

RESOLUTION NO.: 2020-R44
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: MAY 12, 2020

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 Resolutions 2013-R13, 2015-R15, 2016-R75, and 2018-R42, Green City Council approved a Contract ("Contract") and three 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, the Contract modification ("Modification No. 3") approved by City Council via Resolution 2018-R42, increased the Contract by Five Hundred Thirty-Seven Thousand One Hundred Sixty-Nine Dollars (\$537,169.00) for right-of-way acquisition services and final engineering; and

WHEREAS, the 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 additional engineering services during the bidding phase; and, additional engineering services during the construction phase, the addition of three traffic cameras, the extension of Stein Road to the east, including the cul-de-sac bubble, and the reconfiguration of the RJS drive and preparation of lot split drawings to accommodate the drive; thus, increasing the Contract modification ("Modification No. 4") by an additional Thirty-Two Thousand Seven Hundred Sixteen Dollars (\$32,716.00); and

WHEREAS, it is necessary for City Council to approve this Modification No. 4 to the Contract 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 the Mayor to enter into the Amended Contract, Modification No. 4, a copy of which is attached hereto and incorporated herein as Exhibit "A", for additional engineering services during the bidding phase, additional engineering services during the construction phase, the addition of three traffic cameras, the extension of Stein Road to the east including the cul-de-sac bubble, and the reconfiguration of the RJS drive and preparation of lot split drawings to accommodate the drive.

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:

Green City 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: May 26, 2020
Nichole Baldinger
Molly Kapeluck, Clerk

[Signature]
Barbara Babbitt, Council President

APPROVED: May 27, 2020
[Signature]
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: May 27th, 2020

ON ROLL CALL: Babbitt Aye Brandenburg Aye DeVitis Aye France Aye
Shaughnessy Aye Yeargin Aye Young Aye adopted 7-0

Suburbanite publication on May 29 and June 3, 2020
Nichole Baldinger
Molly Kapeluck, Clerk of Council

5/08/2020 Approved as to form and content by Lisa Carey Dean, Director of Law [Signature]

BURGESS & NIPLE

5085 Reed Road | Columbus, OH 43220 | 614.459.2050

Mr. Paul Pickett, PE
City Engineer
City of Green
1755 Town Park Blvd.
Green, OH 44232

Re: Massillon Road Improvements
SUM-241-4.10
Engineering Fee Proposal for
Contract Modification No. 4

February 21, 2020

Dear Mr. Pickett:

Burgess & Niple, Inc. (B&N) is submitting this Proposal as a modification to our Professional Engineering Services Agreement No. 17526 with the City of Green, dated March 25, 2013 and amended by Modification 17526-1 executed May 13, 2015, Modification 17526-2 executed March 6, 2017, and Modification 17526-3 executed June 29, 2018.

I. DESCRIPTION

The activities described in this Engineering Services Fee Proposal are associated with additional work performed outside of our current scope of services for completing the Plans, Specifications, and Estimate (PS&E) submittal to the City of Green September 10, 2019 and revised December 9, 2019. The additional work includes completed revisions to the plans as directed by the City and additional work anticipated outside of our current scope of services for assistance during bidding and construction. This proposal also requests reallocation of funds left in contract parts that are either complete or contain services that were non-performed.

Following is an outline of the additional engineering services performed to date for plan completion and those requested for the upcoming construction phase. Authorized services required to complete the plans are added to Part 13. Authorized tasks related to agency approvals, creation of a project rendering; and bidding and construction assistance are listed under new Parts 16, 17, and 18. Reallocation of unused funds from the various contract parts will partially offset the cost of the new work, reducing the total amount of the contract modification. A detailed breakdown and explanation of each task is provided in **Attachment A**. The subconsultant proposals are provided as **Attachments B through D**.

II. SCOPE OF SERVICES – AUTHORIZED (Part 13)

- Update plans to meet the requirements of the 2019 CMS
- Add surveillance cameras at the three intersections
- Prepare a lot split / consolidation plat for Parcels 23 and 30
- Re-design the access drive for RJS to accommodate the lot split / consolidation
- Extend the Stein Road pavement and drainage eastward including a cul-de-sac bulb

III. SCOPE OF SERVICES – AUTHORIZED (New Contract Parts)

- Set additional right-of-way monumentation
- Prepare a 3D color rendering for the intersection of Massillon and Raber Roads
- Engineering services during the bidding phase:
 - Attend pre-bid meeting
 - Answer questions from bidders
 - Assist with the preparation of up to two (2) addenda
- Engineering services during the construction phase:
 - Attend the pre-construction meeting
 - Review up to eight (8) shop drawing submittals
 - Answer up to 12 requests for information (RFIs)
 - Assist with issuing up to three (3) change orders
 - Attend up to two (2) site progress meetings

IV. SUMMARY OF PROPOSED ADDITIONAL COMPENSATION

| Authorized | Total Modification Amount | Fixed Fee |
|-----------------------------------|--|-------------------|
| Part 1 (PL and PE) | \$0.00 | \$0.00 |
| Part 2 (Traffic) | \$0.00 | \$0.00 |
| Part 3 (Phase I Hist. / Arch.) ** | -\$7,297.00 | \$0.00 |
| Part 4 (Project Meetings) * | -\$4,867.00 | \$0.00 |
| Part 5 (Additional Public Mtg.) * | -\$790.00 | \$0.00 |
| Part 6 (EE) * | -\$6,134.00 | \$0.00 |
| Part 7 (Right-of-Way) | \$0.00 | \$0.00 |
| Part 8 (Retaining Walls) * | -\$3,040.00 | \$0.00 |
| Part 9 (Stream/Wetlands) * | -\$13,617.00 | \$0.00 |
| Part 10 (Culvert Details) * | -\$513.00 | \$0.00 |
| Part 11 (Water Work Plans) * | -\$26,872.00 | \$0.00 |
| Part 12 (Sanitary Sewer Plans) * | -\$620.00 | \$0.00 |
| Part 13 (Final Engineering) | \$21,301.00 | \$1,688.00 |
| Part 14 (R/W Monumentation) | \$6,689 | \$55.00 |
| Part 15 (R/W Acquisition) | \$0.00 | \$0.00 |
| Part 16 (Rendering) | \$7,705.00 | \$151.00 |
| Part 17 (Bidding) | \$11,164.00 | \$981.00 |
| Part 18 (Construction) | \$49,608.00 | \$4,380.00 |
| Totals | \$32,716.00 | \$7,255.00 |
| Compensation | \$25,461.00 Cost + \$7,255.00 Fixed Fee | |

