

**RESOLUTION NO.:** 2012-R32  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** JULY 10, 2012  
**ASSIGNED TO:** ENV. & PARKS

**A RESOLUTION APPROVING AN AGREEMENT WITH URS CORPORATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE GREENSBURG/EAST LIBERTY BASEBALL FIELDS ADDITION PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has investigated the desirability and need to construct new baseball fields at East Liberty Park and Greensburg Park; and

WHEREAS, the City's Administration desires to proceed with the planning and construction of new baseball fields East Liberty Park and Greensburg Park; and

WHEREAS, it is necessary to hire an Architectural and Engineering Firm for design, preparation of construction documents and administration during construction; and

WHEREAS, the City sought proposals from several Firms; and

WHEREAS, the City desires to enter into contract with URS Corporation to provide architectural and engineering services for the design, preparation of construction documents and administration during construction for the construction of new baseball fields at East Liberty Park and Greensburg Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO, THAT:**

**SECTION ONE:**

Green City Council authorizes the administration to enter into a contract with URS Corporation, for the purpose of providing architectural and engineering services for design, preparation of construction documents and administration during construction for the construction of new baseball fields at East Liberty Park and Greensburg Park. (A copy of the Agreement between the City of Green and URS Corporation is attached as Exhibit A.)

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting of this Council and any deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it

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shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: July 10, 2012  
Molly Stevens  
Molly Stevens, Clerk

[Signature]  
Joel Reed, Council President

APPROVED: July 11, 2012  
[Signature]  
Richard G. Norton, Mayor

COPIED  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: July 11, 2012

ON ROLL CALL: Colopy - yea      France - yea      Humphrey - yea      Knodel - yea  
Neugebauer - yea      Reed - yea      Summerville - yea  
Adopted 7-0

Suburbanite publication on July 15 and July 22, 2012  
Molly Stevens  
Molly Stevens, Clerk

7/3/2012 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature] 7/3/12

Exhibit A  
2012-R32  
Resolution

**ATTACHMENT "A"**

**SCOPE OF SERVICES**

**ENGINEERING AND DESIGN SERVICES FOR THE  
CITY OF GREEN BALLFIELD IMPROVEMENT PROJECT  
FOR THE CITY OF GREEN**

**PROJECT UNDERSTANDING**

URS has been selected to provide a suite of Engineering and Landscape Architectural services to the City of Green for the ball field improvements at East Liberty and Greensburg Parks. The proposed ball fields are intended to offset the pending loss of the three fields at the Green Youth Sports Complex. The improvements for East Liberty and Greensburg Parks will be designed and constructed as one design and construction package. The proposal is based upon a scope review meeting for the ball field improvements with the City of Green on May 9, 2012.

East Liberty Park consists of an existing play structure, picnic shelter, tennis courts, basketball courts, and parking. The 'open' field to the south of the basketball and tennis courts are rarely used as it was intended to be used for soccer and lacrosse. This area has been identified as an ideal location for the expansion of new ball fields.

The project objective for East Liberty Park includes designing and constructing three new youth baseball / softball fields on the 'open' field with an outfield of approximately 200' to 220' at the foul poles. The ball field improvement may require moving the existing play structure, raising catch basins, regrading the site, improving drainage, and moving and reusing fencing.

Greensburg Park consists of four existing ball fields, parking, picnic shelter, play structure, and restrooms. The increased demand for youth baseball and adult softball has required the need for the new F/E ball field. An open area to the west of the existing fields near the park entrance will be utilized for the new field. The ball field design will be coordinated with the Parks and Recreation Division along with the City of Green School District.

The project objective for Greensburg Park includes additional parking, a new flexible baseball field with an outfield approximately 320' to the foul poles, fencing, dugouts, irrigation, sports lighting, regrading the site, and an underdrainage system.

Services to be provided by this proposal include Survey, Landscape Architecture, Site Civil Engineering, Utility Engineering, Electrical Engineering, and Construction Administration as well as infield modifications to the four existing fields.

**BASIC SCOPE OF SERVICES**

**TASK 1 SURVEYING**

URS shall provide professional surveying services obtaining topographic and boundary survey information in the area of the proposed ball field construction at East Liberty Park and being parcel 2812453 of the Summit County Auditor's Office and Greensburg Park and being parcel

2813047 of the Summit County Auditor's Office.

URS shall provide the following services during the Surveying Phase:

- URS will obtain topographic survey information at the above referenced site. Improvements to be located may be, but are not limited to, driveways, storm sewer structures and ground site features.
- URS will establish the northerly property lines of the parcels located due south of the East Liberty proposed ball field construction.
- URS will establish the southerly and easterly property lines of the parcels located due north and west of the Greensburg proposed ball field construction.
- An AutoCAD 2011 Civil 3-D topographic survey basemap with one foot contours will be prepared for only the areas surveyed.
- URS base mapping will be related to the Ohio State Plane Coordinate System.
- URS cannot be held responsible for items covered by snow, automobiles, debris, dense vegetation or other physical obstructions.
- This scope assumes work to be performed during the year 2012 and while snow cover is not present at the site.
- Research of existing easements & encumbrances is not included.
- A boundary survey of this entire site per OAC Chapter 4733-37 would not be performed.
- Ohio Utilities Protection Service (OUPS) will not be contacted.
- Incorporate the surveyed area basemap into an existing basemap provided by the owner.
- Return field visit(s) to perform any survey work outside this Scope of Services.
- Establish (3) three bench marks with horizontal and vertical data at each site for construction purposes.

