

**RESOLUTION NO.:** 2013-R07  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** FEBRUARY 12, 2013

**ASSIGNED TO:** FINANCE

**A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A CONTRACT WITH GPD GROUP FOR PROFESSIONAL ENGINEERING SERVICES FOR THE GRAYBILL ROAD IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, the City routinely contracts with numerous engineering firms for various types of engineering services; and

WHEREAS, as part of the Heritage Crossings Development, the City of Green desires to hire GPD Group to provide engineering design services for the Massillon Road/Graybill Road intersection and further provide preliminary engineering services for improvements to Graybill Road from the intersection east to the Interstate 77 overpass; and

WHEREAS, the funds necessary to pay for these services have already been approved as part of the Capital Budget, Resolution 2012-R72, which was unanimously approved by City Council at its January 22, 2013 meeting; and

WHEREAS, as a result of the passage of Ordinance 2010-04, it is necessary for City Council to approve the hiring of GPD Group for the proposed services.

**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 Green to hire GPD Group to provide engineering design services for the Massillon Road/Graybill Road intersection and further provide preliminary engineering services for improvements to Graybill Road from the intersection east to Interstate 77 overpass. The services to be provided by GPD Group are detailed Professional Service/Consultant Agreement 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 meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action 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: Feb. 26, 2013

Molly Stevens  
Molly Stevens, Clerk

Dave France  
Dave France, Council President

APPROVED: Feb. 27, 2013

Richard G. Norton  
Richard G. Norton, Mayor

COPIED  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: Feb. 27, 2013

ON ROLL CALL: Colopy -yeah France -yea Humphrey -yea Knodel -yea  
Neugebauer ye- Reed -yea Summerville -Absent Adopted 6-0

Suburbanite publication on March 3 and March 10, 2013

Molly Stevens  
Molly Stevens, Clerk

02/06/2013 Approved as to form and content by Stephen J. Pruneski, Law Director SP 2/6/2013

**Professional Service/Consultant Agreement**

This Amendment is made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Green ("Green") and GPD Group ("GPD") for Engineering Services related to the Massillon Road/Graybill Road Improvements Project ("Project").

- I. Agreement: City Council, by Resolution 2013-R07, has authorized Green to enter into an Agreement for Professional Services with GPD for the Graybill Road Improvements Project as detailed in the proposal attached as Exhibit "1."
- II. Services: Green and GPD has determined it is necessary to hire GPD to provide engineering design services for the Massillon Road/Graybill Road intersection and further provide preliminary engineering services for improvements to Graybill Road from the intersection east to the Interstate 77 overpass.
- III. Compensation: Green shall compensate GPD as set forth in Exhibit "1."
- IV. Term: All services contemplated by this Agreement shall be performed on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. This Agreement may be terminated by either party upon a thirty (30) day written notice. Upon termination Green agrees to pay GPD for all work performed to the date of termination.
- V. Independent Contractor: Both Green and GPD agree that GPD is providing services pursuant to the Agreement as an independent contractor/consultant to Green. Both parties further stipulate that GPD'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 GPD. GPD 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 GPD 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 GPD 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, GPD agrees, warrants and represents that all such confidential and/or proprietary information will be held in confidence and GPD 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 shall not be assigned by GPD.
- 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, Ohio 44232-0278

GPD Group  
ATTN: David Martin  
520 South Main Street, Suite 2531  
Akron, Ohio 44311

IN WITNESS WHEREOF the parties have executed this Agreement.

The City of Green

GPD Group

\_\_\_\_\_  
By its Mayor, Richard G. Norton

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

Approved As To Form:

Federal Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Stephen J. Pruneski, its Law Director



Exhibit 1  
2013-R07



**GPD GROUP.**  
Glanz, Pyle, Schramm, Burns & Oshroff, Inc.

**Akron Office**

520 South Main Street  
Suite 2531  
Akron, OH 44311

tel 330.572.2100  
fax 330.572.2101  
www.gpdgroup.com

Mr. Wayne Wiethe, AICP  
Director of Planning  
City of Green  
1755 Town Park Blvd.  
P.O. Box 278  
Green, Ohio 44232

December 10, 2012  
1212032.10

**Proposal for Professional Engineering Services  
Graybill Road Improvements  
(DRAFT)**

Dear Mr. Wiethe:

GPD Group is pleased to have this opportunity to provide transportation engineering services for the Graybill Road Intersection Improvements in Green, Ohio. The enclosed proposal is based on the December 3, 2012 meeting between GPD Group and the City of Green's Planning and Engineering Departments.