* Complete (reallocate remaining funds)

** Non-performed (reallocate funds)

V. SCHEDULE

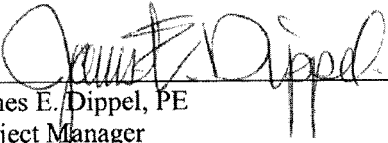
The project schedule as posted on the ODOT Ellis website is as follows:


- Sale – March 13, 2020
- Award – May 15, 2020
- Estimated Begin Construction – May 27, 2020
- Estimated End Construction – November 30, 2021

B&N appreciates your consideration in acknowledging these tasks as additional services. If the terms of this Fee Proposal are satisfactory, please acknowledge by issuing a modification to our Agreement for this additional work.

Respectfully,

BURGESS & NIPLE, INC.


James E. Dippel, PE
Project Manager


Stephen L. Thieken, PE
Vice President

JED:jd
Attachments

| C-R-S | | | | | |
|---|------------|------|-----|---------------|--|
| Consultant: Burgess & Niple, Inc. | | | | | |
| Agreement No. | | | | | |
| Modification No. 4 | | | | | |
| PID No. 90415 | | | | | |
| Proposal Date 2/21/2020 | | | | | |
| Task Description | Consultant | ODOT | LPA | If Authorized | Narrative |
| Completed Outside Current Scope of Services: | | | | | |
| Part 13 - FE Phase | | | | | |
| 13.A - Update plans to 2019 CMS | X | | | | Plans were originally developed around the 2016 CMS. Revise the final plans to meet the requirements of the 2019 CMS. |
| 13.B - Add intersections cameras at three (3) locations | X | | | | Provide traffic surveillance notes, details, and subsummary for the installation of a 360° pan and tilt camera at each of the three intersections, including remote control software, 50' pole, pole mounted ITS cabinet, a concrete work pad, and the necessary conduit. |
| 13.C - Parcel 23/30 (RJS) lot split and consolidation | X | | | | Provide a lot split and consolidation plat for Parcels 23 and 30, owned by the RJS Corporation, as part of the R/W negotiation for Massillon Road and Stein Road west. The work also includes two new legal descriptions, R/W plan revisions to reflect the changes (8 sheets), and revisions to four (4) legal descriptions and closure reports. |
| 13.D - Parcel 23/30 (RJS) driveway and parking realignment | X | | | | Re-design the access drive to RJS Corporation from Stein Road to accommodate the lot split/consolidation and additional truck circulation information provided by RJS during R/W negotiation. The additional design includes revision of affected plan sheets, cross-sections, earthwork, and summaries. |
| 13.E - Stein Road east cul-de-sac | X | | | | Extend the roadway and drainage to the east edge of Parcel 80, acquired by the city on Stein Road for a detention pond. The additional design includes a cul-de-sac bulb to provide access to the pond site and turning for city vehicles. Revise affected plan sheets, typicals, cross-sections, details, and summaries. |
| Expanded Scope of Services | | | | | |
| Part 14 - Right-of-Way Monumentation | | | | | |
| 14.A - Additional R/W monumentation (post construction) | X | | | | Set an additional 120 right-of-way pins over and above the 40 pins estimated for the original scope of services. The additional pins are needed due to the unexpected complexity of the final property lines that resulted from the roundabouts, utilities, and addition pond sites. This item was requested in Contract Modification No. 3 but was not included at that time. |
| Part 16 - Intersection Rendering | | | | | |
| 16.A - Prepare color rendering of the Raber Road roundabout - OHM | X | | | | Complete one high-quality 3D color rendering of the proposed roundabout and surrounding area at Massillon and Raber Roads. Modeling for the rendering will be developed from an aerial photo provided by the city. The final deliverable will be in JPEG format. |
| Part 17 - Assistance During Bidding | | | | | |
| 17.A - Attend the pre-bid meeting | X | | | | Provide one engineer from B&N to attend the pre-bid meeting held in Green. |
| 17.B - Answer questions from the city | X | | | | Assist the city in answering design questions from plan holders during the bidding phase of the project. |
| 17.C - Assist with the preparation of up to 2 addenda | X | | | | Provide engineering assistance to the city for preparation of up to two (2) addenda. Assistance will primarily involve revisions to plans, specifications, and quantities to be used as attachments to addenda. The city will take the lead on production and distribution. |
| Part 18 - Design Services During Construction | | | | | |
| 18.A - Attend the pre-construction meeting | X | | | | Provide one engineer from B&N to attend the pre-construction meeting held in Green. |
| 18.B - Review shop drawings (up to 8 submittals) | X | | | | Review up to eight (8) shop drawing submittals or re-submittals, providing comments and/or recommendations for approval. |
| 18.C - Answer requests for information (up to 12 RFIs) | X | | | | Assist the city in answering design questions from the contractor during construction of the project. Assumes an 18-month construction duration and up to 12 requests for information. |
| 18.D - Assist with issuing change orders (up to 3 C.O.s) | X | | | | Provide engineering assistance to the city for preparation of up to three (3) change orders. Assistance will primarily involve revisions to plans, specifications, and quantities to be used as attachments to the C.O. The city will take the lead on production and execution of the C.O. documents. |
| 18.E - Attend progress meetings / site visits (up to 2 meetings) | X | | | | Provide one engineer from B&N to attend up to two (2) site/progress meetings in Green. |

