

RESOLUTION NO. 3-2017

A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRPERSON AND THE TREASURER OF THE BOARD OF TRUSTEES TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP, LLC DATED SEPTEMBER 15, 2015.

WHEREAS, on or about September 15, 2015, the Board entered into a certain agreement (“Agreement”) with Environmental Design Group, LLC (“EDG”) for master planning consulting services; and

WHEREAS, the Board has identified a need for professional engineering services in connection with the master plan development, including preparation of a Hydrologic and Hydraulics Study for the two (2) dams and a recommendation for the District’s infrastructure assets; and

WHEREAS, EDG and other design professional firms submitted statements of qualifications for professional design services as defined by Section 153.65(C) of the Ohio Revised Code; and

WHEREAS, based upon a review of the above-referenced statements of qualifications on file, EDG is the firm most qualified to undertake the project and has indicated the willingness to provide the necessary services at a cost not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the Board of Trustees is of the opinion that amending the Agreement to cover the project would be appropriate and consistent with the RJRD’s mission and the master plan process.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Richfield Joint Recreation District, County of Summit, State of Ohio:

SECTION 1. That based upon a review of the statements of qualifications on file, EDG is the firm most qualified to undertake the project.

SECTION 2. That the Chairperson and Treasurer be, and they hereby are, authorized and directed to enter into Amendment No. 2 to the EDG Agreement dated September 15, 2015, substantially in accordance with the amendment attached hereto as Exhibit A, and to authorize an additional expenditure of Forty-Nine Thousand Two Hundred Dollars (\$49,200.00) to cover the cost of the expanded scope of work.

SECTION 3. That this Board waives any requirements for quotes for such services pursuant to Sections (d), (g)(4) and (g)(7) of its contracting and purchasing authority.

SECTION 4. That this Board finds and determines that all formal actions of this Board concerning and relating to this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. That this Resolution shall be in full force and effect from and immediately upon its adoption.

January 9, 2017
Date Passed

[Signature]
Chairperson, Richfield Joint Recreation District
Board of Trustees

ATTEST:
[Signature]
Administrator, Richfield Joint Recreation
District

[Signature]
Secretary, Richfield Joint Recreation District
Board of Trustees



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Civil Engineering
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December 9, 2016

Richfield Joint Recreation District
Environmental Design Group No. 15-00249-06P

Ms. Debbie Bluso-Rogers
RJRD Administrator
Richfield Joint Recreation District (RJRD)
4410 W. Streetsboro Road
Richfield, Ohio 44286

**RE: RJRD Hydrologic & Hydraulic Study
Amendment No. 2**

Dear Ms. Bluso-Rogers:

Environmental Design Group is pleased to submit **Amendment No. 2 to the Agreement between Richfield Joint Recreation District (Client) and Environmental Design Group dated September 15, 2015** for the following services in support of the Richfield Heritage Preserve in Richfield, Ohio. We appreciate the opportunity to continue working with the Board to identify opportunities and advance future initiatives. It is our understanding that Richfield Joint Recreation District (Client) would like to amend our current contract with Environmental Design Group for the following tasks as outlined under our Scope of Services. The purpose of the work is to perform a Hydrologic and Hydraulic (H&H) analysis of the two regulated dams on the property so that the Board can make informed decisions with the most updated and accurate information available regarding these infrastructure assets as the Board moves toward implementing the site master plan.

The dams are regulated by the Ohio Department of Natural Resources (ODNR) Division of Soil and Water Resources Ohio Dam Safety Program. The regulated dams on the property are known as the Camp Hilaka (Upper) Lake Dam, ODNR File No. 1115-002 and the Camp Julie Crowell (Lower) Lake Dam, ODNR File No. 1115-003. Both dams are currently Class II dams, indicating that the dams' discharge/storage capacities must be sufficient to safely pass the required design flood, which is 50% of the Probable Maximum Flood (PMF). If either dam is reclassified as a Class I dam due to changes in potential downstream hazards, the design flood would be 100% of the PMF. If Garfield Hall, Kirby House, Kirby Mill, Oviatt House, or the downstream Golf Course become occupied structures at any time in the future, regardless of the use, the Upper Dam will be reclassified as a Class I Dam. If Kirby Mill, Oviatt House, or the downstream Golf Course become occupied structures at any time in the future regardless of the use, the Lower Dam will be reclassified as a Class I Dam.

In 1995, a consultant performed an H&H analysis for the Upper Lake Dam and indicated that the dam can pass approximately 100% of the PMF; this result is incorporated into the 2014 ODNR Dam Safety Inspection Report.

