- a. Bidding: Cawrse & Associates, Inc. will review bids and provide recommendations to you. Up to one meeting is to be held for review/recommendation.
- b. Cawrse & Associates, Inc. shall observe site construction, answer RFIs, ASIs, and proposal requests prepared by the Contractor, and review shop drawings and submittals as they pertain to Cawrse & Associates, Inc.'s scope of work. Site observation/ construction meeting visits shall consist of six total, and two of those will be punch list visits.
- c. Meetings: This proposal includes Professional Service time for coordination meetings with Richfield Village.

5. Geo-Tech Report:

Timmerman Geotechnical Group, Inc., out of Akron, will perform on-site soil borings, as needed within the general parking lot area.

6. Topography Survey (Entire Village Green):

The survey and Civil Engineering firm will do all survey work and assist in the Construction Documents, parking, etc. Construction staking is excluded.

**B. ASSUMPTIONS TO SCOPE OF SERVICES**

Our proposal is based on the following:

- 1. Design work is within the area on the SWIF Grant.
- 2. The Village will provide examples of the existing form of bid proposal.
- 3. All drawings (at final submission) shall be sealed and signed by a Registered Landscape Architect, or Civil Engineer, for design work that is our responsibility.

**C. FEE SCHEDULE**

- 1. Our fee breakdown, reflecting project phases, is as follows:
  - a. Final Plan .....\$5,800
  - b. Graphic Design .....\$800
  - c. Construction Documents.....\$10,000
  - d. Construction Administration.....\$6,000
  - e. Geo-Tech Report.....\$3,000
  - f. Topography Survey.....\$5,900
  - g. **Total Fee** .....**\$31,500**

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- 2. All reimbursable expenses, including AutoCAD plots, Xerox copies, CDs, UPS, mileage, drymounts, binding, etc. will be billed at cost, plus 10% (not to exceed \$400).
- 3. Revisions: Revisions (change in program, changes to approved plans, etc.) will be extra and billed at our hourly rates. These additional changes will be done only upon your written authorization.
- 4. The hourly rate of personnel to be used in the design of this project, and any extra work authorized by Richfield, shall be as shown in the following Schedule of Rates:
 

CEO of Firm .....	\$168/hr.
Principals.....	\$128/hr.
Landscape Designer .....	\$95/hr.
Administrative.....	\$50/hr.

We appreciate the opportunity to present this proposal and look forward to our continued work with you on this project. We will provide a Standard Form of Contract for you to sign upon your approval of the proposal. Please contact me with any questions or comments you may have.