## **TASK 2 SITE INVENTORY/ANALYSIS AND MASTER PLANNING**

URS staff will review the survey data and existing conditions to develop the inventory/analysis and planning documents.

URS Landscape Architects shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- Assess and evaluate the existing grades to minimize required earthwork for ball field grading.
- Evaluate the existing site hydrology, and identify potential location of BMPs.
- Coordinate the disciplines and create drawings that summarize the site analysis and inventory phase.
- Fit study for each park to confirm ball field size, distance between fields, parking and impacts to play structures or site utilities.
- Locate a future restroom at East Liberty Park.
- Planning will be limited to the designated ball field area as described in the review meeting with the City of Green.
- Verify the pressure in the pump is adequate for irrigation and no additional waterline analysis model(s) will be performed.
- Evaluate the condition of the infield for the three existing fields at Greensburg Park.
- Create a preliminary plan for review and approval by the City of Green
- Incorporate comments on the final site plan to move into Construction Documents (CDs).

URS Civil Engineers shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- Assess the existing utility locations, to determine if relocation may be necessary
- Evaluate the proposed layout of facilities to determine preliminary earthwork.
- Determine the Hydrologic characteristics of the site to determine stormwater runoff amounts and prepare preliminary storm sewer collection system layout.
- Review layout of fencing, lighting and improvements with respect to sideyard setback distance to private property.

URS Electrical Engineers shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- URS Engineers shall visit the site to ascertain existing conditions and equipment associated with the installation of the proposed work.
- URS will require the assistance of maintenance personnel to gain access to rooms, spaces, equipment, and for identification of panels/circuits affected by the installation, as is necessary for the Project design. URS will also need to review any existing drawings or documentation available and pertinent to the design. URS may wish to photograph selected items for reference.
- Evaluate the existing electrical systems and components as necessary to determine capacity for proposed additional loads.
- Testing of the existing electrical system is not included.

The engineer's estimate of the final plan will include unit costs and line items for all improvements. The line items will be broken down for each park separately on one estimate.

### **TASK 3 CONSTRUCTION DOCUMENTS (30%, 70%, 100%)**

URS Landscape Architects shall provide the following services during the Construction Document Phase:

- The final site improvement plans shall include the design of all ball field components:
  1. Infield which includes soil type, and design
  2. Underdrain system to drain ball field, and connect to the storm sewer
  3. Backstops with fencing or netting
  4. Irrigation system and quick couplers as directed
  5. Chain-link sideline and outfield fencing
  6. Walks to the field from the parking lot and bleacher pads
  7. Dugout structures and concrete pad
  8. General park landscape with low maintenance materials and plantings
- The technical specifications will be prepared for bid and construction.
- Assemble a project manual that includes the advertisement for bid, front end documentation, prevailing wage rates, and technical specifications.
- Drawings will be sealed and coordinated for all permit submittals required. The City of Green is responsible for all permit fees associated with the ball field improvements.

URS Civil Engineers shall provide the following services during the Construction Document Phase:

- The final site/civil improvement plans shall include the following components:
  1. Coordinate Grading Plan with Landscape Architect
  2. Storm Sewer Collection Plan
  3. Site Layout Plan

4. Existing Utility Relocation Plan (If needed)
  5. Storm Water Pollution Protection Plan and Details
  6. Site Details
- Technical specifications for bidding and construction.
  - No offsite utility extension or design is included.

URS Electrical Engineers shall provide the following services during the Construction Document Phase:

- URS Engineers will prepare such drawings and complete specifications as is required for bidding and construction of the electrical systems for the following:
  1. Baseball Field Lighting
  2. Parking Lot Lighting
- This will include design and specification of lighting fixtures, poles, controls, panelboard breakers, feeders, and branch circuit wiring to incorporate the above into the existing electrical system. It is planned to route all power from the existing electrical service. The sports lighting will be designed to match or be compatible with existing lighting.
- This scope of services includes electrical design work for Greensburg Park and does not include electrical design work at East Liberty Park.
- Verify the existing electrical service at Greensburg Park is adequate to power all the new work.

URS Structural Engineers shall provide the following services during the Construction Document Phase:

- URS Engineers will prepare such drawings and complete specifications as is required for bidding and construction for sports field lighting foundations, dugout structures, and backstops.

The detailed engineer's estimate of construction costs will be finalized based on completed Construction Documents (CD) s.

All documents will be prepared in electronic format using "AutoCAD" and Microsoft "Word" and provided electronically in AutoCAD, Word, and pdf format.

All review drawings shall be half size 11x17 drawings and the Client will receive three (3) full size sets of the final drawings and project manual issued for construction. Any additional printing is the responsibility of the owner or contractor.

#### **TASK 4 CONSTRUCTION ADMINISTRATION**

Once the project is advertised for bid the construction administration phase of the services will begin.

URS shall provide the following service during the Construction Administration Phase:

- Attend a pre-bid meeting, tabulate bids and provide a recommendation for construction.
- Attend pre-construction meeting and distribute comments to contractors.
- Review Contractor's shopdrawing submittals, and answer Contractor's questions (RFI).

- At completion of the work provide a punch list or work not completed or requiring adjustment to conform to the Construction Documents in closing out the Project.
- Review the Contractor's as-builts to insure they conform to the design.