| C-R-S | | PROPOSAL LABOR SUMMARY | | | | | | | | | | Version: Feb 2017 | |
|--|-----------------------|------------------------|--------------------|-------------------------------|---------------------|----------------------------|---------------------|----------------|----------------------------------|-------------------|------------------------|----------------------|-----------------|
| Consultant: | Burgess & Niple, Inc. | | | | | | | | | | | | |
| Agreement No. | | | | | | | | | | | | | |
| Modification No. | 4 | | | | | | | | | | | | |
| PID No. | 90415 | | | | | | | | | | | | |
| Proposal Date | 2/21/2020 | | | | | | | | | | | | |
| | | No. of Units | Project Manager | Senior Roadway Engineer | Roadway Engineer | Senior Traffic Engineer | Traffic Engineer | Civil Designer | Senior Environ. Specialist | Survey Manager | Environ. & CAD Tech | Total | |
| Task Description | | | | | | | | | | | | Hours | Cost |
| AUTHORIZED TASKS: | | | | | | | | | | | | | |
| Completed Outside Current Scope of Services | | | | | | | | | | | | | |
| Part 13 - FE Phase | | | | | | | | | | | | | |
| 13.A - Update plans to 2019 CMS | | 1 | | 4 | 1 | | | | | | | 6.0 | \$360 |
| 13.B - Add intersection cameras at three (3) locations | | | | | | 1 | 12 | | | | | 13.0 | \$469 |
| 13.C - Parcel 23/30 (RUS) lot split and consolidation | | 8 | | | | | | | | 28 | 20 | 56.0 | \$2,428 |
| 13.D - Parcel 23/30 (RUS) driveway and parking realignment | | 6 | | | 12 | | | | | | 12 | 30.0 | \$1,206 |
| 13.E - Stein Road east cul-de-sac | | 6 | | | 28 | | | | | | 4 | 38.0 | \$1,494 |
| TOTAL - Part 13 | | 21 | | 4 | 41 | 1 | 12 | 0 | 0 | 28 | 36 | 143 | \$5,978 |
| AUTHORIZED TOTAL - Outside of Current Scope | | 21 | | 4 | 41 | 1 | 12 | 0 | 0 | 28 | 36 | 143 | \$5,978 |
| AUTHORIZED TASKS: | | | | | | | | | | | | | |
| Expanded Scope of Services | | | | | | | | | | | | | |
| Part 14 - Right-of-Way Monumentation | | | | | | | | | | | | | |
| 14.A - Additional R/W monumentation (post construction) | | 1 | | | | | | | | 3 | | 4.0 | \$194 |
| TOTAL - Part 14 | | 1 | | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 4.0 | \$194 |
| Part 16 - Intersection Rendering | | | | | | | | | | | | | |
| 16.A - Prepare color rendering of the Raber Road roundabout | | 5 | | | | 1 | | | | | 5 | 11.0 | \$535 |
| TOTAL - Part 16 | | 5 | | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 5 | 11.0 | \$535 |
| Part 17 - Assistance During Bidding | | | | | | | | | | | | | |
| 17.A - Attend pre-bid meeting | | 8 | | | | | | | | | | 8.0 | \$480 |
| 17.B - Answer questions from the city | | 8 | 8 | 4 | 3 | | | | | | 2 | 25.0 | \$1,412 |
| 17.C - Assist with the preparation of up to 2 addenda | | 16 | | | 8 | 1 | | | | | 8 | 33.0 | \$1,584 |
| TOTAL - Part 17 | | 32 | 8 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 10 | 66.0 | \$3,476 |
| Part 18 - Design Services During Construction | | | | | | | | | | | | | |
| 18.A - Attend the preconstruction meeting | | 8 | | | | | | | | | | 8.0 | \$480 |
| 18.B - Review shop drawings (up to 8 submittals) | | 40 | 4 | | 12 | 8 | | | | | | 64.0 | \$3,576 |
| 18.C - Answer requests for information (up to 12 RFIs) | | 60 | 16 | | 16 | 12 | | 4 | | | 8 | 116.0 | \$6,410 |
| 18.D - Assist with issuing change orders (up to 3 C.O.s) | | 36 | 8 | | 12 | 4 | | 4 | | | 16 | 80.0 | \$4,088 |
| 18.E - Attend progress meetings / site visits (up to 2 meetings) | | 16 | | | | | | | | | | 16.0 | \$960 |
| TOTAL - Part 18 | | 160 | 28 | 40 | 24 | 0 | 8 | 0 | 0 | 0 | 24 | 284.0 | \$15,514 |
| AUTHORIZED TOTAL - Expanded Scope | | 198 | 36 | 52 | 29 | 0 | 8 | 0 | 0 | 3 | 39 | 365 | \$19,719 |
| DEDUCTIONS: | | | | | | | | | | | | | |
| Part 3 - Phase 1 History / Architecture Survey | | | | | | | | | | | | | |
| Non-performed. | | | | | | | | | | | | | |
| TOTAL Deduction - Part 3 | | | | | | | | | | | | | |
| Part 4 - Project Meetings | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$4,867 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 4 | | | | | | | | | | | | | |
| Part 5 - Public Meetings | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$790 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 5 | | | | | | | | | | | | | |
| Part 6 - EE Phase | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$6,134 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 6 | | | | | | | | | | | | | |
| Part 8 - Retaining Walls / Wetland Delineation | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$3,040 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 8 | | | | | | | | | | | | | |
| Part 9 - Stream and Wetland Inventory Report | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$13,617 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 9 | | | | | | | | | | | | | |
| Part 10 - Culvert Details | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$513 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 10 | | | | | | | | | | | | | |
| Part 11 - Water Work | | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$26,872 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 11 | | | | | | | | | | | | | |
| Part 12 - Sanitary Sewer Work | | | | | | | | | | | | | |
| 100% complete with a remainder of \$620 | | | | | | | | | | | | | |
| TOTAL Deduction - Part 12 | | | | | | | | | | | | | |