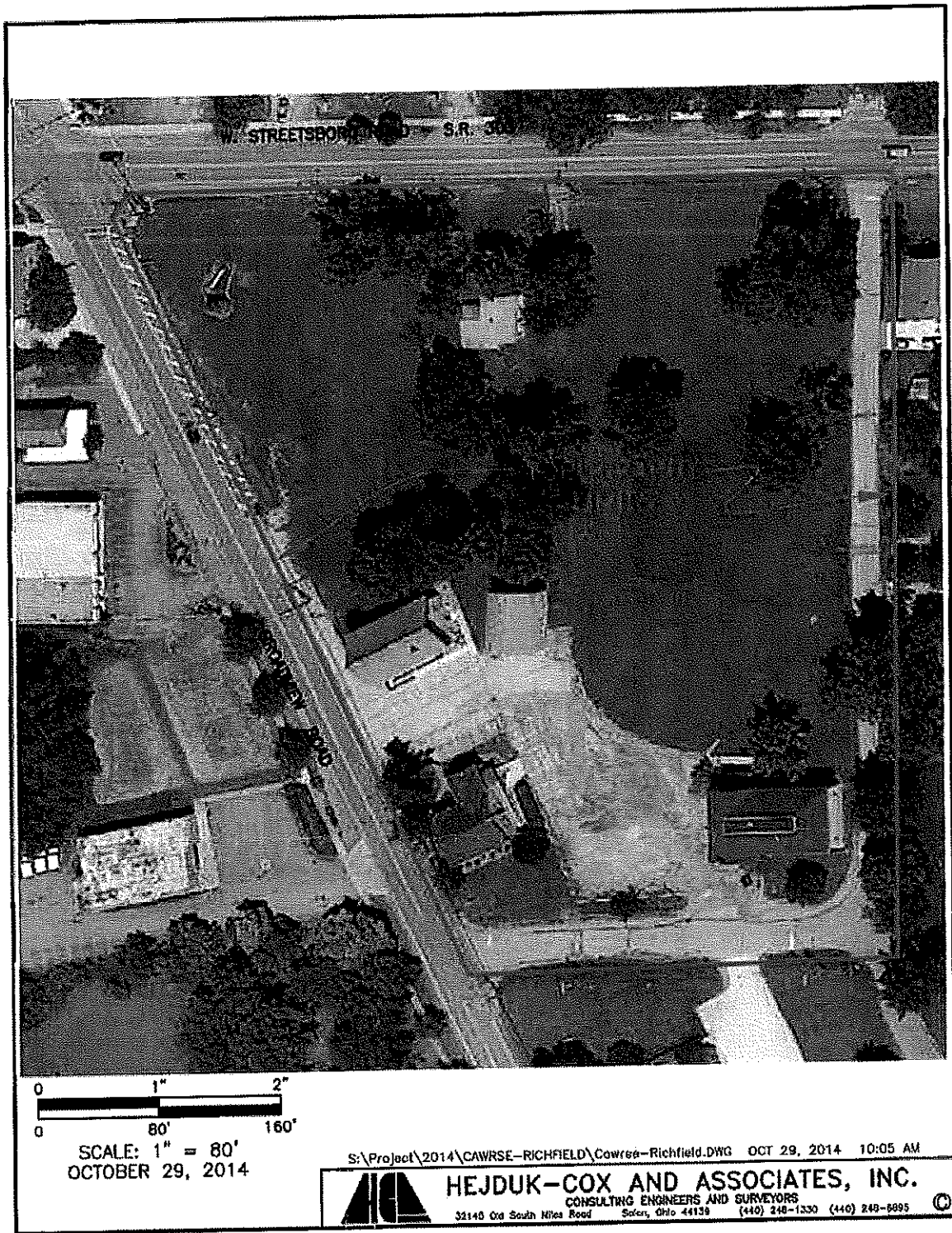
Sincerely,



Craig E. Cawrise, FASLA  
CEO

CEC/asc  
Attachment: Village Green Survey Limits

cc: Melanie Baker, Service Director





CAWRSE & ASSOCIATES, INC.  
Landscape Architecture • Land Planning

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Cawrse & Associates, Inc. (“Provider”), with a mailing address of 549 East Washington Street, Chagrin Falls, Ohio, 44022, and the Village of Richfield (“Village”), with a mailing address of 4410 West Streetsboro Road, Richfield, Ohio, 44286, on this 6<sup>th</sup> day of November, 2014. (Provider and the Village are collectively referred to herein as “Parties.”)

Whereas, the Village desires to engage Provider for professional services related to the design of a Richfield SWIF Grant Parking Lot, under the terms set forth below.

NOW, therefore the Parties hereto, for valuable consideration received, agree as follows:

1. Provider Obligations and Project Description. Provider shall perform the following professional services (the “Professional Services”):
  - a. Final Plan: Provider will prepare a Final Plan indicating the specific design of the site area. A Cost Opinion for the work will also be prepared. Specific services include:
    - Location and finishes of sidewalks, permeable pavement, bio-swale, bio-cell, etc.
    - Planting design indicating general plant types.
    - Grading Plan and Storm Water Management Plan.
    - A review of the submitted SWIF Plan, with any modifications.
    - Review the Final Plan with the Village.
2. Graphic Design: Provider will prepare a Color Rendered Site Plan for use in public meetings. Also, assistance in designing any required SWIF Grant signage/graphics.
3. Construction Documentation: Upon authorization of the Village to begin Construction Documentation, Provider shall prepare bid drawings and specifications that refine all design elements noted above for bid and construction. Provider will provide further development of:
  - a. Hardscape (paving): Provide layout, material, pattern, and finish details for all pedestrian walks, paving, permeable pavers, curbs, etc.
  - b. Softscape (planting): Provide layout, detailing, and specifications for all planting.
  - c. Lighting: Select site lighting locations and style of fixtures, and coordinate with the Village. This will be a design-build drawing.
  - d. Grading: All walks, parking lot, bio-swale, bio-cell, etc. will be indicated.
  - e. Technical specifications, as required.
4. Construction Administration:
  - a. Bidding: Provider will review bids and provide recommendations to the Village. Up to one meeting is to be held for review/recommendation.