## **TASK 5 REVIEW MEETINGS**

### **Design Phase**

URS will attend biweekly meetings during the duration of the design and bidding which is anticipated to last 3 months and will include maximum of (6) meetings. The meetings will be held at the City of Green.

## **SCHEDULE**

### **Design Phase**

Notice to Proceed	July 10
Survey	July 20
Site Inventory Analysis	July 27
Final Plan	August 3
50% CD	August 17
70% CD	August 31
100% CD	September 14
Bidding	September 17-October 1
Council Approval	October 3-17
Begin Construction	October 19

### **Construction Phase**

#### **Greensburg Park**

Mobilization	October 19 2012
Utility and Underdrains	October 22 - November 5, 2012
Rough/Fine Grading, Infield	October 29 - November 19, 2012
Fencing	November 12-19, 2012
Seeding/Sod	November 19-23, 2012
Substantial Completion	November 27, 2012
Paving	April 15, 2013
Turf Review and Repair	May 1, 2013
Punch List	August 2013
Fields Available	September 2013

#### **East Liberty Park**

Mobilization	March 18, 2013
Utility and Underdrains	March 22 - April 5, 2013
Rough/Fine Grading, Infield	April 5 - 26, 2013
Fencing	April 22 - 26, 2013
Seeding	April 29, 2013
Substantial Completion	May 6, 2013
Turf Review and Repair	August, 2013
Punch List	October 2013
Fields Available	Spring 2014

## **COMPENSATION**

URS' compensation for the above scope of services will be based on a lump sum basis itemized below totaling a not to exceed figure of Zero (\$0) Dollars, which includes all reimbursable expenses for travel, and printing. Itemized tasks compensation is summarized below:

Task 1 Surveying	\$ 10,033.60
Task 2 Site Analysis/Inventory Master Planning	\$ 16,401.60
Task 3 Construction Documents	\$ 46,531.20
Task 4 Construction Administration	\$ 10,647.80
<b>Total</b>	<b>\$ 83,614.20</b>

Should payment not be received within 30 days from date of invoice, URS reserves the right to terminate work until payment is made.

URS will complete a detailed cost proposal for any Additional Services, if required. Fees for Additional Services performed beyond the Scope of Services identified herein shall be agreed to in writing.

## **ADDITIONAL SERVICES**

URS shall provide services, when authorized in writing, in addition to those services set forth in Basic Services. Such services shall consist of providing any other services not otherwise included under Basic Services.

Fees for additional services shall be in accordance with terms mutually agreed to by both The City of Green and URS.

## **GENERAL CONDITIONS UNDERSTANDING**

The proposed project requires expansion of, and connection to, existing structures, grades and utilities. Listed below are general design conditions and assumptions:

- Revisions or upgrades to existing building systems and utilities, including electrical, stormwater, irrigation is not required; simple tie-ins are required for the new work.
- No meetings with utility company will be required. URS will coordinate the design details with the City who will meet with any utility companies.
- No revisions or upgrades to existing building systems and utilities resulting from the permit review process are required.
- No identification, assessment, control, monitoring, or removal of asbestos related or other hazardous building materials is included.
- The project does not include any environmental work (e.g. removal of ACM, lead paint).
- No geotechnical exploration will be performed. We assume that all soil is suitable for standard foundations. All design and cost estimates will be based on historical geotechnical information provided by the City of Green.

## **CLIENT'S RESPONSIBILITIES**

- Client will provide any existing drawings of the buildings and site for our use and personnel shall assist URS Engineers with field investigations and data collection at the facility.

- Client shall provide full information regarding its goals and requirements for the project.
- Client shall designate a representative authorized to act on its behalf with respect to the project. All direction and authorization shall be by or through such representatives.
- Client shall examine documents submitted by URS and shall render decisions promptly, to avoid unreasonable delay in the progress of URS' services.
- Client shall provide Site Access.

Exhibit A  
Resolution  
2010-32

**City of Green Ball Field Improvements**  
**URS Corporation**  
 Design and Engineering Services Worksheet

Owner: United Golf Estates, L.P.

July 3, 2011  
 City of Green

TASK	Project Principal	Project Manager	LANDSCAPE ARCHITECT		SITE CIVIL/UTILITY		SURVEY		STRUCTURAL ENG.		ELECTRICAL ENG.		CADD TECH.	Admin Support	TOTAL HOURS	AVE. LABOR RATE	TOTAL DIRECT LABOR	DIRECT COSTS			Sub Consultants	Total Costs	Total Costs By Section
			Landscaper Architect	Senior Landscaper Architect	Senior Civil Engineer	Design Engineer	Registered Surveyor	Senior Surveyor	Structural Engineer	Senior Electrical Engineer	Design Engineer	Printing						Misc. Costs	Travel Costs	Sub Consultants			
1. Topographic Survey																							
Field Survey			8					8															
Prepare Survey Mapping																							
2. Site Analytical/Inventory/Leaser Planning																							
Site Hydrology/Analysis/Stormwater Runoff			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Grade, Elevation Assessment			8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Site Utility and Elevation Assessment			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Electrical Services/Equip. Assessment, Evaluate																							
Base Map and Preliminary Plans			4	12	16	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Final Site Plans			4	8	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Cost Estimate			2	8	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Review Meetings (2)			4	8	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3. Distribution Documents																							
1189 Sheet			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
General Notes			6	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Existing Conditions Plan				2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
SWPPP calculations																							
Demo Plan			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Site Layout Plans			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Stormwater Collection Plan			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Utility Relocation Plan			12	12	12	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Grading and Elevation Plan			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Landscaping Plan			2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Site Stormwater Details			16	10	10	32	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Barbed Details																							
Site Pavement/Deck Details			8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Hydrogen Plan and Details			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Electrical Plan (2 Plans)																							
Electrical Details			12	32	8	8	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Project Memo/Specifications			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Cost Estimate			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
QA/QC			8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Review Meetings (4)			6	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
4. Construction Administration																							
Pre-Construction Meeting			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Pre-construction Meeting			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Shopdrawing submittals			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
RFI			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Punchlist			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Pay Application Review Held in Contract			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
As-built review			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Construction Meeting (6) Held in Contract																							
Field Observation (10) Held in Contract																							
<b>PROJECT TOTALS</b>	<b>18</b>	<b>160</b>	<b>204</b>	<b>126</b>	<b>52</b>	<b>140</b>	<b>8</b>	<b>40</b>	<b>4</b>	<b>16</b>	<b>22</b>	<b>114</b>	<b>20</b>	<b>68</b>	<b>998</b>	<b>\$24,630</b>	<b>\$24,630</b>	<b>\$1,285</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



