

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 145

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL DESIGN ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND TMS ENGINEERS, INC., IN CONNECTION WITH THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO. 67602), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2014-233, Council authorized the Mayor to enter into a contract with TMS Engineers, Inc. for professional engineering design and consulting services for the City-wide Traffic Signal System Upgrade Project (the "Project"), in an amount not to exceed \$418,600.00; and

WHEREAS, in addition, by and through Ordinance No. 2016-226, Council authorized the filing of an application for Transportation for Livable Communities Initiative Implementation (TLCI) grant funding assistance with the Northeast Ohio Areawide Coordinating Agency (NOACA) in connection with City of Strongsville intersection improvements at Pearl Road and Royalton Road and other areas within the Town Center District to improve pedestrian and bicycle safety, which will include improvements to, among other things, pedestrian signalization; and

WHEREAS, the City was notified by NOACA that such funding assistance was approved in the amount of \$141,000.00; and

WHEREAS, therefore, the City's Engineer has now recommended that in order to complete the construction plans for the work included in the scope for the TCLI program, the plans for the City-wide Traffic Signal System Upgrade will need to include modifications to the scope and cost of the Professional Design Engineering Services Proposal by TMS Engineers, Inc., all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the contract, in the total amount of \$121,100.00, for a new total proposal of \$539,700.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into a modification to the Professional Design Engineering Services contract, in the total amount of \$121,100.00, as recommended by the City Engineer and requested by the City, reflected in Exhibit "A", and to direct the Director of Finance to make payment to **TMS ENGINEERS, INC.**, in the additional amount of \$121,100.00, thereby increasing the total contract cost to \$539,700.00.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 145
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Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and the TIF Capital Improvement Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for modifications to the scope of work and cost proposal, to facilitate payment to the contractor for additional work requested by the City, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Kenneth M. Dooner
 President of Council

Approved Thomas J. Briud
 Mayor

Date Passed: September 5, 2017

Date Approved: September 6, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: Aimee Pientko
 Clerk of Council

ORD. No. 2017-145. Amended: _____
 1st Rdg. 09-05-17 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 09-05-17 Defeated: _____



TMS Engineers, Inc.

Transportation Management Services

2112 Case Parkway South, #7 • Twinsburg, Ohio 44087

www.TMSEngineers.com

August 30, 2017

Mr. Kenneth P. Mikula, P.E.
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

**Re: Contract Modifications for Professional Design Engineering Services -
City Wide Traffic Signal System Upgrade Project
City of Strongsville**

Dear Mr. Mikula:

This correspondence is in reference to your request for a proposal for professional design services for the NOACA TLCI safety project. We have obtained a quotation from Euthenics for the majority of the design work, however there will be some effort on our part for traffic signal inclusion in this separate construction project. Our work also includes the modification of the City Wide Signal Project Plans to incorporate the improvements that will be in place from this project. The following is a description of our work effort, time schedule and compensation requirements in order to prepare the design work based upon this scope of services.

SCOPE OF WORK

The scope of work includes providing engineering and surveying services for final plans, cost estimates, and detailed specifications for improvements associated with the City of Strongsville Town Center District Transportation for Livable Communities Initiative (TLCI).

The base mapping created by Euthenics for the Strongsville Signal Project will be updated for changes in site conditions and expanded as needed for this project. Anticipated plan sheets include the following: Title Sheet, General Notes, General Summary, Typical Sections, Plan View Only (i.e. no profile) Sheets, Freedom Trail Wayfinding Signage Plan and Maintenance of Traffic Plans. Cost estimates and pay quantities will be developed to ODOT format. Roadway pavement marking plans, roadway signing plans and signal plans will be included with TMS Engineers work tasks. The following is a detailed description of the scope of work.

1. Pearl Road / Royalton Road Intersection

Develop final plans and specifications for refuge islands at the east, south and west approach of the intersection as generally depicted on page 20 of NOACA's "Strongsville Town Center District Development Plan", and attached hereto as Exhibit "A". The approximate lengths of refuge islands are as follows: east approach

Mr. Kenneth P. Mikula, P.E.