**Project Understanding**

The Heritage Crossings Development is currently proposed on the corner of Massillon Road and Graybill Road, in the City of Green, Ohio. To facilitate this development, GPD has been requested to provide proposals for professional services to analyze and widen Graybill Road, from Massillon Road to the I-77 overpass. For budgetary and scheduling purposes, the project will be divided into **two separate projects**: the intersection widening, from Massillon Road to the Acme Drive into Heritage Crossings and the preliminary engineering study of Graybill Road Improvements from the termination of the intersection widening to the I-77 overpass. The City of Green is seeking professional services for the following:

**Intersection Improvements**

1. Design of approximately 1000 feet of roadway improvements, which meets the City of Green's specifications. The roadway will be widened to accommodate left turn lanes into the Heritage Crossing Development and onto Massillon Rd.
2. The basis of design is assumed to be a widening and resurfacing of Graybill Rd., from Massillon Rd. to the proposed development drive. The widening will extend through the Massillon Road Intersection to properly line up both approaches.
3. The Intent is to widen Graybill Road to the North, acquiring necessary property from the Heritage Crossings Development.
4. This proposal assumes that there will be no required review by ODOT and all permitting/review will be done by the City of Green.
5. R/W exhibits will be prepared for any additional R/W necessary for the improvements.
6. GPD will coordinate with the development team with respect to driveway placement and profile grade, and retaining wall placement and height.
7. Prepare and submit all necessary forms to Summit Soil and Water Conservation District for SWPPP approval.
8. Coordinate with the utility companies for any necessary utility relocations.
9. Coordinate with Summit County Health Department concerning the location of known septic systems.
10. Perform bidding assistance services on an as needed basis.



**Preliminary Engineering Study**

1. Analysis of approximately 1,500 feet of roadway, from the termination of the intersection widening to the I-77 overpass.
2. The roadway will be analyzed for design deficiencies, both horizontally and vertically.
3. GPD will evaluate lane assignments and widening scenarios.
4. GPD will identify any potential Permanent R/W acquisitions
5. GPD will horizontally lay out a conceptual storm sewer.
6. GPD will prepare a Preliminary Engineering Report with construction cost projections.
7. GPD will prepare a preliminary schematic plan, typical sections, plan/profile, cross sections and a pavement marking plan.

**Scope of Services****Intersection Improvements**

1. Surveying and Mapping
  - a. Project Control
    - i. Project shall be referenced horizontally to Ohio State Plane Coordinate System, North Zone NAD83(CORS96) datum and vertically to the NAVD88 datum based on GPS observations using ODOT VRS Network. Closed level circuits will be performed through all primary control and benchmarks.
    - ii. Primary project control shall be 5/8 inch by 30 inch rebar with red plastic caps stamped "GPD Control Point". Benchmarks will be established throughout the project area at approximately 500 foot spacing.
  - b. Boundary, C/L, and R/W Resolution
    - i. A boundary survey along Graybill Road will be completed to establish the existing right of way. Research of existing records will be completed to establish the existing boundaries through the project area along with the existing centerlines and right of way lines for the intersection of Massillon Road and Graybill Road and Graybill Road east through the project area.
  - c. Topographic Survey
    - i. Topographic survey will include approximately 120 foot wide path beginning at the intersection of Massillon Road and Graybill Road and extend along Graybill Road approximately 1000'. Topo along Massillon Road will extend north and south of the intersection with Graybill for 100'.
  - d. Drawings and Plats
    - i. Basemapping of survey and right of way/boundary resolution will be completed in MicroStation V8i. Survey information will be combined with LIDAR data from OGRIP or County GIS data as needed.
    - ii. A plat and legal description will be prepared for the additional right of way needed along the north side of Graybill Road and at intersection roundings, if needed.



**2. Traffic Modeling**

- a. No new Traffic Modeling is included with this project.
- b. GPD Group will review the OHM Draft Study and recommendations and compare those recommendations to the recommendations contained in the Traffic Impact Study that GPD Group prepared for the Heritage Crossings Development to determine recommended improvements at the Graybill Road intersection.
  - i. Note that this comparison and recommendations will be based upon the understanding that Franks Parkway will be extended to Graybill Road at some point.

**3. Roadway Design**

- a. GPD will incorporate the pavement design, as recommended by the geotechnical engineer.
- b. The proposed typical section will eliminate the existing ditches, installing a curb and sidewalk on both sides.
- c. GPD will design the drawings to meet the City of Green's specifications
- d. The roadway design package will include:
  - i. Roadway Schematic
  - ii. Plan and Profile, at 20 scale
  - iii. Cross Sections, spaced at 50 feet
  - iv. Intersection Details
  - v. Construction notes and details
  - vi. Plan quantities for all associated roadway items

**4. Maintenance of Traffic**

- a. Graybill Road will be constructed part width in order to maintain one lane of traffic in each direction during construction.