**SHORT FORM MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CITY OF GREEN, OHIO AND  
URS CORPORATION**

**THIS AGREEMENT** ("Agreement") for Professional Services, (together with the attachments hereto) dated and effective as of June 1, 2012 (the "Effective Date"), is hereby made and entered into by and between City of Green, (hereinafter "Client") having a place of business located at 1755 Town Park Blvd., Green, Ohio 44232-0278, and URS Corporation, a Nevada corporation (hereinafter "Consultant") having a place of business located at 1375 Euclid Avenue, Suite 600, Cleveland, Ohio 44115-1808. Consultant and Client are each individually referred to as a "Party" and collectively as the "Parties".

The Parties agree as follows:

**1. WORK AUTHORIZATIONS**

1.1 Consultant agrees to undertake and perform certain consulting and professional engineering services ("Services") in accordance with the terms and conditions contained herein, as may be requested by Client from time to time. The Services to be performed, Consultant's compensation, and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by Client, the form of which is attached hereto as Attachment 1 ("Work Authorization"). A Work Authorization shall be valid and binding upon the Parties only if accepted in writing by Client and Consultant. Each duly executed Work Authorization shall be subject to the terms and conditions of this Agreement, except to the extent expressly modified by the Work Authorization.

1.2 It is the expressed intent of the parties that this Agreement shall be made available to subsidiaries and affiliated companies of Consultant. For the purposes of this Agreement, as it applies to each Work Authorization, the term "Consultant" shall mean either Consultant as defined above or the subsidiary or affiliate of Consultant identified in the Work Authorization. The applicable Work Authorization shall clearly identify the legal name of the entity accepting the Work Authorization.

**2. PAYMENTS FOR SERVICES**

2.1 Unless otherwise stated in a Work Authorization, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days from the due date of such payment, Consultant may suspend further performance under one or more Work Authorizations until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

2.2 Client shall reimburse Consultant for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of Consultant's Services. For the purpose of this Article such taxes shall not include taxes imposed on Consultant's net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid Consultant under the applicable Work Authorization.

2.3 Where charges are "not to exceed" a specified sum, Consultant shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established, or other circumstances beyond URS control, shall be a basis for equitable adjustments in the budget and schedule.

**3. CONFIDENTIALITY**

3.1 For a period commencing with the disclosure of any confidential information under this Agreement and/or a Work Authorization(s) and ending on the second anniversary such disclosure was first made, Consultant and Client each agree not to disclose to third parties, including also subcontractors and vendors (unless such subcontractors and vendors have a need to know and are bound to similar obligations of confidentiality), any information that is identified as confidential in writing on the materials made available to the other Party hereunder

**4. WARRANTY**

4.1 Consultant warrants that any consulting and professional engineering Services performed by it under a Work Authorization shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location. Consultant's sole liability to Client for any non-conforming Services shall be to re-perform the non-conforming or defective Services, written notice of which must be promptly given by Client to Consultant.

**4.2 THE WARRANTY SET FORTH IN THIS ARTICLE 4 IS EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONSULTANT DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE.**

## **5. WORK BY OTHERS**

5.1 The performance by Consultant of Services under a Work Authorization shall not constitute an assumption by Consultant of the obligations of Client or its other contractors. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work of Client or its other contractors, and shall not manage, supervise, control or have charge of construction. Client shall require Consultant to be named as an additional insured along with Client on any liability insurance policies provided by Client's construction contractors. To the fullest extent permitted by law, Client shall defend Consultant against any claim, suit or proceeding asserted by one of its other contractors and indemnify, defend and save Consultant harmless from any and all actual or alleged claims and losses (including, without limitation, attorney's fees) sustained by such contractor in connection with the Services, regardless of whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

## **6. INSURANCE**

6.1 In the event Consultant performs Services under any Work Authorization in connection with a project for which Client or another party with which Client has contracted obtains all-risk or builder's risk property insurance, Client, as the case may be, shall name, or shall cause such other party to name, Consultant as an additional insured on such all risk or builder's risk property insurance. Client acknowledges that Consultant has an insurable interest in such all risk or builder's risk property insurance.

6.2 Consultant and Client each waive all rights of recovery and subrogation against each other with respect to a loss occurring to property of the other, to the extent that such waivers do not invalidate the property insurance of either.