August 30, 2017

Page 2

(75 feet), south approach (100 feet), west approach (100 feet). The current traffic signal design in the City Wide project will be modified to place pedestrian facilities in the islands. The modified design would be constructed as part of this project. We anticipate the need for a new catch basin at the low end of the refuge island where water will concentrate for the east approach. The concentrate flow should be intercepted prior to the end of the island where it would otherwise drain across to the adjacent lane. A storm sewer profile will be provided at this location. This intersection has very high traffic volumes on both routes. The anticipated maintenance of traffic scheme consists of temporarily reducing lane widths in order to provide contractor access and work area for the west and south approaches. Lane closure will likely be required to construct the island at the east approach. Temporary traffic signals and adjustments to existing signal timings and phasing are not anticipated.

2. Pearl Road / Westwood Drive Intersection

Develop final plans and specifications for stamped concrete crosswalks at all approaches of the intersection. The existing asphalt within the crosswalk will be milled and replaced with stamped concrete pavement. A stamped concrete crosswalk detail/typical section will be developed. Temporary lane closures will be required to allow the concrete to cure. Maintenance of traffic plans that layout the phased construction will be developed. All signal improvements from the City wide signal project would be made part of this project with modifications necessary with the crosswalk improvements.

3. Pearl Road / Center Middle School Intersection

Develop final plans and specifications to replace the existing painted crosswalk with a stamped concrete crosswalk at the south approach of the intersection. The ADA ramps that were installed with the new Center Middle School will remain. Adjustment and relocations plans for traffic signal appurtenances if needed will be developed. Maintenance of traffic plans will be developed to construct the stamped concrete crosswalk. Two phases of construction are anticipated. Phase 1 will consist of constructing the crosswalk through the inside southbound lane, the northbound left turn lane and the inside northbound lane. Ingress/egress to the Middle School will be via the north drive during this phase. A northbound left turn at the signalized intersection (South Middle School Drive) will not be permitted during this phase. Phase 1 construction should occur over the weekend when school activities are at a minimum. Phase 2 will consist of constructing the crosswalk through the northbound and southbound curb lanes while maintaining traffic on the three lanes mentioned in

Phase 1. A refuge island at the north approach of the intersection as generally depicted on Page 22 of NOACA's 'Strongsville Town Center District Development Plan' and attached hereto as Exhibit "B" will not be constructed due to the potential impacts the relocated curb ramps would have on the existing waterline located under the east side sidewalk and potential impacts to cemetery property. No temporary signal work is anticipated or included in the proposal.

4. Improvements within Town Center

The scope for this item includes developing plans and details for adding ladder style crosswalks by Council Chambers and by the Recreation Center. Also included is adding wayfinding signage along Freedom Trail and adding bike racks at the Recreation Center. The 2016 Cuyahoga County aerial photos will be used as the background for plan development (i.e. no field survey will be performed). The aerial plan drawing will schematically show the location of the improvements. Crosswalk and bike rack details will be developed as needed. The location, size and legend of way-finding signage will also be shown. Quantities for the improvement will be carried to the General Summary.

5. Modifications to City Wide Signal Plans

All work and modifications to the signals for this project will be shown as existing improvements in the City Wide Signal Project. The plans for the City Wide Signal Project will be modified as required and new quantities will be calculated.

TIME SCHEDULE

TMS Engineers, Inc. will undertake the responsibilities, duties and requirements set forth in this Agreement and will begin immediately and will complete those responsibilities, requirements and duties as required from date of authorization from the City of Strongsville unless an extension of time is granted in writing by The City of Strongsville.

