

RESOLUTION NO.: 2013-R13
SPONSOR: MAYOR NORTON
INTRODUCED: FEBRUARY 12, 2013 **ASSIGNED TO:** FINANCE

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A CONTRACT WITH BURGESS & NIPLE, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE MASSILLON ROAD NORTH IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

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

WHEREAS, the City desires to develop plans and specifications for improvements to Massillon Road (SR241) from Raber Road (SR619) in the City of Green; 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 Burgess & Niple, Inc., 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 Burgess & Niple, Inc., to provide engineering services for the Massillon Road North Improvement Project from Raber Road to SR619. The services to be provided by Burgess & Niple, Inc., are detailed in the 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 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: MARCH 12, 2013

Molly Stevens
Molly Stevens, Clerk

Dave France
Dave France, Council President

APPROVED: MARCH 12, 2013

Richard G. Norton
Richard G. Norton, Mayor

COPIED
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: MARCH 12, 2013

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

Suburbanite publication on MARCH 17 and MARCH 24, 2013

Molly Stevens
Molly Stevens, Clerk

02/06/2013 Approved as to form and content by Stephen J. Pruneski, Law Director SP 2/7/13

Exhibit 'A'
Resolution 2013-R13

STATE OF OHIO
CITY OF GREEN
AGREEMENT NO. 17526

This Agreement No. 17526 entered into this _____ day of _____, 2013, by and between the City of Green, acting by and through the Mayor, herein referred to as the City, and Burgess & Niple, Inc., a corporation, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant, with an office located at 5085 Reed Road, Columbus, Ohio 43220.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - SCOPE OF WORK

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the City in subsequent written authorization or authorizations to proceed for the improvements to Massillon Road (SR241) from Raber Road to SR619 in the City of Green, identified as SUM-241-4.10, PID 90415.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days following receipt of these documents as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: PL and PE Phases

Actual costs plus a net fee of Twenty-Nine Thousand Fifty-Eight Dollars (\$29,058.00). However, the maximum prime compensation shall not exceed Four Hundred Nine Thousand Five Hundred Fifty-Two Dollars (\$409,552.00).

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Part 2: Additional Planning Level Traffic

Actual costs plus a net fee of Two Hundred Sixty-Seven Dollars (\$267.00). However, the maximum prime compensation shall not exceed Three Thousand Seventy-Four Dollars (\$3,074.00).

Part 3: Phase 1 History/Architecture Survey

Actual costs plus a net fee of One Hundred Fifty-One Dollars (\$151.00). However, the maximum prime compensation shall not exceed Seven Thousand Two Hundred Ninety-Seven Dollars (\$7,297.00).

Part 4: Attendance at four (4) Project Meetings.

Actual costs plus a net fee of Two Hundred Thirty-Seven Dollars (\$237.00) per meeting, However, the maximum prime compensation shall not exceed Two Thousand Seven Hundred Twenty-Eight Dollars (\$2,728.00) per meeting. The total maximum compensation for four (4) meetings shall not exceed Ten Thousand Nine Hundred Twelve Dollars (\$10,912.00).

Part 5: Additional Public Meeting

Actual costs plus a net fee of Eight Hundred Ninety-Seven Dollars (\$897.00). However, the maximum prime compensation shall not exceed Ten Thousand Seven Hundred Thirty-Six Dollars (\$10,736.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Four Hundred Forty-One Thousand Five Hundred Seventy-One Dollars (\$441,571.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the State, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATED BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached fee proposal and Scope of Services dated November 16, 2012.
- (c) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

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CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 17526 to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the City.

Burgess & Niple, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

CITY OF GREEN

By: _____

Richard Norton, Mayor

Title: _____

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Agreement No. 17526
PID No. 90415
Federal Project No. E111(516)

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____, and duly authorized representative of the firm of Burgess & Niple, Inc., whose address is 5085 Reed Road, Columbus, Ohio 43220 and that neither I nor the above firm here represented has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above referenced consultant) to solicit or secure this contract,
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws both criminal and civil.

Date: _____ Signature: _____

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Agreement No. 17526
PID No. 90415
Federal Project No. E111(516)

CERTIFICATION OF CITY

I hereby certify that I am the Mayor of the City of Green, Ohio, and that the consulting firm of Burgess & Niple, Inc., whose address is 5085 Reed Road, Columbus, Ohio 43220, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

- a) employ or retain, or agree to employ or retain, any firm or person,
or
- b) pay, or agree to pay, to any firm, person, or organization, any fee contribution, donation, or consideration of any kind;

except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement pertaining to Federal Project No. E111(516) involving participation of Federal-aid funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

Richard Norton, Mayor

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