

RESOLUTION NO.: 2012-R57 (AMENDED OCTOBER 23, 2012)
SPONSOR: MAYOR NORTON
INTRODUCED: OCTOBER 9, 2012 **ASSIGNED TO:** TCS

A RESOLUTION APPROVING A CONTRACT WITH MUNICIPAL SERVICE GROUP TO PERFORM PAVEMENT EVALUATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Green desires to evaluate pavement on the roadways in the City of Green; and

WHEREAS, the City of Green desires to enter into a contract with Municipal Service Group to perform pavement evaluations utilizing the "MicroPAVER" pavement management system; and

WHEREAS, the services contemplated by this proposed agreement are not included within the existing agreement between the City of Green and Municipal Service Group and requires Council approval pursuant to the provisions of Ordinance 2010-04.

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

SECTION ONE:

City Council authorizes the City of Green to enter into a contract with Municipal Service Group to provide pavement evaluation services pursuant to the terms in the Agreement attached as **AMENDED** Exhibit "A."

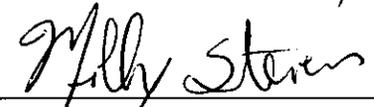
SECTION TWO:

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 meetings of this Council and any deliberations of this Council 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 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: Oct. 23, 2012

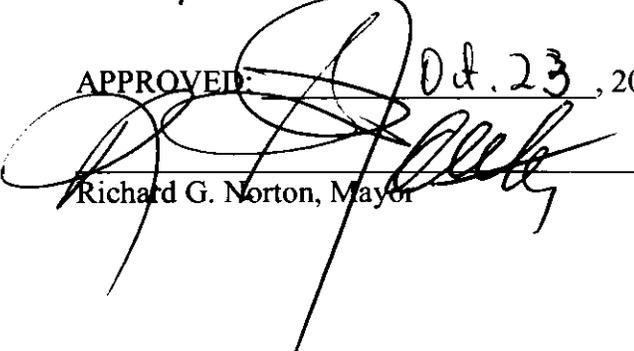


Molly Stevens, Clerk



Joel Reed, Council President

APPROVED: Oct. 23, 2012



Richard G. Norton, Mayor

ENACTED EFFECTIVE: Oct. 23, 2012

ON ROLL CALL: Colopy -ye France -ye Humphrey -ye Knodel -ye
Neugebauer, ye Reed -ye Summerville -ABSENT Adopted 6-0.

Suburbanite publication on Oct. 28 and Nov. 4, 2012

Molly Stevens
Molly Stevens, Clerk

10/23/2012 Approved as to form and content by Stephen J. Pruneski, Law Director SSP 10/23/2012
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EXHIBIT A
2012-R57

Professional Service/Consultant Agreement

This Agreement was made effective this ____ day of _____, 2012, between the City of Green ("Green"), P. O. Box 278, 1755 Town Park Boulevard, Green, Ohio 44232-0278 and Municipal Service Group, Inc. ("MSG"); an Ohio Corporation whose address is 3700 Massillon Road, Suite 341, Green, Ohio 44232.

- I. **Agreement:** Green desires to obtain the services of MSG to perform pavement evaluations utilizing the "MicroPAVER" pavement management system. MSG desires to provide these services to Green, as a consultant.

- II. **Services:** MSG shall provide the services to Green as set forth in attached Exhibit "A". In addition to those services, MSG shall also:
 - a. Core and analyze existing pavement structure.
 - b. Develop and organize the pavement inventory.
 - c. Develop maintenance and repair scenarios based on conditions found during the evaluations.
 - d. Review and revise City of Green standard drawings and specifications for milling, resurfacing, full depth pavement repairs, etc.
 - e. Prepare specifications and plans for areas of the work not covered by standard drawing.
 - f. Prepare bid documents, including technical plans and specifications, contract documents, general conditions, etc.
 - g. Provide construction management services in preparation of bidding and throughout the construction process.

- III. **Compensation:** In consideration for the services to be rendered by MSG, Green shall compensate MSG pursuant to the Schedule of Rates set forth in Exhibit "A". MSG will invoice Green weekly. Green shall pay the invoices within thirty (30) days of receipt.