## **7. INDEMNITY**

7.1 Consultant shall indemnify, defend and save Client, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties, excluding employees of either Party, for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost or expense arises from the negligence or willful misconduct of the indemnifying Party, its employees or affiliates in connection with the Services.

7.3 The indemnity and save harmless obligations of Consultant and Client under this Article 7 shall not apply with respect to any Hazardous Material, as Consultant's and Client's rights and obligations with respect thereto are set forth in Article 10.

## **8. WAIVER OF CONSEQUENTIAL DAMAGES**

8.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Client nor Consultant shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Consultant hereby releases Client and Client hereby releases Consultant from any such liability.

## **9. LIMITATION OF LIABILITY**

9.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, in no event shall the total cumulative aggregate liability of Consultant, its subconsultants, and their respective partners, officers, directors, shareholders, employees, and agents (referred to collectively in this Article as "Consultant") to Client resulting from, arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under a Work Authorization, exceed \$250,000 or ten percent (10%) of the compensation paid Consultant pursuant to such Work Authorization, whichever is greater, or extend beyond the expiration of the warranty period under Article 4 for the Services performed under the Work Authorization, regardless of the legal theory under which such liability is imposed. The remedies stated in the Agreement are Client's sole and exclusive remedies for any failure by Consultant to comply with obligations to Client, and Client hereby irrevocably waives any right to assert a claim against Consultant based on a legal theory that a remedy provided herein fails of its essential purpose.

## **10. HAZARDOUS MATERIAL**

10.1 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and Client acknowledges that

Consultant does not act in the capacity nor assume the status of, Client or others as a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of any Work Authorization.

10.2 It is acknowledged by both parties that the Services do not include services related to regulated substances, pollutants, or hazardous or toxic wastes ("Hazardous Material"). In the event Consultant or any other party encounters undisclosed Hazardous Materials, Consultant shall notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Consultant may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of Services on that portion of the project affected by Hazardous Material until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous material; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Client shall indemnify, defend and save Consultant and its affiliates, subconsultants, agents, and suppliers of any tier, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all Losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, Losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance or disposal of Hazardous Material, whether above or below ground and not brought to a Client site or other proposed project site by Consultant in the performance of the Services without Client's approval.

## 11. CHANGES

11.1 The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the Services under a Work Authorization ("Modification"). In the event the Parties agree to a Modification to add additional Services, or to make other modifications to the Services, Consultant's compensation, the schedule and any other relevant terms and conditions of the applicable Work Authorization shall be equitably adjusted prior to performance of such Services.

## 12. OWNERSHIP OF DOCUMENTS

12.1 Consultant grants to Client a transferable, irrevocable and perpetual royalty-free license to retain and use all work products delivered to Client for any purpose in connection with the project specified in each Work Authorization, upon full payment by Client for Consultant's Services. Client also may use such work product for other purposes with Consultant's written consent. Re-use of any such work product by Client on any extension of the project or on any other project without the written authorization of Consultant shall be at Client's sole risk and Client shall indemnify, defend and save Consultant and its affiliates, consultants, agents, subcontractors and suppliers of any tier, and any and all employees, officers and directors of any of the foregoing, if any, from and against any and all Losses suffered as a result of, or arising out of, or in connection with such re-use. Consultant shall have the right to retain copies of all such work product. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

## 13. TERMINATION/SUSPENSION

13.1 Client may terminate all or any portion of the Services under one or more Work Authorizations for convenience, at its option, by sending a written notice to Consultant. Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Consultant upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. Any suspension of Services by Client shall result in an equitable adjustment to Consultant's compensation, time for performance, or any of its other obligations under a Work Authorization.

## 14. FORCE MAJEURE

14.1 Any delay or failure of Consultant in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of Consultant and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, Consultant shall receive an equitable adjustment extending Consultant's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to Consultant's compensation sufficient to account for any increased cost in performance or loss or damage suffered by Consultant.

## 15. RESPONSIBILITIES OF CLIENT

15.1 Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify to Consultant the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to Client

existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to Consultant full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. In the event Consultant is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Consultant is not a party, Client shall pay Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

15.2 Consultant may rely upon and use in the performance of any Services information supplied to it by Client without independent verification and Consultant shall not be responsible for defects in its Services attributable to its reliance upon or use of such information.

## 17. TERM

17.1 Unless otherwise specified, the term of this Agreement shall run from the Effective Date until Consultant has completed the Services and received all payments due under the Agreement.

## 18. GENERAL

18.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes its binding agreement enforceable against it. This Agreement and any executed Work Authorizations supersede all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement or any Work Authorization(s), and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

18.2 This Agreement and Work Authorization(s) may not be assigned by Consultant or Client in any way, including by operation of law, unless otherwise mutually agreed to in writing, any such attempted non-authorized assignment shall be null and void and of no force or effect.

18.3 Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the Services provided hereunder shall constitute or provide for, and Consultant shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Unless otherwise expressly included in a Work Authorization, Consultant shall under no circumstances provide as part of the Services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by Client with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

18.4 Notices shall be effective hereunder as follows only if in writing and addressed to the authorized representative designated in applicable Work Authorizations: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid).

18.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction; provided, however that if the project is located outside the United States, the laws of the State of California shall govern. Venue for any litigation shall be any state court or United States District Court having jurisdiction over the parties and subject matter.

18.6 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Client whether formally rejected by Consultant or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law.

18.7 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client or Consultant.