COMPENSATION

The fee for the professional services will be on the basis of an Lump Sum Fee of *One Hundred Twenty-One Thousand One Hundred Dollars, \$121,100.00*. Appropriate amounts are incorporated in the Lump Sum Fee to account for all labor, overhead, profit, reimbursable expenses, and other consulting charges. Invoices will be submitted monthly for the services based upon percentage of

Mr. Kenneth P. Mikula, P.E.
August 30, 2017
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work completed during the billing period to the Lump Sum. Invoices are due upon receipt and past due 30 days after receipt. Invoice amounts not paid within 30 days after receipt, shall accrue interest at the rate of 2% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

LIABILITY

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TMS Engineers, Inc. and its officers, directors, agents or employees, and any of them, to The City of Strongsville and anyone claiming by, through, or under The City of Strongsville for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement or to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of TMS Engineers, Inc. or its officers, directors, agents or employees, or any of them, shall not exceed the total compensation received by TMS Engineers, Inc. under this Agreement.

INDEMNIFICATION

The Client agrees to hold harmless, indemnify and defend TMS Engineers from any and all claims, suits including third party suits, demands, expenses, or damages arising or alleged to arise from the conduct of the work under this project, except for those claims or damages finally determined to have arisen solely from the negligent acts, negligent errors or omissions of TMS Engineers. TMS Engineers agrees to hold harmless, indemnify and defend the Client from any claims, suits including third party suits, demands, expenses or damages arising or alleged to arise from the conduct of this work under this project for those claims or damages finally determined to have arisen solely from the negligent acts, negligent errors or omissions of TMS Engineers.

PROFESSIONAL RESPONSIBILITY

TMS Engineers represents that the services shall be performed within the limits prescribed by the Agreement in a manner consistent with the level of care, skill and diligence ordinarily possessed and exercised by other professional consultants of the type used in this project under similar circumstances at the same time and in the same locality. No other representation to The City of Strongsville, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, drawing, specification, document or otherwise produced in connection with these services.

Mr. Kenneth P. Mikula, P.E.
October 23, 2014
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CONCLUSION

This Proposal is based on our understanding of the Scope of Services to date and the responsibilities of TMS Engineers. If the Scope of Services for this Project is altered, this Proposal shall be adjusted accordingly to the mutual satisfaction of both The City of Strongsville and TMS Engineers.

ACCEPTANCE

Please indicate your acceptance of this Agreement or provide a modification of our current contract. If you should issue a purchase order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

The costs included in this Proposal are valid for six (6) months from the date of the submittal. If the Proposal is accepted after said period, TMS Engineers reserves the right to review and retain or modify the costs stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations.

This document shall represent our total agreement and supercedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio. This Agreement shall become effective on the date of the last signature made.

We appreciate your consideration of TMS Engineers, Inc. for this assignment and are in a position to begin work promptly upon your acceptance of this proposal. If you have any questions or require additional information, please do not hesitate to call.

Very truly yours,

TMS Engineers, Inc.

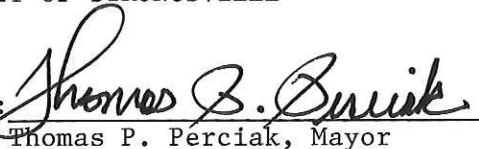


Michael W. Schweickart, P.E., PTOE
President

enclosures

CITY OF STRONGSVILLE

By:


Thomas P. Perciak, Mayor

Date:

Sept. 6, 2017

Approved as to legal form only by the
Law Department of the City of Strongsville.