- IV. **Term:** The term of this Agreement shall commence upon approval of this Agreement by City of Green's City Council and shall continue until December 31, 2015. However, this Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice.

- V. **Independent Contractor:** Both Green and MSG agree that MSG is providing services pursuant to the Agreement as an independent contractor/consultant to Green. Both parties further stipulate that MSG's employees is/are not and will not be considered an employee of the City of Green for federal or state tax purposes.

- VI. **Indemnity by MSG.** MSG agrees that it shall indemnify, defend and hold Green harmless from any and all liability, actions, claims or causes of action asserted against Green and arising out of or related to any work performed by MSG for Green pursuant to the terms

of this Agreement. These terms shall not apply to claims made or asserted that arise solely out of the acts of Green or its employees.

- VII. Confidentiality: Green and MSG acknowledge that Green is a governmental entity, subject to the Sunshine and Public Records Laws of the State of Ohio. To the extent that Green has any confidential information that need not be disclosed pursuant to applicable law, MSG agrees, warrants and represents that all such confidential and/or proprietary information will be held in confidence and MSG will not at any time during his engagement with Green use, quote, disclose, disseminate or publish, directly or indirectly, in any manner, any confidential and/or proprietary information without the prior written consent of Mayor Norton.
- VIII. Intellectual Property Rights: All rights, title and interest in any intellectual property (conceived either individually or jointly), including any inventions whether patentable or not, trademark or copyrights which arise out of performance under this Agreement are "works made for hire" as defined under U.S. copyright law.
- IX. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other Agreement, statement or promise related to the subject matter of this Agreement that is not contained within this Agreement shall be valid or binding.
- X. Assignment: This Agreement and the duties and obligations provided pursuant to this Agreement may be assigned to JG3 Consulting, LLC, only. MSG shall not assign the services or work to any other individual or entity.
- XI. Applicable Law: This Agreement shall be governed by the laws of the State of Ohio.
- XII. Amendment: This Agreement may only be amended by a writing executed by both parties.
- XIII. Legal Construction: In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be considered as if the invalid, illegal or unenforceable provision was not part of the Agreement.
- XIV. Notice: Any notice to be provided under this Agreement shall be sent to the parties as follows:

City of Green
c/o Mayor Richard Norton
P. O. Box 278
Green, OH 44232-0278

Municipal Service Group, Inc.
ATTN: Dave Hart
3700 Massillon Road, Suite 341
Green 44232

IN WITNESS WHEREOF the parties have executed this Agreement.

The City of Green

Municipal Service Group, Inc.

By its Mayor, Richard G. Norton

By: _____
Its: _____

Approved As To Form:

Federal Tax I.D. No. _____

Stephen J. Pruneski, its Law Director

Exhibit A to Exhibit A
Resolution 2012-R57



PROFESSIONAL SERVICE PROPOSAL (REVISED 09.27.12)

September 17, 2012

Mr. Randall Monteith, P.E.
City of Green
1755 Town Park Boulevard
P.O. Box 278
Green, OH 44232-0278

Subject Project: City of Green Existing Roadway Data Collections and Rating system implementation.

Dear Mr. Monteith,

Municipal Service Group (MSG) is pleased to present our firm's proposal to the City of Green (owner) for Data Collection of Roadways areas and a rating system for the measured roadways. As our company's history has proven, we bring expertise and experience for each and every project we perform for our municipal clients. We will be using a sub-consultant JG3 to perform the micro paver assessment of the roadway ratings.

Our Expertise

Municipal Service Group staff has a combined 80 years of history in paving, pavement ratings, and development of rating systems. We have experience with micro paver, surface rating system, pavement quality indexing, and others.

JG3 is an expert with developing pavement ratings using microPAVER. This is their core business and they share the same philosophy on service to their clients as MSG.

TASK1 DATA COLLECTION, DATA MUNIPULATION, REPORTS MSG/JG3 will provide the following scope based upon the 8 step approach for the CITY OF GREEN pavement management project:

Using a combination of electronic and field collected data, a MicroPAVER inventory database will be created. This database will be comprised of 1 Roadway Network, All Branches (roadways) maintained by CITY OF GREEN as well as corresponding sections. As a general rule all pavement sections will be broken down intersection by intersection and defined from center of intersection to center of intersection.