| C-R-S | | PROPOSAL COST SUMMARY | | | | | | | | | | Version: Feb 2017 |
|--|-----------------------|-----------------------|---------------------------|----------------|----------------|-----------------------------|------------------|-----------------|-----------------|-----------------|----------------|----------------------|
| Consultant: | Burgess & Niple, Inc. | | | | | | | | | | | |
| Agreement No. | | | | | | State Average Overhead Rate | 166.68% | | | | | |
| Modification No. | 4 | | | | | Consultant Overhead Rate: | 178.88% | | | | | |
| PID No. | 90415 | | | | | Cost of Money: | 0.74% | | | | | |
| Proposal Date | 2/21/2020 | | | | | Net Fee Percentage: | 11% | | | | | |
| | | No. of Units | Average Hourly Rate | Total Hours | Labor Costs | Overhead Costs | Cost of Money | Direct Costs | Subcon Costs | Net Fee | Total Cost | |
| Task Description | | | | | | | | | | | | |
| AUTHORIZED TASKS: | | | | | | | | | | | | |
| Completed Outside Current Scope of Services | | | | | | | | | | | | |
| Part 13 - FE Phase | | | | | | | | | | | | |
| 13.A - Update plans to 2019 CMS | | | | \$60.92 | 6.0 | \$366 | \$657 | \$3 | \$29 | \$0 | \$103 | \$1,157 |
| 13.B - Add intersection cameras at three (3) locations | | | | \$37.38 | 13.0 | \$489 | \$874 | \$4 | \$62 | \$0 | \$137 | \$1,563 |
| 13.C - Parcel 23/30 (RJS) lot split and consolidation | | | | \$43.32 | 56.0 | \$2,425 | \$4,364 | \$18 | \$266 | \$2,160 | \$685 | \$9,919 |
| 13.D - Parcel 23/30 (RJS) driveway and parking realignment | | | | \$40.20 | 30.0 | \$1,206 | \$2,169 | \$9 | \$143 | \$0 | \$341 | \$3,867 |
| 13.E - Stein Road east cul-de-sac | | | | \$39.32 | 38.0 | \$1,494 | \$2,687 | \$11 | \$181 | \$0 | \$422 | \$4,795 |
| TOTAL - Part 13 | | | | \$41.80 | 143.0 | \$5,978 | \$10,752 | \$44 | \$678 | \$2,160 | \$1,688 | \$21,301 |
| AUTHORIZED TOTAL - Outside of Current Scope | | | | \$41.80 | 143.0 | \$5,978 | \$10,752 | \$44 | \$678 | \$2,160 | \$1,688 | \$21,301 |
| AUTHORIZED TASKS: | | | | | | | | | | | | |
| Expanded Scope of Services | | | | | | | | | | | | |
| Part 14 - Right-of-Way Monumentation | | | | | | | | | | | | |
| 14.A - Additional R/W monumentation (post construction) | | | | \$48.38 | 4.0 | \$194 | \$348 | \$1 | \$19 | \$6,072 | \$55 | \$6,689 |
| TOTAL - Part 14 | | | | \$48.38 | 4.0 | \$194 | \$348 | \$1 | \$19 | \$6,072 | \$55 | \$6,689 |
| Part 16 - Intersection Rendering | | | | | | | | | | | | |
| 16.A - Prepare color rendering of the Rober Road roundabout | | | | \$48.64 | 11.0 | \$535 | \$962 | \$4 | \$52 | \$6,000 | \$151 | \$7,705 |
| TOTAL - Part 16 | | | | \$48.64 | 11.0 | \$535 | \$962 | \$4 | \$52 | \$6,000 | \$151 | \$7,705 |
| Part 17 - Assistance During Bidding | | | | | | | | | | | | |
| 17.A - Attend pre-bid meeting | | | | \$60.00 | 8.0 | \$480 | \$863 | \$4 | \$152 | \$0 | \$136 | \$1,635 |
| 17.B - Answer questions from the city | | | | \$56.48 | 25.0 | \$1,412 | \$2,540 | \$10 | \$118 | \$0 | \$398 | \$4,480 |
| 17.C - Assist with the preparation of up to 2 addenda | | | | \$48.00 | 33.0 | \$1,584 | \$2,849 | \$12 | \$157 | \$0 | \$447 | \$5,048 |
| TOTAL - Part 17 | | | | \$52.67 | 66.0 | \$3,476 | \$6,253 | \$26 | \$428 | \$0 | \$981 | \$11,164 |
| Part 18 - Design Services During Construction | | | | | | | | | | | | |
| 18.A - Attend the preconstruction meeting | | | | \$80.00 | 8.0 | \$480 | \$863 | \$4 | \$152 | \$0 | \$136 | \$1,635 |
| 18.B - Review shop drawings (up to 8 submittals) | | | | \$55.88 | 64.0 | \$3,576 | \$6,433 | \$26 | \$304 | \$0 | \$1,010 | \$11,349 |
| 18.C - Answer requests for information (up to 12 RFIs) | | | | \$55.26 | 116.0 | \$6,410 | \$11,530 | \$47 | \$551 | \$0 | \$1,810 | \$20,349 |
| 18.D - Assist with issuing change orders (up to 3 C.O.s) | | | | \$51.10 | 80.0 | \$4,088 | \$7,353 | \$30 | \$360 | \$0 | \$1,194 | \$13,006 |
| 18.E - Attend progress meetings / site visits (up to 2 meetings) | | | | \$60.00 | 16.0 | \$960 | \$1,727 | \$7 | \$305 | \$0 | \$271 | \$3,270 |
| TOTAL - Part 18 | | | | \$54.63 | 284.0 | \$15,514 | \$27,907 | \$115 | \$1,692 | \$0 | \$4,380 | \$49,608 |
| AUTHORIZED TOTAL - Expanded Scope | | | | \$54.02 | 365.0 | \$19,719 | \$35,470 | \$146 | \$2,191 | \$12,072 | \$5,667 | \$75,165 |
| DEDUCTIONS: | | | | | | | | | | | | |
| Part 3 - Phase 1 History / Architecture Survey | | | | | | | | | | | | |
| Non-performed. | | | | | | | | | | | | \$7,287 |
| TOTAL Deduction - Part 3 | | | | | | | | | | | | \$7,287 |
| Part 4 - Project Meetings | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$4,867 | | | | | | | | | | | | \$4,867 |
| TOTAL Deduction - Part 4 | | | | | | | | | | | | \$4,867 |
| Part 5 - Public Meetings | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$780 | | | | | | | | | | | | \$780 |
| TOTAL Deduction - Part 5 | | | | | | | | | | | | \$780 |
| Part 6 - EE Phase | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$6,134 | | | | | | | | | | | | \$6,134 |
| TOTAL Deduction - Part 6 | | | | | | | | | | | | \$6,134 |
| Part 8 - Retaining Walls / Wetland Delineation | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$3,040 | | | | | | | | | | | | \$3,040 |
| TOTAL Deduction - Part 8 | | | | | | | | | | | | \$3,040 |
| Part 9 - Stream and Wetland Inventory Report | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$13,617 | | | | | | | | | | | | \$13,617 |
| TOTAL Deduction - Part 9 | | | | | | | | | | | | \$13,617 |
| Part 10 - Culvert Details | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$513 | | | | | | | | | | | | \$513 |
| TOTAL Deduction - Part 10 | | | | | | | | | | | | \$513 |
| Part 11 - Wafer Work | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$26,872 | | | | | | | | | | | | \$26,872 |
| TOTAL Deduction - Part 11 | | | | | | | | | | | | \$26,872 |
| Part 12 - Sanitary Sewer Work | | | | | | | | | | | | |
| 100% complete with a remainder of \$620 | | | | | | | | | | | | \$620 |
| TOTAL Deduction - Part 12 | | | | | | | | | | | | \$620 |
| TOTAL - Deductions | | | | | | | | | | | | \$63,750 |
| TOTAL - Authorized with Deductions Included | | | | | | | | | | | | \$32,716 |