By


Law Director

Date

9-7-17

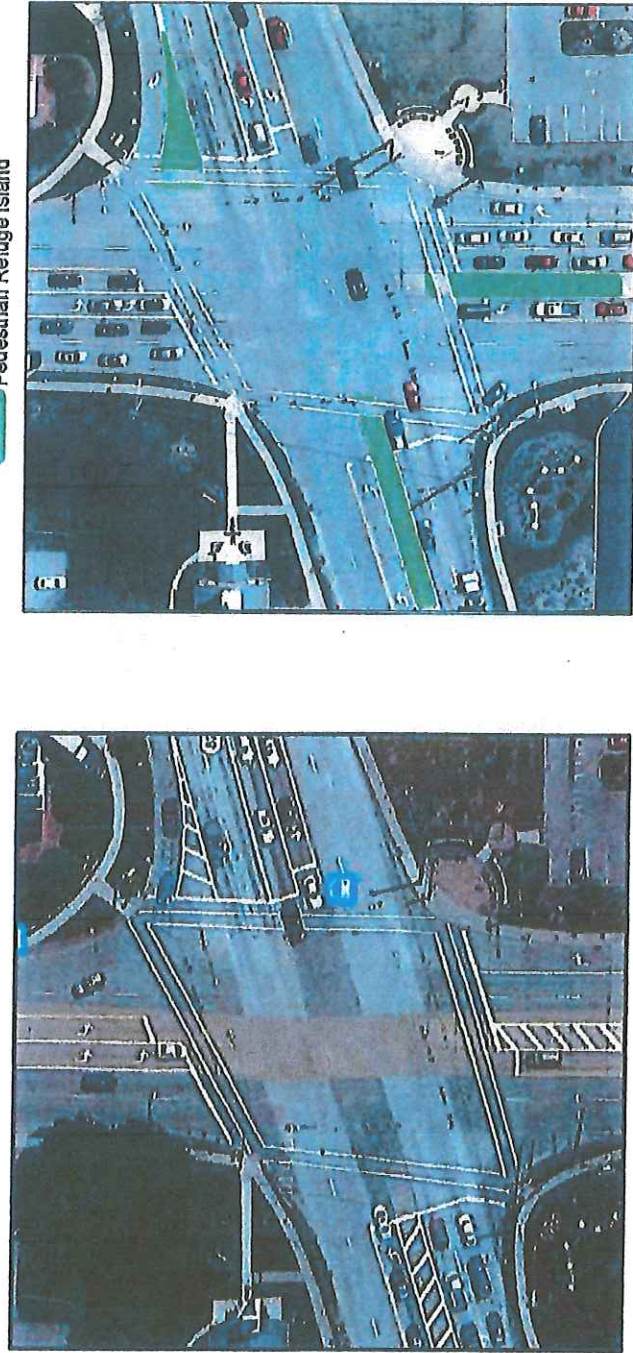
place to stop if they get caught crossing without time to make it to the other side. Pedestrian islands are recommended as a pedestrian safety countermeasure by FHWA. More information can be found here:

<http://safety.fhwa.dot.gov/provencountermasures/>

Certain accommodations should be added to the four corners of the intersection in order to comply with the Americans with Disabilities Act (ADA). Installing curb ramps and truncated domes alerts the visually impaired of sidewalk/intersection transition, and helps the mobility impaired transition on and off of the sidewalk.

EXHIBIT "A"