Intersections – MSG/JG3 is currently recommending following the centerline approach for sectioning the pavement network due to project time constraints and current project schedule. Future intersection definition across the pavement network can be defined, inventoried and inspected later. However, if the client wishes to complete intersections data relative to mains, an additional fee can be established and the work completed within this calendar year.

Following the ASTM standard inspection process, representative sample units will be inspected to provide a PCI score for each section.

A final "State of Roads" report will be generated outlining all inventory items as well as their current PCI score and condition category.

MSG/JG3 will consult with CITY OF GREEN to determine appropriate cost/site information to ensure proper system table definition within MicroPAVER.

Pavement models will be developed for the region to determine appropriate deduct curve for future maintenance and rehabilitation planning, condition analysis and forecasting.

Project planning based on current maintenance strategies, costs and CITY OF GREEN budget will be developed for both long term and short term scenarios. Examples include (but are not limited to):

Budget Consequence

Analysis and result of a \$2 Million budget in year 1 and cost to maintain over the next 4 years.

Analysis and result of a variable budget over a 5 year period.

Budget Requirement

Determine necessary funding over a period of "X" years to maintain the current PCI of "X".

Determine necessary funding over a period of "X" years to achieve a goal PCI of "X".

MSG/JG3 will provide on-site implementation/training services to ensure MicroPAVER, system tables and personnel use is fully functional and operational.

Unlimited continued support via telephone, email and internet (remote) will be available as well as 1 on-site visit for the duration of one year from project completion.

TASK 2 MAINTENANCE PLAN a long term maintenance plan will be developed using microPAVER rating system. The long term maintenance plan will identify a three tier option for the individual roadway or segment of roadway, the plan will be fully integrated into a muni-works type software package. The options for maintenance will not be limited to repaving, but open to all types of standardized best maintenance practices for surface treatments used currently in municipalities (fog seal, dura-patcher, crack seal, rejuvenation sealers, chip/seal, polymer chip seal, seal coat, double seal coat, micro surfacing and thin hot mix overlays). The plan will also identify industry standards for installation that pertain to the BMP's. The plan will be broken into preventative, corrective, and emergency measures and applied to the street ratings.

TASK3 RATING INSTRUCTION MANUAL a photographic and written instructional manual (3 copies) will be included. 16 hours of hands on field and classroom instruction is included for up to 3 persons. This will allow the client to better understand the microPAVER results and reports. It will allow for data to be input into PUB WORKS.

ADDITIONAL TASKS (ADD T)

ADD T-1 -CORES- cores of selected roadway sections can completed at \$35.00 each. Analysis of cores can be completed for \$15.00 ea. A table will be generated with information and assistance

with data entry into GIS Data base. The client will specify and physically mark all core locations. MSG can develop a core marking plan at an additional fee.

ADD T-2- MAINTENANCE PLAN UPDATES – a three-year update will be completed for \$400.00 each year. Delivery of records by client is mandatory.

ADD T-3- REPAVING SCHEDULE-a systematic schedule based on clients expected budget. The schedule is ever-changing and can be integrated into a municipal works software program. The initial schedule will include a 5 year plan that can be modified as work progresses on the road infrastructure.

ADD T 4 A-F 2013-2015 CITY OF GREEN PAVEMENT PROJECTS- MSG will provide the following scope of services for multi- year work. The multi- year stipulation is to allow for consistency in the infancy of this program. Refinement and possible expansion of the parameters may be necessary. The authors of the project are in the best and fiscally most efficient position to enact any changes, additions and or deletions.

ADD T 4-A. DEVELOPMENT OF PAVING PLAN DEVELOPMENT (PLANS AND SPECIFICATIONS)

1. Using information collected from JG3 reports, core information and field observation, MSG will develop existing and proposed cross-sections for development of the paving specifications of proposed repaving inventory;
2. Development of preliminary quantities/costs for budgetary review by owner.
3. Review meeting with all owners' decision makers.