| C-R-S | | DIRECT COSTS | | | | | | | | | | Version: Feb 2017 |
|--|-----------------------|-------------------|---------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------|----------------------|
| Consultant: | Burgess & Niple, Inc. | Technology Charge | Message | Direct Cost 3 | Direct Cost 4 | Direct Cost 5 | Direct Cost 6 | Direct Cost 7 | Direct Cost 8 | Direct Cost 9 | Total | |
| Agreement No. | | | | | | | | | | | | |
| Modification No. | 4 | | | | | | | | | | | |
| PID No. | 90415 | | | | | | | | | | | |
| Proposal Date | 2/21/2020 | | | | | | | | | | | |
| Task Description | Unit Cost: | \$4.75 | \$0.52 | | | | | | | | | |
| AUTHORIZED TASKS: | | | | | | | | | | | | |
| Completed Outside Current Scope of Services | | | | | | | | | | | | |
| | | Hours | Mile | Units | Units | Units | Units | Units | Units | Units | Units | \$ |
| 13.A - Update plans to 2019 CMS | | 6.0 | | | | | | | | | | \$29 |
| 13.B - Add intersection cameras at three (3) locations | | 13.0 | | | | | | | | | | \$82 |
| 13.C - Parcel 23/30 (R/S) lot split and consolidation | | 56.0 | | | | | | | | | | \$266 |
| 13.D - Parcel 23/30 (R/S) driveway and parking realignment | | 30.0 | | | | | | | | | | \$143 |
| 13.E - Stain Road east cul-de-sac | | 58.0 | | | | | | | | | | \$181 |
| TOTAL - Part 1 | | | | | | | | | | | | \$679 |
| AUTHORIZED TOTAL - Outside of Current Scope | | | | | | | | | | | | \$679 |
| AUTHORIZED TASKS: | | | | | | | | | | | | |
| Expanded Scope of Services | | | | | | | | | | | | |
| 14.A - Additional R/W monumental (post construction) | | 4.0 | | | | | | | | | | \$19 |
| TOTAL - Part 2 | | | | | | | | | | | | \$19 |
| 16.A - Prepare color rendering of the Raber Road roundabout | | 11.0 | | | | | | | | | | \$52 |
| TOTAL - Part 3 | | | | | | | | | | | | \$52 |
| 17.A - Attend pre-bid meeting | | 8.0 | 220.0 | | | | | | | | | \$152 |
| 17.B - Answer questions from the city | | 25.0 | | | | | | | | | | \$116 |
| 17.C - Assist with the preparation of up to 2 addenda | | 33.0 | | | | | | | | | | \$157 |
| TOTAL - Part 4 | | | | | | | | | | | | \$425 |
| 18.A - Attend the preconstruction meeting | | 8.0 | 220.0 | | | | | | | | | \$152 |
| 18.B - Review shop drawings (up to 8 submittals) | | 64.0 | | | | | | | | | | \$304 |
| 18.C - Answer requests for information (up to 12 RFIs) | | 116.0 | | | | | | | | | | \$551 |
| 18.D - Assist with issuing change orders (up to 3 C.O.s) | | 80.0 | | | | | | | | | | \$380 |
| 18.E - Attend progress meetings / site visits (up to 2 meetings) | | 16.0 | 440.0 | | | | | | | | | \$305 |
| TOTAL - Part 5 | | | | | | | | | | | | \$1,492 |
| AUTHORIZED TOTAL - Expanded Scope | | | | | | | | | | | | \$2,181 |
| DEDUCTIONS: | | | | | | | | | | | | |
| Non-performed, | | | | | | | | | | | | |
| TOTAL Deduction - Part 1 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$4,867 | | | | | | | | | | | | |
| TOTAL Deduction - Part 2 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$790 | | | | | | | | | | | | |
| TOTAL Deduction - Part 3 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$6,134 | | | | | | | | | | | | |
| TOTAL Deduction - Part 4 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$3,040 | | | | | | | | | | | | |
| TOTAL Deduction - Part 5 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$13,617 | | | | | | | | | | | | |
| TOTAL Deduction - Part 6 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$513 | | | | | | | | | | | | |
| TOTAL Deduction - Part 7 | | | | | | | | | | | | |
| 100% complete with a remaining fee of \$28,872 | | | | | | | | | | | | |
| TOTAL Deduction - Part 8 | | | | | | | | | | | | |
| 100% complete with a remainder of \$620 | | | | | | | | | | | | |
| TOTAL Deduction - Part 9 | | | | | | | | | | | | |