18.8 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof. The terms "hereof", "herein," "hereto" and similar words refer to the entire Agreement and not to any particular Article, Section, Attachment, Exhibit or any other subdivision of this Agreement. References to "day" or "days" shall mean calendar days unless specified otherwise.

18.9 The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

18.10 It is understood and agreed that any delay, waiver or omission by Consultant or Client to exercise any right or power arising from any breach



or default by Client or Consultant in any of the terms, provisions or covenants of this Agreement or any Work Authorization shall not be construed to be a waiver by Consultant or Client of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Consultant or Client.

19. ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, which are attached hereto, are part of this Agreement.

Attachment 1 – Work Authorization

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

CITY OF GREEN

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

URS CORPORATION

By: Gary F. Hribar  
(Signature)

Name: Gary F. Hribar  
(Printed)

Title: VP, Managing Principal



ATTACHMENT 1

LUMP SUM WORK AUTHORIZATION NO. 1

In accordance with the Agreement for Consulting and Professional Services between City of Green ("Client"), and URS Corporation, a Nevada corporation, dated July 5, 2012, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation - Ohio ("Consultant") on the Project known as:

City of Green Ball Field Improvements

**Client Authorized**

**Representative:** Randall Monteith, Service Director  
**Address:** 1755 Town Park Blvd.  
Green, Ohio 44232-0278  
**Telephone No.:** 330 896-4176

**Consultant Authorized**

**Representative:** Gary F. Hribar, Managing Principal  
**Address:** 1375 Euclid Avenue, Suite 600  
Cleveland, Ohio  
**Telephone No.:** 216 622 2400

**SERVICES.** The Services shall be described in Attachment A to this Work Order. [be sure Attachment identifies proper URS entity to perform the services]

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment A to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT AND EQUITABLE ADJUSTMENTS.** This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment A to this Work Authorization. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

**CITY OF GREEN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

**URS CORPORATION**

Gary F. Hribar  
Signature

Gary F. Hribar, VP, Managing Principal  
Typed Name/Title

July 5, 2012  
Date of Signature

## Molly Stevens

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**From:** Randall Monteith  
**Sent:** Thursday, July 05, 2012 10:50 AM  
**To:** City Council  
**Cc:** Dick Norton; Steve Pruneski; Larry Rush; 'Stephen Pruneski'  
**Subject:** Proposed Resolution 32-2012

The reference resolution is being finalized and will be presented to Council on July 10.

The purpose of the resolution is to allow the Mayor to hire a consultant (URS) to provide architectural and engineering services. The contract allows for the addition of 1 baseball field at Greensburg Park and 3 at East Liberty as well as make other improvements as necessary.

A copy of the agreement is to be delivered tomorrow and will be provided for review when available.

Because of the desire to have the new fields ready for play during 2013 I am requesting first reading approval of Resolution 32-2012.

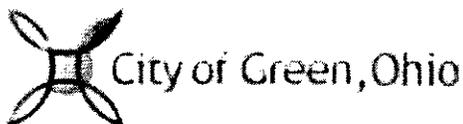
If you require additional information or have any questions in preparation of the meeting please advise.

Thank you for your consideration.

Randy

***Randall A. Monteith, P.E.***

Director, Department of Public Service



1755 Town Park Boulevard  
P.O. Box 278  
Green, Ohio 44232-0278  
(330) 896-4176 Office  
(330) 896-6606 Fax  
[RMonteith@cityofgreen.org](mailto:RMonteith@cityofgreen.org)

## **ATTACHMENT "A"**

### **SCOPE OF SERVICES**

#### **ENGINEERING AND DESIGN SERVICES FOR THE CITY OF GREEN BALLFIELD IMPROVEMENT PROJECT FOR THE CITY OF GREEN**

##### **PROJECT UNDERSTANDING**

URS has been selected to provide a suite of Engineering and Landscape Architectural services to the City of Green for the ball field improvements at East Liberty and Greensburg Parks. The proposed ball fields are intended to offset the pending loss of the three fields at the Green Youth Sports Complex. The improvements for East Liberty and Greensburg Parks will be designed and constructed as one design and construction package. The proposal is based upon a scope review meeting for the ball field improvements with the City of Green on May 9, 2012.

East Liberty Park consists of an existing play structure, picnic shelter, tennis courts, basketball courts, and parking. The 'open' field to the south of the basketball and tennis courts are rarely used as it was intended to be used for soccer and lacrosse. This area has been identified as an ideal location for the expansion of new ball fields.

The project objective for East Liberty Park includes designing and constructing three new youth baseball / softball fields on the 'open' field with an outfield of approximately 200' to 220' at the foul poles. The ball field improvement may require moving the existing play structure, raising catch basins, regrading the site, improving drainage, and moving and reusing fencing.

Greensburg Park consists of four existing ball fields, parking, picnic shelter, play structure, and restrooms. The increased demand for youth baseball and adult softball has required the need for the new F/E ball field. An open area to the west of the existing fields near the park entrance will be utilized for the new field. The ball field design will be coordinated with the Parks and Recreation Division along with the City of Green School District.

The project objective for Greensburg Park includes additional parking, a new flexible baseball field with an outfield approximately 320' to the foul poles, fencing, dugouts, irrigation, sports lighting, regrading the site, and an underdrainage system.

Services to be provided by this proposal include Survey, Landscape Architecture, Site Civil Engineering, Utility Engineering, Electrical Engineering, and Construction Administration as well as infield modifications to the four existing fields.