**5. Signing and Pavement Marking Plans**

- a. Pavement marking and signing plans will be required for the new, widened roadway.

**6. Signalization**

- a. Signalization plans will be required to update the traffic signal at the Graybill Road intersection due to the proposed widening.

**7. Drainage and Storm Water Management**

- a. Graybill Road will be upgraded from the existing roadway section with ditches, to a closed drainage section with curbing.
- b. GPD will design the storm drainage per the latest ODOT and City of Green requirements.
- c. It is anticipated that there will be sufficient fall and capacity to utilize the Massillon Road storm sewer as the outfall.
- d. GPD will coordinate with the Summit County Board of Health to quantify any legal septic tank tie-ins to the existing storm sewer.
- e. GPD will coordinate will incorporate post-construction BMP's pertaining to the roadway construction.
- f. GPD will coordinate with the Summit County SWCD for SWPPP approval during construction activities.
- g. GPD will complete bid quantities for all storm sewer and SWPPP components.



**8. Project Manual**

- a. GPD will provide a detailed project manual utilizing the standard City of Green bidding documents and general conditions.
- b. GPD will reference ODOT specifications for all associated storm drainage, traffic control and roadway items.
- c. GPD will prepare the bid quantities for a unit price format project.

**9. Bidding Assistance**

- a. GPD services will include preparation of the legal notice, responding to questions from potential bidders, preparation of written addenda for distribution by the City.
- b. If desired by the City, GPD can also prepare the bid tabulation, reviewing of bidder qualifications and making recommendation of the contract award.

**Preliminary Engineering Study****1. Surveying and Mapping**

- a. Project Control
  - i. Project shall be referenced horizontally to Ohio State Plane Coordinate System, North Zone NAD83(CORS96) datum and vertically to the NAVD88 datum based on GPS observations using ODOT VRS Network. Closed level circuits will be performed through all primary control and benchmarks.
  - ii. Primary project control shall be 5/8 inch by 30 inch rebar with red plastic caps stamped "GPD Control Point". Benchmarks will be established throughout the project area at approximately 500 foot spacing.
- b. Boundary, C/L, and R/W Resolution
  - i. A boundary survey along Graybill Road will be completed to establish the existing right of way. Research of existing records will be completed to establish the existing boundaries through the project area along with the existing centerline and right of way lines for Graybill Road east to the west line right of way line of I-77.
- c. Topographic Survey
  - i. Topographic survey will include approximately 120 foot wide path beginning at the end of the survey for Project 1 and extend to the approach of the bridge over I-77. A profile of the bridge over I-77 will also be completed. Topo will include location of septic systems based on visible evidence.
- d. Drawings and Plats
  - i. Basemapping of survey and right of way/boundary resolution will be completed in MicroStation V8i. Survey information will be combined with LIDAR data from OGRIP or county GIS data as needed.
  - ii. An exhibit drawing will be prepared for the additional right of way needed along the north side of Graybill Road.



**2. Traffic Modeling**

- a. No new detailed traffic modeling is included with this project.
- b. GPD Group will review the OHM Draft Study and recommendations and compare those recommendations to the recommendations contained in the Traffic Impact Study that GPD Group prepared for the Heritage Crossings Development to determine recommended improvements along Graybill Roadway from I-77 to the ACME Development Drive.
  - i. Note that this comparison and recommendations will be based upon the understanding that Franks Parkway will be extended to Graybill Road at some point.

**3. Roadway Analysis**

- a. GPD will incorporate the pavement design as incorporated into the intersection improvements.
- b. The proposed conceptual typical section will eliminate all ditches, and incorporate curbing and an enclosed drainage system.
- c. GPD will analyze the horizontal and vertical geometrics of the existing roadway.
- d. The preliminary design package will include:
  - i. Preliminary Plan and Profile sheets, at 20 scale
    1. No proposed underground utilities will be shown in profile view, purpose of profile is to show vertical roadway geometry only and impacts to existing utilities.
  - ii. Preliminary cross sections, at 100 feet
    1. No proposed underground utilities or structures will be shown, purpose of cross sections is to show grading impacts and establish construction limits and impacts to existing utilities.