SUMMARY OF STEPS

C-R-S

Consultant: Burgess & Niple, Inc.
Agreement No.
Modification No. 4
PID No. 90415
Proposal Date 2/21/2020

| Average Hourly Rate | Total Hours | Labor Costs | Overhead Costs | Cost of Money | Direct Costs | Subcon Costs | Net Fee | Total Cost |
|--|-------------|-------------|----------------|---------------|--------------|--------------|---------|------------|
| AUTHORIZED TASKS (Completed Outside Current Scope): | | | | | | | | |
| Part 13 - FE Phase | | | | | | | | |
| \$41.80 | 143 | \$5,978 | \$10,752 | \$44 | \$679 | \$2,160 | \$1,688 | \$21,301 |
| TOTAL AUTHORIZED TASKS | | | | | | | | |
| \$41.80 | 143 | \$5,978 | \$10,752 | \$44 | \$679 | \$2,160 | \$1,688 | \$21,301 |
| AUTHORIZED TASKS (Expanded Scope): | | | | | | | | |
| Part 14 - Right-of-Way Monumentation | | | | | | | | |
| \$48.38 | 4 | \$194 | \$348 | \$1 | \$19 | \$6,072 | \$55 | \$6,689 |
| Part 16 - Intersection Rendering | | | | | | | | |
| \$48.64 | 11 | \$535 | \$962 | \$4 | \$52 | \$6,000 | \$151 | \$7,705 |
| Part 17 - Assistance During Bidding | | | | | | | | |
| \$52.67 | 66 | \$3,476 | \$6,253 | \$26 | \$428 | \$0 | \$981 | \$11,164 |
| Part 18 - Design Services During Construction | | | | | | | | |
| \$54.63 | 284 | \$15,514 | \$27,907 | \$115 | \$1,692 | \$0 | \$4,380 | \$49,608 |
| TOTAL AUTHORIZED TASKS | | | | | | | | |
| \$54.02 | 365 | \$19,719 | \$35,470 | \$146 | \$2,191 | \$12,072 | \$5,567 | \$75,165 |
| DEDUCTIONS: | | | | | | | | |
| Part 3 - Phase 1 History / Architecture Survey | | | | | | | | |
| | | | | | | | | \$7,297 |
| Part 4 - Project Meetings | | | | | | | | |
| | | | | | | | | \$4,867 |
| Part 5 - Public Meetings | | | | | | | | |
| | | | | | | | | \$790 |
| Part 6 - EE Phase | | | | | | | | |
| | | | | | | | | \$6,134 |
| Part 8 - Retaining Walls / Wetland Delineation | | | | | | | | |
| | | | | | | | | \$3,040 |
| Part 9 - Stream and Wetland Inventory Report | | | | | | | | |
| | | | | | | | | \$13,617 |
| Part 10 - Culvert Details | | | | | | | | |
| | | | | | | | | \$513 |
| Part 11 - Water Work | | | | | | | | |
| | | | | | | | | \$26,872 |
| Part 12 - Sanitary Sewer Work | | | | | | | | |
| | | | | | | | | \$620 |
| TOTAL DEDUCTIONS | | | | | | | | |
| | | | | | | | | \$63,750 |
| TOTAL - Authorized with Deductions Included: | | | | | | | | |
| | | | | | | | | \$32,716 |

ARCHITECTS. ENGINEERS. PLANNERS.



ATTACHMENT "B"

December 16th, 2019

Jim Dippel
Senior Project Engineer
Burgess & Niple, Inc.
5085 Reed Road
Columbus, OH 43220

Re: Massillon Road/Raber Road Rendering

Dear Mr. Dippel,

Thank you for the opportunity to submit this proposal for professional design services for the Massillon Road/Raber Road project.

PROJECT UNDERSTANDING & ASSUMPTIONS:

The following assumptions have been made in preparing the proposed approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The rendering example provided by Burgess and Niple (B&N) for SR 619/Pickle Road will serve as an example of desired aesthetic style and the final deliverable will closely match this style.
2. 3D modeling will utilize base files recently used for the Massillon Road Streetscape project. Any additional information or base files will be provided by B&N.
3. Views from recent drone footage will serve as the base 'image' for the rendering. It is assumed in this proposal that this file will be accessible. If the file is not accessible, a base image can be generated from Google Earth, however, the aesthetic quality will not equal the SR 619/Pickle Road example.

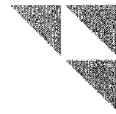
SCOPE OF WORK:

Task 1: Rendering

The OHM team will complete one (1) 3D rendering to showcase the future Raber Road/Massillon Road roundabout. The rendering view selected will be approved by the client prior to any modeling work beginning.

Task 1 Deliverable:

- One (1) 3D Color Rendering jpeg file (digital submission at size requested by client)



FEES AND REIMBURSABLE EXPENSES

ATTACHMENT "B"

We propose to complete the above scope of services as a lump sum of **\$6,000.00**.

** Each additional 3D color rendering jpeg file can be provided for an additional \$1,300.00 per rendering on an "if-authorized" basis.*

AUTHORIZATION:

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve Burgess & Niple and look forward to working with you on this project. Please do not hesitate to contact me directly at (614) 474-1131 with any questions or for additional information.

Regards,

OHM Advisors
CONSULTANT

Burgess & Niple, Inc.
CLIENT

Justin Meranda (Signature)
Justin Meranda, ASLA, PLA

____ (Signature)

12-16-2019 (Date)

____ (Date)

Project Manager (Title)

____ (Title)

ATTACHMENT A

WORK ORDER NO. PR52178-5

For GPD GROUP

(Ref. Master Service Agreement for 2018-2020, dated October 5, 2018)

Client Name: City of Green

PROJECT: Massillon Road Improvements – Additional Survey

B&N PROJECT NO. & ACTIVITY CODE: PR52178 – M3.13.11

1. Description of Services to be provided supported by Fee Proposal on Attachment B: See attached letter proposal dated March 20, 2019 and marked ATTACHMENT "B".
2. Deliverables: As defined in Work Order PR52178-2
3. Schedule:
 - a. Start Date: March 26, 2019
 - b. Delivery Date: April 10, 2019
(only monument searches & locates, and additional topo; pin setting TBD)
4. Additional Special Provision: None
5. Compliance is required per Article 7, paragraph 7.3 of the Master Services Agreement, federal contracts of \$10,000 or greater: No.
6. SUBCONSULTANT Fee not to be exceeded per Attachment B: \$2,160.00
7. Special Invoicing Instructions: Email invoices directly to B&N Accounting Department, including project number and activity code.

BURGESS & NIPLE, INC.



PROJECT Managers

Michael D. Jones

Print Name

3/25/2019


Date

GPD GROUP



Authorized Signatory Agent

PROJECT MANAGER (if different)



Print Name

3/25/2019

Date

SUBCONSULTANT is authorized to proceed upon confirmation of electronic receipt of completely executed WORK ORDER.



520 South Main Street, Suite 2531
Akron, Ohio 44311

Phone 330.572.2100
www.gpdgroup.com

Mr. Michael D. Jones, PS
Burgess and Niple, Inc.
100 W. Erie Street
Painesville, OH 44077

March 20, 2019

RE: Massillon Road Parcel 23-30 Plat Field Work

Dear Mr. Jones:

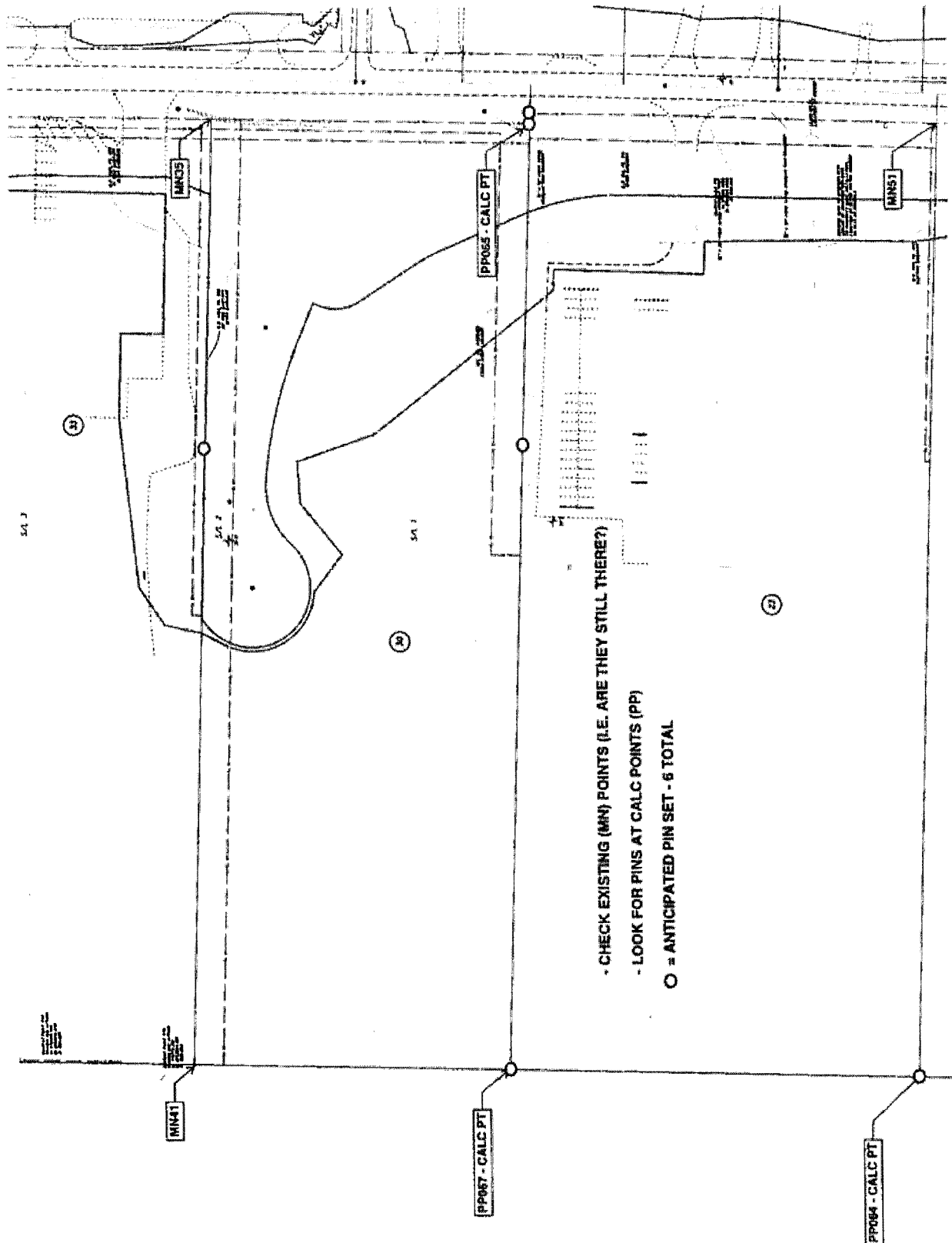
GPD Group will perform the field survey necessary to search and locate, or verify the six (6) monuments shown on the provided graphic. We will return to the site to set the required pins, anticipate six (6), when directed by Burgess and Niple. Caps for the pins will be supplied by Burgess and Niple. GPD will locate the remaining portions of the buildings and parking lot on Summit County Auditor's Parcel 28-05388 along with any evidence of occupation or improvements along the north property line. Topo will be limited to outlines or locations of features.