ADD T 4-B. DEVELOPMENT OF SPECIFICATIONS AND STANDARDS - milling and resurfacing such as, but not limited to, the following:

1. COG/ODOT 254 Pavement planning specifications
2. COG/ODOT 448 Pavement specifications
3. Standard Drawings.
4. Non-Standard Drawings (special circumstances)

ADD T 4 C. BID DOCUMENTS DEVELOPMENT

1. Bidding documents
2. Contract documents
3. General conditions documents

ADD T 4- D. TECHNICAL SPECIFICATIONS DEVELOPMENT.

1. Federal Aid Construction Contract Statement
2. EEO compliance
3. Contractor Safety Policy
4. Prevailing Wage Reporting and Compliance Forms
5. Resurfacing Project Plan and Specifications

ADD T 4- E. MEETINGS

1. Attend up to 4 meetings – pre final plan, plan update, pre bid, and pre construction meetings, or any other up to the allowed 4. Additional meetings MSG will be compensated set hourly rate per MASTER AGREEMENT WITH COG 2011 (2010 APPROVED MSG COMPENSATION RATES- rates below).

ADD T 5- F PROJECT MANAGEMENT/PROJECT REPRESENTATIVE (FIELD)

1. Supply one each:
 - a. (1) On-site project representative per paving project. The inspector's qualifications will be a minimum of 10 years actual paving inspection or paving operations background. We will follow DOT inspection protocol and inspection

- record keeping. The scope of the inspector will be to oversee daily production and record keeping, along with measurements and daily quantity reconciliation.
- b. Supply one (1) Senior Project Manager (SPM) per paving project. The SPM qualifications will be a PE in good standing, +25 years paving and paving program experience. The scope of the Senior Project Manager will be to supervise daily operations, review quantity, and develop and process contractor invoices.
 - c. Supply one (1) Construction Manager (CM) per project. The CM qualifications will be +25 years of paving/construction experience, specialty in process management. The scope of the CM will be to communicate with clients, residents and general public information vital to proposed road delays and or closures. Coordinate MOT operations.

FEE SCHEDULE FOR TASK CONTEMPLATED WITHIN THIS PROPOSAL

TASK 1 JG3 DATA COLLECTION 189 CL MILES+ MSG OVERSIGHT	\$39,435.00
TASK 1-A MSG FIELD MANagements AND DATA VERIFICATION (HRLY)	\$ 7,500.00
TASK 2 MAINTENANCE PLAN	\$5,400.00
TASK 3 RATING INSTRUCTIONS MANUAL	\$2,520.00
ADDT-1 CORES/ ANALYSIS \$50.00 EA X 100(TBD)	\$5,000.00
ADDT-2 MAINTENANCE PLAN UPDATE (3-yrs.)	\$1,200.00
ADDT 3 REPAVING SCHEDULE PER YEAR OF PROGRAM (3-year)	\$3,500.00
POTENTIAL SCOPE REDUCTION AND DISCOUNT	-\$7,355.00
	<u>\$57,200.00</u>
ADDT-4 A-E 2013-2015 REPAVING PROGRAM PLANS DEVELOPMENT (BASE ON \$1 Million dollars of paving in 1 calendar year)	\$36,000.00/yr
ADDT -5 2013-2015 REPAVING PROGRAM INSPECTIONS - HOURLY BASED ON 2010 APPROVED MSG COMPENSATION RATE (BELOW)	TBD
TOTAL	\$ 93,200.00

2010 APPROVED MSG COMPENSATION RATES

Construction Manager	\$105.00/HR.
Senior Project Manager	\$85.00/HR.
Project Manager	\$75.00/HR.
Project Representative	\$55.00/HR.
Administration	\$40.00/HR.
Intern/Research Assistant	\$40.00/HR.

PRODUCTION SCHEDULE

Once authorized Municipal Service Group can will complete all takes (except additional) within 90 days of acceptance. Task ADDT-4 (A-E) will be completed prior to January 30, 2013. All tasks timelines are dependent upon timely authorization, cooperation and sharing of information by the owner.

OUT OF SCOPE WORK NOT INCLUDED IN THIS PROPOSAL

Experience indicates that certain additional items of work may be required or necessary which MUNICIPAL SERVICE GROUP cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions listed below on "Fees and Payments" for the performance of the Work. Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Proposal, all such descriptions are intended to be encompassed within the term "Additional Work".