**4. Drainage**

- a. The existing topography will be analyzed to determine placement and potential outfall locations of a storm sewer
- b. Drainage calculations will not be performed to determine catch basin spacing, storm sewer size, and/or Post-Construction BMP requirements.

**5. Preliminary Engineering Report**

- a. GPD will identify potential utility relocations
- b. GPD will identify potential permanent R/W takes
- c. Conceptual Opinion of Probable Cost
- d. Preliminary Plans
  - i. Schematic Plan identifying probable right of way takes
  - ii. Typical Sections
  - iii. Plan/Profile
  - iv. Cross Sections



#### v. Pavement Markings

##### **Assumptions**

1. GPD assumes the design process will require a minimum of two (2) field visits and four (4) project coordination and review meetings with the City of Green.
2. The City of Green will require two (2) submittals; one at 30% and again at 90% completion.
3. No ODOT review will be required.
4. GPD has incorporated 3 hours of coordination with the developer as part of this proposal. If 3 hours is insufficient to sustain the level of coordination required on this project, GPD will approach the City to discuss an agreed upon solution.
5. There is sufficient capacity and elevation to utilize the Massillon Road storm sewer as the outfall.
6. There is no change in roadway and/or intersection layout, major drive locations and stormwater conveyance/water quality after the approval of the 30% plan set.

##### **Exclusions**

1. GPD will not be required to attend any planning, zoning, and/or council meetings.
2. GPD is not scoped to perform the design of the water, gas, electric and communication lines. GPD will leave sufficient room outside the road and within the R/W or utility easements for these utilities to be relocated.
3. GPD will not be responsible for any environmental resource studies or permitting applications pertaining to wetlands, streams, Indiana Bat, or any archeological investigations.
4. Analyzing the available capacity of the Massillon Road storm sewer.
5. GPD will not perform title reports for the property involved in this project.
6. GPD will not be responsible for any R/W acquisition.
7. GPD Group will not be required to perform a System Analysis of Massillon Road. New timings will be provided for the Massillon Road / Graybill Road intersection based upon the OHM or GPD Traffic Studies completed previously.

##### **Client Responsibilities**

1. The City of Green will pay for any necessary fees to regulatory agencies to obtain permits, such as the OEPA and Summit County SWCD



2. The City of Green will provide GPD any available records of neighboring infrastructure including: Heritage Crossings Development, Massillon Road improvements, and Graybill Road.

**Deliverables – Intersection Improvements**

1. 30% submission
  - a. Three (3) half-sized plan sets including:
    - i. Opinion of Probable Cost
2. 90% submission
  - a. Three (3) half-sized plan sets including:
    - i. R/W plat for Graybill Rd.
    - ii. Updated Opinion of Probable Cost
3. Bid submission
  - a. Three (3) half-sized plan sets
  - b. One (1) full sized plan set
  - c. One (1) project manual
  - d. Electronic pdf's of the plan set and project manual
  - e. Engineers Estimate

**Deliverables – Preliminary Engineering Study**

1. Preliminary Engineering Report
  - a. Three (3) hard copies of the report including:
    - i. Schematic Plan identifying right of way takes
    - ii. Typical Sections
    - iii. Preliminary Plan/Profile
    - iv. Preliminary Cross Sections
    - v. Identified Utility Conflicts
    - vi. Identified R/W Conflicts
    - vii. Conceptual storm sewer location
    - viii. Any additional, identified potential construction problems
    - ix. Preliminary Opinion of Probable Costs
    - x. List of known septic outfalls into the ditch, obtained from the Board of Health

**Proposed Fee – Intersection Improvement**

GPD Group proposes to perform the above described scope of services for a lump sum fee of \$71,930. We anticipate the expenditure of approx 790 manhours to complete these services within an expected duration of 4 to 5 months.

**Proposed Fee – Preliminary Engineering Study**

GPD Group proposes to perform the above described scope of services for a lump sum fee of \$19,985. We anticipate the expenditure of approx 223 manhours to complete these services within an expected duration of 2 months after completion of the Intersection Improvement.



We thank you for the opportunity to present our qualifications and proposal to assist the City of Green. We are available to answer any questions you may have and to begin our services immediately upon authorization. Please do not hesitate to call me at 330.572.2229 office or 330.760.2466 mobile or contact me via email at [dmartin@gpdgroup.com](mailto:dmartin@gpdgroup.com). Thank you for your consideration and continued support of GPD Group.

Sincerely,  
GPD Group

A handwritten signature in black ink, appearing to read "David J. Martin". The signature is written in a cursive style with a large, stylized initial "D".

David J Martin, PE  
Principal

DEN/djm