Not-to-Exceed fee for the above-described services will be \$2,160 (Two Thousand One Hundred Sixty).

Sincerely,
GPD Group

A handwritten signature in black ink, appearing to read "Travis D. McCarty", written in a cursive style.

Travis McCarty
Project Manager



ATTACHMENT "D"



GPD GROUP
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Columbus Office

1801 Watermark Drive
Suite 210
Columbus, OH 43215

tel 614.210.0751

fax 614.210.0752

www.gpdgroup.com

Mr. Mike Jones, PS
Burgess & Niple
100 W. Erie Street
Painesville, Ohio 44077

January 12, 2018

RE: Massillon Road, City of Green, Additional Right of Way Pin Setting

Dear Mr. Jones:

GPD is pleased to provide this scope and fee for your consideration and your client, the City of Green. If you have any questions or concerns of the proposed tasks below, please call me.

Project Understanding:

Burgess & Niples' (B&N) client, the City of Green, in the development of the proposed roadway revisions to Massillon Road, require 120 more proposed Right-of-way monuments set than previously included in the original scope. GPD will provide these additional monuments as outlined below.

Project Assumptions:

- Unfettered access to project limits.
- Coordination to field activities with land owners will be provided by others.
- Fee is based on these efforts being performed during leaf-off conditions. GPD reserves the right to readjust our fee for leaf-on conditions.
- Delays: Inclement weather, or issues beyond our control that delay our ability to perform these efforts in the amount of time we estimated, GPD reserves the right to readjust our estimated schedule delivery date.
- GPD has included in the Fee, \$350 for purchase of 3/4" x 30" rebar.
- B&N will supply the rebar caps and coordinates (in ASCII format) for the Right-of-way monuments to be placed.

Project Tasks Authorized in Scope:

Task 1) Set 120 additional Right-of-way monuments at the direction of B&N.

Project Tasks If-Authorized in Scope:

NONE

Tasks not included in this scope:

The authorized and if-authorized task detailed in this scope are the only work to be performed under this contract. Scope modifications can be made, upon request and when agreed upon by both parties. Additional fees for modified scopes may be required.

ATTACHMENT "D"

Massillon Road, City of Green

2

January 12, 2018

Deliverable:

- Right-of-way Monuments and caps set in accordance to B&N's direction.
- Email notification that Right-of-way monuments have been set and any deviations from the called for monument.

Fee:

\$6,072.00 Cost Plus NTE.

Estimated Schedule:

GPD can provide the deliverables within thirty days from full execution of contract and Notice to Proceed from client.

Sincerely,

Chris LeRoy. PS
Project Manager

ATTACHMENT "D"

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:
Agreement No.:
PID:
PDP Path Used:
CONSULTANT: GPD

Proposal Date:
Revised Date:

PROJECT DESCRIPTION:

HOURLY RATES

| | |
|-----------------------------------|---------|
| Proj. Exec/Project Manager | \$62.00 |
| Sr. Engineer | \$52.00 |
| Project Engineer | \$43.00 |
| Technical/Designer | \$35.00 |
| R/W Specialist/Surveyor | \$37.00 |
| Clerical/ Rodman | \$24.75 |
| Principal Environmental Scientist | \$52.00 |
| Sr. Environmental Scientist | \$38.50 |
| Environmental Scientist | \$27.00 |
| | \$0.00 |
| | \$0.00 |

| | | |
|-------------------------|---------|-----------------|
| Average Overhead Rate = | 152.83% | (Net Fee Calc.) |
| Overhead Percentage = | 187.54% | |
| Net Fee Percentage = | 10.00% | |
| Cost of Money = | 0.87% | |

| Task # | Task Description | No. | Hourly Rate | Total Hours | Labor Costs | Overhead Costs | Cost of Money | Direct Costs | Subcon Costs | Net Fee | Total Cost |
|--------|--|-----|-------------|-------------|-------------|----------------|---------------|--------------|--------------|----------|------------|
| 3 | Stage 2 Engineering Phase | | | | | | | | | | |
| | SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE | | \$40.53 | 45 | \$1,824.00 | \$3,420.73 | \$15.87 | \$350.00 | \$0.00 | \$461.16 | \$6,072 |
| | IF AUTHORIZED TASKS | | | | | | | | | | |
| | Subtotal of If-Authorized Tasks | 0 | | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| | GRAND TOTAL | 0 | \$40.53 | 45 | \$1,824.00 | \$3,420.73 | \$15.87 | \$350.00 | \$0.00 | \$461.16 | \$6,072 |