For Client's reference, items contained in the addenda marked as "OUT OF SCOPE WORK NOT INCLUDED IN THIS PROPOSAL" to complete the Work but that are expressly excluded from the Scope of Services listed above. In review of their exclusion from this Proposal, MUNICIPAL SERVICE GROUP is not and shall not be held responsible for their performance as Work within the Scope of Services. The services of MSG are agreed upon by both the owner and MSG as a "Not at Risk-Project Management Company". (See MSG Statement of Practices Additional Work).

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by MUNICIPAL SERVICE GROUP to Client of the anticipated fees or completion schedule for its services hereunder is understood to be informational only. MUNICIPAL SERVICE GROUP does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Work or any component thereof, and shall bill and be paid for any fees generated that exceed these fee estimates.

We anticipate that the Work or Additional Work proposed herein may not take longer than one (1) construction season to complete. In that event, the fees/rates quoted are subject to an automatic increase of 15% in accordance with the ADJUSTMENTS TO QUOTATION provision in the attached General Provisions.

FEES AND PAYMENT FOR ADDITIONAL WORK

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms described for the Work above or as mutually agreed upon in writing when the Client orders the Additional Work. Any/All additional work will require a revised proposal executed by both parties prior to any work commencing.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, the Client shall also pay to MUNICIPAL SERVICE GROUP the following charges:

- A. Cost for fees associated with the filing of applications and permits and for reproductions and prints, special mailings, and courier fees as requested or required in MUNICIPAL SERVICE GROUP'S normal performance of authorized work.
- B. Fifty five cents (\$0.55) per mile for all automobile mileage associated with MUNICIPAL SERVICE GROUP normal performance of the authorized Work. The vehicles used on project are \$35.00/day. The vehicles will be DOT approved with proper strobes, lights and safety equipment.

Based upon currently available information, MUNICIPAL SERVICE GROUP estimates that the fees for the Direct Expenses and Charges associated with the performance of the work stated in the Scope of Services above will be approximately as follows:

Mileage 35 miles/day at \$0.55/mile	\$19.25/day	084	09.28.12
Vehicle charge	\$35.00/day		
Total Estimate of Direct Expense/day	\$54.25/day	38.06	09.28.12
Reproduction	Direct Cost x 0.15		
Permits	Direct Cost x 0.15		

MUNICIPAL SERVICE GROUP estimates a cost of \$3000.00 for direct reimbursable items, not including section ADDT 5. The direct reimbursable will be determined for item ADDT 5 at time of the project.

MUNICIPAL SERVICE GROUP will have the right, at its expense, to post prominently on the subject property a sign advertising the fact that MUNICIPAL SERVICE GROUP is providing municipal project management services for the Project.

MUNICIPAL SERVICE GROUP will submit weekly invoices for the Work, Additional Work rendered; and the Direct Expenses and Charges incurred. Client shall make prompt monthly payments in response to MUNICIPAL SERVICE GROUP weekly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If Client accepts this Proposal, then the General Provisions along with the Proposal shall constitute a complete and binding contract between MUNICIPAL SERVICE GROUP and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

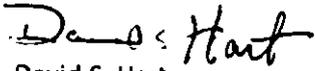
If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to MUNICIPAL SERVICE GROUP's office. This proposal and General Provisions will then constitute our entire Agreement.

MUNICIPAL SERVICE GROUP reserves the right to terminate this contract in the event the Client,

in the sole judgment of MUNICIPAL SERVICE GROUP fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer, which MUNICIPAL SERVICE GROUP, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

MUNICIPAL SERVICE GROUP welcomes the opportunity to serve The City of Green and looks forward to working with Randall Monteith, P.E., and Paul Oberdorfer on this project.

I Remain,



David S. Hart
Municipal Service Group -Owner

ACCEPTANCE

City of Green, in consideration of the terms and conditions of the Proposal, which is fully set forth herein, does hereby accept this proposal as the complete and final Agreement with MUNICIPAL SERVICE GROUP, for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this agreement.

Accepted by:

_____, it's: _____, date: _____
Sign and print name

As to its form:

_____, it's: _____, date: _____
Sign and print name