In 2002, ODNR performed an H&H analysis for the Lower Lake Dam and indicated that the dam can pass approximately 18% of the PMF; this result is incorporated into the 2014 ODNR Dam Safety Inspection Report. In 2008, another consultant performed an H&H analysis for the Lower Lake Dam to recommend dam modifications to pass 50% of the PMF. These modifications were not constructed.

However, in 2013, ODNR published new information for the Probable Maximum Precipitation (PMP), which is used to calculate the PMF. The new PMP near Richfield is significantly less than the PMP used in all previous H&H analyses performed on these dams. Therefore, a new H&H analysis is required to determine the actual discharge/storage capacities of each dam. ODNR indicated that since the dams are in close proximity to each other, the new analysis should model both dams in a single H&H analysis and

Ms. Debbie Bluso-Rogers
Richfield Joint Recreation District (RJRD)
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new land use data should be updated to accurately reflect current development conditions in the watershed. The goal of this study is to provide updated discharge/storage capacities to the Board (approximately what percent of the new PMF each dam can currently safely pass). This study will provide information critical to developing a future plan to modify the dam structure. Please note that this study will not be providing design or engineering related to modifications to the dam structure. That will be a following step that the board will need to complete once this information has been determined.

Scope of Services

Task 1 – H&H Study

Environmental Design Group will provide project services as follows:

- A. Environmental Design Group will provide project management services, including coordination of activities of Environmental Design Group team and the Client.
- B. Coordinate with ODNR Division of Soil and Water Resources Ohio Dam Safety Program.
- C. Assist RJRD with the development of an Emergency Action Plan (EAP) for each of the two regulated dams on site.
- D. Obtain and review available reports and documents for both dams, including ODNR approved HEC-1 modeling calculations.
- E. Develop hydrologic models for each dam in HEC-HMS based on the HEC-1 models.
- F. Combine the HEC-HMS models to effectively model both dams in series.
- G. Update the HEC-HMS model with parameters to reflect existing watershed conditions. This will be a desktop level analysis and will not include field reconnaissance.
- H. Calculate the new PMF for this site based on the new PMP information available.
- I. Perform a hydrologic and hydraulic analysis to determine the adequacy of each dam's discharge/storage capacity to safely pass the required design flood. Alternatives to modify either dam to increase the discharge/storage capacity will not be investigated as a part of this study.
- J. Prepare draft report that summarizes the results.
- K. Present the results to the Board at a public meeting.
- L. Address the Board's comments and submit the final report to the Board.

Compensation

For, and in consideration of, the above-referenced services, Environmental Design Group will invoice RJRD a lump sum fee **Forty-Nine Thousand Two Hundred Dollars (\$49,200.00)**. Therefore, the total contract amount will be adjusted from a lump sum of \$53,310.00 to a total lump sum of \$102,510.00. All previously agreed-upon terms and conditions still apply.

This offer remains valid for 30 days; acceptance thereafter is subject to our approval.

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Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are included in the price shown for professional services except as noted in the final deliverables.

From the date of acceptance of this agreement, the above fees will apply for one year. If the work is not completed during that period, the agreement may be subject to renegotiation.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to this proposal for technical services. These items were considered while defining the scope and fee for Environmental Design Group's services and further explain the responsibilities of Client and Environmental Design Group.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the Client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Geotechnical Studies, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. The scope of work contained in this proposal is for an existing engineering analysis, it does not include any work that can be construed as an alternatives analysis, detailed design or construction documents.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
6. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will only be provided only through amendment to the fees and scope of services of this agreement.
7. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies as of the time of this proposal's issuance. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
8. This proposal assumes that no field survey will be required. If existing site conditions are significantly different from the existing information, Environmental Design Group can gather the necessary field survey information for a separate negotiated fee.
9. We will be utilizing third-party data from county, state, federal, and other sources. Typically, these will be combined through a GIS-based system to create our base maps. The degree of accuracy of this data (such as parcels, topography, road right-of-way, etc.) can be imperfect and/or sometimes unknown. Any information presented in this study should be further verified with more accurate evaluations (such as wetland delineations, boundary and topographic surveys, etc.)
10. The study will be completed by a professional engineer and in compliance with ODNR requirements; however, no submittal will be made to ODNR.

Project Initiation Procedures

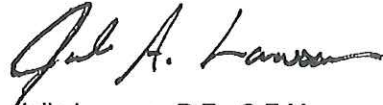
If this change is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy of this letter to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact us.

Ms. Debbie Bluso-Rogers
Richfield Joint Recreation District (RJRD)
December 9, 2016

Thank you for your consideration of Environmental Design Group and the opportunity to work with you on this project.

Sincerely,


Jeffrey R. Kerr, AICP, ASLA
Principal


Julie Lawson, P.E., C.F.M.
Senior Project Engineer

ACCEPTED: **Richfield Join Recreation District**

By

Title

Date

Name of Client's Designated Representative:

