

RESOLUTION NO.: 2018-R42
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: MAY 8, 2018

**Transportation, Connectivity
and Storm Water**

ASSIGNED TO: _____

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

WHEREAS, by Resolution 2013-R13, 2015-R15, and 2016-R75, City Council approved a Contract ("Contract") and two subsequent modifications to the Contract with Burgess & Niple, Inc., for Professional Engineering Services for the Massillon Road North Improvement Project ("Project"); and

WHEREAS, the Contract approved by City Council via Resolution 2013-R13 contained a clause establishing a total maximum prime compensation of Four Hundred Forty-One Thousand Five Hundred Seventy-One Dollars (\$441,571.00) for Stage 1 of the Project; and

WHEREAS, the Contract modification ("Modification No. 1") approved by City Council via Resolution 2015-R15 increased the Contract by Nine Hundred Sixty-Four Thousand Nine Hundred Twenty-Nine Dollars (\$964,929.00) for Stage 2 design of the Project; and

WHEREAS, the Contract modification ("Modification No. 2") approved by City Council via Resolution 2016-R75 increased the Contract by Eight Hundred Forty-Five Thousand Nine Hundred Ninety-Five Dollars (\$845,995.00) for Final design of the Project; and

WHEREAS, City of Green has been working closely with Burgess & Niple, Inc., and the Ohio Department of Transportation to plan the Massillon Road North Improvement Project; and

WHEREAS, City desires to once again modify the Contract with Burgess & Niple, Inc., for Professional Engineering Services for right-of-way acquisition services, additional utility relocation, relocation of detention ponds and final engineering as a result of the expanded scope of work to address ODOT and City of Green review comments; thus, increasing the Contract modification ("Modification No. 3") by an additional Five Hundred Thirty-Seven Thousand One Hundred Sixty-Nine Dollars (\$537,169.00); and

WHEREAS, it is necessary for City Council to approve this Modification No. 3 to the Contract for right-of-way acquisition services and final engineering for an expanded scope of work.

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 Green to enter into the Amended Contract, Modification No.3, a copy of which is attached hereto and incorporated herein as Exhibit "A", for additional Professional Engineering Services regarding right-of-way acquisition services and final engineering for an expanded scope of work.

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. It is necessary to immediately proceed with the additional work by Burgess & Niple, Inc., to ensure that the Project can be timely commenced and timely completed. 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: June 12, 2018
Nichole Baldinger
Molly Kapeluck, Clerk

Chris Humphrey
Chris Humphrey, Council President

APPROVED: June 12, 2018
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: June 12, 2018

ON ROLL CALL: Babbitt Aye Dyer Aye Humphrey Aye Shaughnessy Aye
Speight Aye Yeargin Aye Young Aye Adopted 7-0

Suburbanite publication on June 15, 2018 and June 22, 2018

Nichole Baldinger
Molly Kapeluck, Clerk of Council

William Chris

CITY OF GREEN

2018-R42
EXHIBIT "A"

James E. Dippel, P.E.
Burgess & Niple, Inc.
5085 Reed Road
Columbus, Ohio 43220

Re: Modification (17526-3)
SUM-241-4.10
PID No. 90415
Federal Project No. E111(516)
FE Phase

Dear Mr. Dippel:

Reference is made to your request dated October 10, 2016 for additional compensation to complete plans for the subject Project.

The City agrees that additional services are required and further agrees that this Modification represents an adjustment of prime compensation for an increase of Five Hundred Thirty-Seven Thousand One Hundred Sixty-Nine Dollars (\$537,169.00), allocated to the following work items:

<u>Item</u>	<u>Net Fee</u>	<u>Maximum Fee</u>
Part 6: EE Phase	\$ 2,291.00	\$ 25,499.00
Part 7: Right of Way Plans	\$ 819.00	\$ 9,262.00
Part 11: Water Works Plans	\$ 2,551.00	\$ 46,911.00
Part 12: Sanitary Sewer Plans	\$ 306.00	\$ 3,421.00
Part 13: FE Phase	\$14,127.00	\$172,626.00
Part 15: Right of Way Acquisition Services		\$279,450.00

Now, therefore, under Clause III - Prime Compensation of the Prime Agreement is modified to read as follows:

"Part 1: PL and PE Phases

Actual costs plus a net fee of Eighty Thousand Three Hundred Fifty-Six Dollars (\$80,356.00). However, the maximum prime compensation shall not exceed One Million One Hundred Ninety-Four Thousand Nine Hundred Thirty-Four Dollars (\$1,194,934.00).

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 ten (10) 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 Three Thousand Twenty-Five Dollars (\$3,025.00) per meeting. The total maximum compensation for ten (10) meetings shall not exceed Thirty Thousand Two Hundred Fifty Dollars (\$30,250.00).

Part 5: Additional Public Meeting

Actual costs plus a net fee of Two Thousand Two Hundred Sixty-Two Dollars (\$2,262.00). However, the maximum prime compensation shall not exceed Twenty-Five Thousand Nine Hundred Twenty-Three Dollars (\$25,923.00).

Part 6: EE Phase

Actual costs plus a net fee of Twenty-Six Thousand Thirty-Nine Dollars (\$26,039.00). However, the maximum prime compensation shall not exceed Three Hundred Eighty-Eight Thousand Five Hundred Five Dollars (\$388,505.00).

Part 7: Right of Way Plans

Actual costs plus a net fee of Thirteen Thousand Two Hundred Thirty-Nine Dollars (\$13,239.00). However, the maximum prime compensation shall not exceed One Hundred Fifty-Five Thousand Two Hundred Thirty-Seven Dollars (\$155,237.00).

Part 8: Retaining Wall Plans

Actual costs plus a net fee of Six Thousand Four Hundred Forty-Four Dollars (\$6,444.00). However, the maximum prime compensation shall not exceed Seventy-One Thousand Nine Hundred Six Dollars (\$71,906.00).

Part 9: Stream and Wetland Opportunities Inventory Report

Actual costs plus a net fee Three Thousand Eighteen Dollars (\$3,018.00). However, the maximum prime compensation shall not exceed Thirty-Four Thousand Seven Hundred Seventy-Five Dollars (\$34,775.00).

Part 10: Culvert Detail Plans

Actual costs plus a net fee Four Hundred Ninety-Four Dollars (\$494.00). However, the maximum prime compensation shall not exceed Five Thousand Five Hundred Twenty-One Dollars (\$5,521.00).

Part 11: Water Work Plans

Actual costs plus a net fee Ten Thousand Three Hundred Seventy Dollars (\$10,370.00). However, the maximum prime compensation shall not exceed One Hundred Fifty-Five Thousand Three Hundred Forty-Nine Dollars (\$155,349.00).

Part 12: Sanitary Sewer Plans

Actual costs plus a net fee Four Thousand Eight Hundred Seventy-Six Dollars (\$4,876.00). However, the maximum prime compensation shall not exceed Fifty-Four Thousand Six Hundred Eighty-Seven Dollars (\$54,687.00).

Part 13: FE Phase

Actual costs plus a net fee Seventeen Thousand Thirteen Dollars (\$31,140.00). However, the maximum prime compensation shall not exceed Three Hundred Seventy-Nine Thousand Eight Hundred Twelve Dollars (\$379,812.00).

Part 14: Right of Way Pinning

Actual costs plus a net fee Fifty-Four Dollars (\$54.00). However, the maximum prime compensation shall not exceed Two Thousand Nine Hundred Forty-Four Dollars (\$2,944.00).

Part 15: Right of Way Acquisition Services

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Two Hundred Seventy-Nine Thousand Four Hundred Fifty Dollars (\$279,450.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Project Management		
Project Management for Title Researches, Appraisals, Appraisal Reviews	parcel	\$300.00
Appraisals		
RE-95 Preparation	parcel	\$300.00
Summary RW Appraisal Report (parcels 14, 32, 51, 71)	parcel	\$10,610.00
Summary RW Appraisal Report (parcels 31, 42, 50, 80)	parcel	\$7,190.00
Limited Scope RW Appraisal Report	parcel	\$3,010.00
Value Finding	parcel	\$1,285.00
Value Analysis	parcel	\$645.00
Title Researches		
Title Update	parcel	\$200.00
<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Project Management		
Project Management for Negotiations, Closings	parcel	\$400.00
Negotiations		
Negotiation	parcel	\$1,900.00
Closings		
Mail Out	parcel	\$300.00
Formal	parcel	\$700.00
Formal for Structure Parcels	parcel	\$900.00
Title Update for Appropriation	parcel	\$200.00
Mortgage Release	per each	\$350.00
Miscellaneous		
Meetings and Testimony for Appropriations	parcel	\$250.00
Copies and Recording Fees \$2,500.00 Maximum	N/A	Actual Costs

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Two Million Seven Hundred Eighty-Nine Thousand Six Hundred Sixty-Four Dollars (\$2,789,664.00)."

If your firm accepts this Modification and agrees that the aforementioned compensation shall constitute full compensation for the provision of the professional services proposed herein, and further agrees that all other terms and provisions of the prime Agreement,

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

Modification 17526-3
SUM-241-4.10
PID 90415
Federal Project No. E111(516)

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Modification 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 Modification 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 signature of the Mayor.

Your authorization to proceed shall be given by separate letter.

Respectfully,

Gerard Neugebauer, Mayor
City of Green

APPROVED AS TO FORM:

By: _____

Title: _____

Modification (17526-3)
SUM-241-4.10
PID No. 90415
Federal Project No. E111(516)

ACCEPTANCE

The undersigned, Burgess & Niple, Inc. does hereby approve and accept the proposed terms of this Modification as set forth in the foregoing letter.

IN WITNESS WHEREOF, I have hereunto affixed my own signature, as a duly authorized member of said firm, this _____ day of _____, 2018.

Burgess & Niple, Inc.

By: _____

Title: _____