##### **BASIC SCOPE OF SERVICES**

###### **TASK 1 SURVEYING**

URS shall provide professional surveying services obtaining topographic and boundary survey information in the area of the proposed ball field construction at East Liberty Park and being parcel 2812453 of the Summit County Auditor's Office and Greensburg Park and being parcel 2813047 of the Summit County Auditor's Office.

URS shall provide the following services during the Surveying Phase:

- URS will obtain topographic survey information at the above referenced site. Improvements to be located may be, but are not limited to, driveways, storm sewer structures and ground site features.
- URS will establish the northerly property lines of the parcels located due south of the East Liberty proposed ball field construction.
- URS will establish the southerly and easterly property lines of the parcels located due north and west of the Greensburg proposed ball field construction.
- An AutoCAD 2011 Civil 3-D topographic survey basemap with one foot contours will be prepared for only the areas surveyed.
- URS base mapping will be related to the Ohio State Plane Coordinate System.
- URS cannot be held responsible for items covered by snow, automobiles, debris, dense vegetation or other physical obstructions.
- This scope assumes work to be performed during the year 2012 and while snow cover is not present at the site.
- Research of existing easements & encumbrances is not included.
- A boundary survey of this entire site per OAC Chapter 4733-37 would not be performed.
- Ohio Utilities Protection Service (OUPS) will not be contacted.
- Incorporate the surveyed area basemap into an existing basemap provided by the owner.
- Return field visit(s) to perform any survey work outside this Scope of Services.
- Establish (3) three bench marks with horizontal and vertical data at each site for construction purposes.

## **TASK 2 SITE INVENTORY/ANALYSIS AND MASTER PLANNING**

URS staff will review the survey data and existing conditions to develop the inventory/analysis and planning documents.

URS Landscape Architects shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- Assess and evaluate the existing grades to minimize required earthwork for ball field grading.
- Evaluate the existing site hydrology, and identify potential location of BMPs.
- Coordinate the disciplines and create drawings that summarize the site analysis and inventory phase.
- Fit study for each park to confirm ball field size, distance between fields, parking and impacts to play structures or site utilities.
- Locate a future restroom at East Liberty Park.
- Planning will be limited to the designated ball field area as described in the review meeting with the City of Green.
- Verify the pressure in the pump is adequate for irrigation and no additional waterline analysis model(s) will be performed.
- Evaluate the condition of the infield for the four existing fields at Greensburg Park for the purpose of renovating the existing infields.
- Create a preliminary plan for review and approval by the City of Green
- Incorporate comments on the final site plan to move into Construction Documents (CDs).

URS Civil Engineers shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- Assess the existing utility locations, to determine if relocation may be necessary
- Evaluate the proposed layout of facilities to determine preliminary earthwork.
- Determine the Hydrologic characteristics of the site to determine stormwater runoff amounts and prepare preliminary storm sewer collection system layout.
- Review layout of fencing, lighting and improvements with respect to sideyard setback distance to private property.

URS Electrical Engineers shall provide the following services during the Site Analysis/Inventory and Master Planning Phase:

- URS Engineers shall visit the site to ascertain existing conditions and equipment associated with the installation of the proposed work.
- URS will require the assistance of maintenance personnel to gain access to rooms, spaces, equipment, and for identification of panels/circuits affected by the installation, as is necessary for the Project design. URS will also need to review any existing drawings or documentation available and pertinent to the design. URS may wish to photograph selected items for reference.
- Evaluate the existing electrical systems and components as necessary to determine capacity for proposed additional loads.
- Testing of the existing electrical system is not included.

The engineer's estimate of the final plan will include unit costs and line items for all improvements. The line items will be broken down for each park separately on one estimate.

### **TASK 3 CONSTRUCTION DOCUMENTS (30%, 70%, 100%)**

URS Landscape Architects shall provide the following services during the Construction Document Phase:

- The final site improvement plans shall include the design of all ball field components:
  1. Infield which includes soil type, and design
  2. Underdrain system to drain ball field, and connect to the storm sewer
  3. Backstops with fencing or netting
  4. Irrigation system and quick couplers as directed
  5. Chain-link sideline and outfield fencing
  6. Walks to the field from the parking lot and bleacher pads
  7. Dugout structures and concrete pad
  8. General park landscape with low maintenance materials and plantings
- The technical specifications will be prepared for bid and construction.
- Assemble a project manual that includes the advertisement for bid, front end documentation, prevailing wage rates, and technical specifications.
- Drawings will be sealed and coordinated for all permit submittals required. The City of Green is responsible for all permit fees associated with the ball field improvements.

URS Civil Engineers shall provide the following services during the Construction Document Phase:

- The final site/civil improvement plans shall include the following components:
  1. Coordinate Grading Plan with Landscape Architect
  2. Storm Sewer Collection Plan
  3. Site Layout Plan

4. Existing Utility Relocation Plan (If needed)
  5. Storm Water Pollution Protection Plan and Details
  6. Site Details
- Technical specifications for bidding and construction.
  - No offsite utility extension or design is included.

URS Electrical Engineers shall provide the following services during the Construction Document Phase:

- URS Engineers will prepare such drawings and complete specifications as is required for bidding and construction of the electrical systems for the following:
  1. Baseball Field Lighting
  2. Parking Lot Lighting
- This will include design and specification of lighting fixtures, poles, controls, panelboard breakers, feeders, and branch circuit wiring to incorporate the above into the existing electrical system. It is planned to route all power from the existing electrical service. The sports lighting will be designed to match or be compatible with existing lighting.
- This scope of services includes electrical design work for Greensburg Park and does not include electrical design work at East Liberty Park.
- Verify the existing electrical service at Greensburg Park is adequate to power all the new work.