- b. Provider shall observe site construction, answer RFIs, ASIs, and proposal requests prepared by the Contractor, and review shop drawings and submittals as they pertain to Provider's scope of work. Site observation/construction meeting visits shall consist of six total, and two of those will be punch list visits.
  - c. Meetings: This Professional Services Agreement includes Professional Service time for coordination meetings with the Village.
5. Geo-Tech Report: Timmerman Geotechnical Group, Inc., out of Akron, will perform on-site soil borings, as needed within the general parking lot area.
  6. Topography Survey (Entire Village Green): The survey and Civil Engineering firm will do all survey work and assist in the Construction Documents, parking, etc. Construction staking is excluded.
  7. Assumptions to Scope of Services: The above Scope of Services is based on the following:
    - a. Design work is within the area of the SWIF Grant.
    - b. The Village will provide examples of the existing form of bid proposal.
    - c. All drawings at final submission shall be sealed and signed by a Registered Landscape Architect, or Civil Engineer, for design work that is Provider's responsibility.
  8. Village's Responsibilities: The Village agrees to supply Provider, as permitted by law, with available information in the Village's control that may be necessary, or helpful to Provider in providing the Professional Services including, but not reasonably limited to, surveys, reports, and other professional recommendations. The Parties agree that Provider may rely on the accuracy and completeness of those items, unless otherwise indicated in Provider's professional judgment.
  9. Compensation and Payments:
    - a. The Village agrees to pay Provider a total amount not to exceed \$31,500.00 ("Professional Services Fee") for the Professional Services set forth above, excluding reimbursable expenses as set forth below, in accordance with the rates set forth herein.
    - b. One revision is included in the Professional Services Fee. Additional revisions (changes to the program, changes to approved plans, etc.) will be done only upon written authorization by the Village.

The hourly rate of personnel is to be used in the design of this project, and any extra work authorized by the Village shall be shown in the following Schedule of Rates:

Hourly Rates

CEO of Firm .....	\$168/hr.
Principals .....	\$128/hr.
Landscape Designer .....	\$95/hr.
Administrative .....	\$50/hr.



- c. Reimbursable expenses, which shall not exceed \$400.00, may include AutoCAD Plots, Xerox copies, CDs, UPS, mileage, drymounts, binding, and similar costs directly related to the Professional Services.
  - d. Invoices shall itemize hours of service provided and shall be due within 30 days of receipt. Any fees not paid within 30 days shall be considered delinquent, and a service fee of 1.5% per month shall be charged on delinquent amounts.
10. Use and Ownership of Work Product: Provider acknowledges and agrees that the work product that is provided for the Village as a result of Provider's Professional Services shall be the property of the Village, which may be used by the Village in any manner without authorization of Provider.
  11. Applicable Law, Jurisdiction, and Venue: The Parties acknowledge that this Agreement is entered into in the State of Ohio, and agree that it is to be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions. The Parties further consent to the jurisdiction and venue of the Summit County Court of Common Pleas of the State of Ohio for any proceeding to enforce, or interpret this Agreement.
  12. Multiple Counterparts: The Parties agree that this Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute only one Agreement.
  13. Construction: The Parties each acknowledge that each has had the opportunity to have this Agreement reviewed by legal counsel of their choice and, accordingly, the normal Ohio rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
  14. Entire Agreement: The Parties agree that this Agreement contains the entire understanding of the Parties with respect to the subject matter of the Agreement, and that this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective directors, officers, elected officials, employees, members, owners, successors, parent, affiliated, or subsidiary corporations, assigns, heirs, executors, administrators, agents, insurers, indemnities, representatives, attorneys, and partners.
  15. Severability: The Parties further agree that the invalidity, or unenforceability of any one provision, or part of this Agreement will not render any other provision, or part thereof invalid, or unenforceable, and that such provisions shall remain in full force and effect.
  16. Binding Authority: The Parties further agree that the person signing this Agreement on behalf of each Party has full authority to bind it pursuant to law.

The undersigned have hereunto set their hands at as of the date first written above.

CAWRSE & ASSOCIATES, INC.

VILLAGE OF RICHFIELD

By: \_\_\_\_\_

\_\_\_\_\_

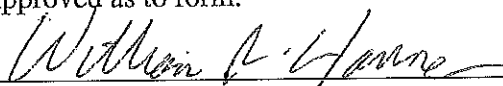
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\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Approved as to form:

  
William R. Hanna, Director of Law

FISCAL OFFICER'S CERTIFICATE

I, as Director of Finance for the Village of Richfield, Ohio, certify that the money required for the within Professional Services Agreement between the Village of Richfield, Ohio, and Cawrse & Associates, Inc. is in the treasury, to the credit of the fund from which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Sandy Turk, Director of Finance