URS Structural Engineers shall provide the following services during the Construction Document Phase:

- URS Engineers will prepare such drawings and complete specifications as is required for bidding and construction for sports field lighting foundations, dugout structures, and backstops.

The detailed engineer's estimate of construction costs will be finalized based on completed Construction Documents (CD) s.

All documents will be prepared in electronic format using "AutoCAD" and Microsoft "Word" and provided electronically in AutoCAD, Word, and pdf format.

All review drawings shall be half size 11x17 drawings and the Client will receive three (3) full size sets of the final drawings and project manual issued for construction. Any additional printing is the responsibility of the owner or contractor.

#### **TASK 4 CONSTRUCTION ADMINISTRATION**

Once the project is advertised for bid the construction administration phase of the services will begin.

URS shall provide the following service during the Construction Administration Phase:

- Attend a pre-bid meeting, tabulate bids and provide a recommendation for construction.
- Attend pre-construction meeting and distribute comments to contractors.
- Review Contractor's shopdrawing submittals, and answer Contractor's questions (RFI).

- At completion of the work provide a “punch list” of work not completed or requiring adjustment to conform to the Construction Documents in closing out the Project.
- Review the Contractor's as-builts to insure they conform to the design.

**TASK 5 REVIEW MEETINGS**

**Design Phase**

URS will attend biweekly meetings during the duration of the design and bidding which is anticipated to last 3 months and will include maximum of (6) meetings. The meetings will be held at the City of Green.

**SCHEDULE**

**Design Phase**

Notice to Proceed	July 10
Survey	July 20
Site Inventory Analysis	July 27
Final Plan	August 3
50% CD	August 17
70% CD	August 31
100% CD	September 14
Bidding	September 17-October 1
Council Approval	October 3-17
Begin Construction	October 19

**Construction Phase**

**Greensburg Park**

Mobilization	October 19 2012
Utility and Underdrains	October 22 - November 5, 2012
Rough/Fine Grading, Infield	October 29 - November 19, 2012
Fencing	November 12-19, 2012
Seeding/Sod	November 19-23, 2012
Substantial Completion	November 27, 2012
Paving	April 15, 2013
Turf Review and Repair	May 1, 2013
Punch List	August 2013
Fields Available	September 2013

**East Liberty Park**

Mobilization	March 18, 2013
Utility and Underdrains	March 22 - April 5, 2013
Rough/Fine Grading, Infield	April 5 - 26, 2013
Fencing	April 22 - 26, 2013
Seeding	April 29, 2013
Substantial Completion	May 6, 2013
Turf Review and Repair	August, 2013
Punch List	October 2013
Fields Available	Spring 2014

**COMPENSATION**

URS' compensation for the above scope of services will be based on a lump sum basis itemized below totaling a not to exceed figure of Eighty-three thousand six hundred fourteen Dollars (\$83,614.00), which includes all reimbursable expenses for travel, and printing. Itemized tasks compensation is summarized below:

Task 1 Surveying	\$ 10,033.60
Task 2 Site Analysis/Inventory Master Planning	\$ 16,401.60
Task 3 Construction Documents	\$ 46,531.00
Task 4 Construction Administration	<u>\$ 10,647.80</u>
<b>Total</b>	<b>\$ 83,614.00</b>

Should payment not be received within 30 days from date of invoice, URS reserves the right to terminate work until payment is made.

URS will complete a detailed cost proposal for any Additional Services, if required. Fees for Additional Services performed beyond the Scope of Services identified herein shall be agreed to in writing.

**ADDITIONAL SERVICES**

URS shall provide services, when authorized in writing, in addition to those services set forth in Basic Services. Such services shall consist of providing any other services not otherwise included under Basic Services.

Fees for additional services shall be in accordance with terms mutually agreed to by both The City of Green and URS.

**GENERAL CONDITIONS UNDERSTANDING**

The proposed project requires expansion of, and connection to, existing structures, grades and utilities. Listed below are general design conditions and assumptions:

- Revisions or upgrades to existing building systems and utilities, including electrical, stormwater, irrigation is not required; simple tie-ins are required for the new work.
- No meetings with utility company will be required. URS will coordinate the design details with the City who will meet with any utility companies.
- No revisions or upgrades to existing building systems and utilities resulting from the permit review process are required.
- No identification, assessment, control, monitoring, or removal of asbestos related or other hazardous building materials is included.
- The project does not include any environmental work (e.g. removal of ACM, lead paint).
- No geotechnical exploration will be performed. We assume that all soil is suitable for standard foundations. All design and cost estimates will be based on historical geotechnical information provided by the City of Green.

### **CLIENT'S RESPONSIBILITIES**

- Client will provide any existing drawings of the buildings and site for our use and personnel shall assist URS Engineers with field investigations and data collection at the facility.
- Client shall provide full information regarding its goals and requirements for the project.
- Client shall designate a representative authorized to act on its behalf with respect to the project. All direction and authorization shall be by or through such representatives.
- Client shall examine documents submitted by URS and shall render decisions promptly, to avoid unreasonable delay in the progress of URS' services.
- Client shall provide Site Access.