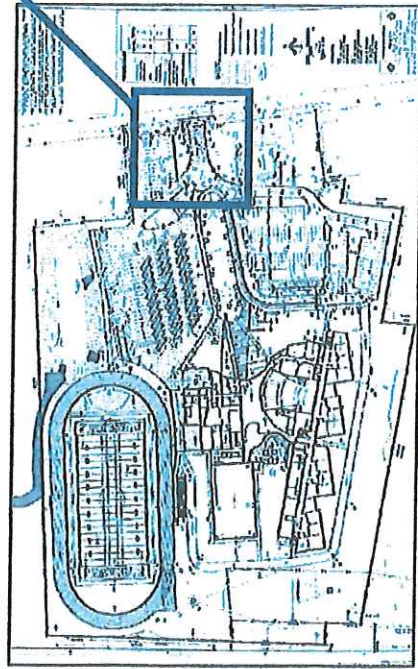
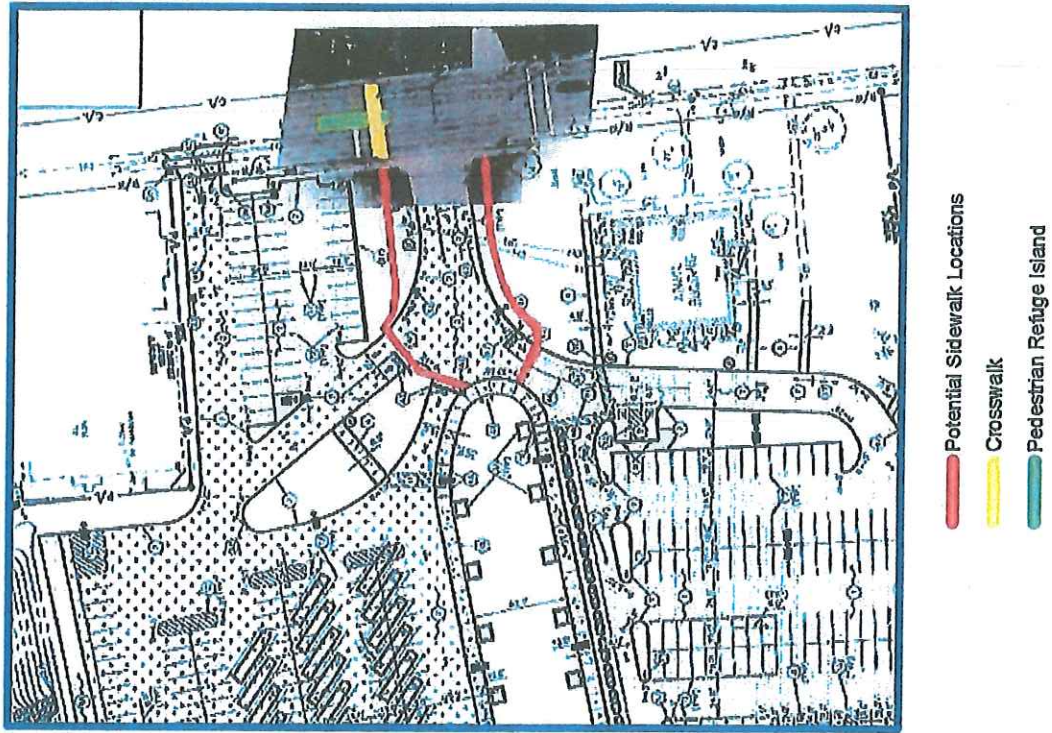
Figure 5 | Pearl and Royalton Roads Intersection with and without pedestrian refuges and porkchop island recommendations



attempt to cross against direction of the signal. This is especially true of youth. This could be improved by providing a more rapid response to pushbutton activation.

Though prioritizing the pushbutton response may slightly impact vehicle travel times, the safety of children crossing a busy street should be the highest priority movement at this intersection. The middle school site plan, shown in Figure 8, does not currently provide a space for pedestrians to access the school along the driveway. A sidewalk should be incorporated into the design plans, and constructed along with the site reconstruction.

Figure 8 | Middle School Site Plan



PROJECT SCHEDULE

Assume NTP October 1, 2017

Task	Start	End	Duration
Survey and Basemapping	10/02/17	10/30/17	4 Weeks
Develop Stage 1 Plans	10/15/17	12/17/17	9 Weeks
Stage 1 Review	12/17/17	01/08/18	4 Weeks
Develop Combined Stage 2/3 Plans	01/08/18	02/05/18	4 Weeks
Combined Stage 2/3 Review	02/05/18	03/05/18	4 Weeks
Develop and Submit Final Tracings	03/05/18	03/19/18	2 Weeks
Plan Package to C.O.	03/19/18	04/16/18	4 Weeks
Advertise	04/16/18	05/14/18	4 Weeks
Selection and Award	05/14/18	07/02/18	7 Weeks
Construction	07/02/18	11/19/18	20 Weeks

**STRONGSVILLE - TLCI SAFETY PROJECT
DESIGN SERVICES**

TMS Overhead Percentage = 111.94%
 ODOT Avg Overhead %/stage = 151.58%
 Cost of Money = 0.00%
 Net Fee Percentage = 11.00%

0

TMS Engineers, Inc.

8/30/2017

PID NO.:

CONSULTANT:

DATE:

Task - Description - Scope of Services

Part 1

TLCI Safety Project Plan Preparation

1.1 Pearl Road & Royalton Road Intersection Improvements

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
1.1.1 Stage 1 Work	\$28.24	29	\$819	\$917	\$0	\$5,950	\$5,950	\$227	\$7,913
1.1.2 Stage 2 Work	\$32.67	52	\$1,699	\$1,902	\$0	\$5,950	\$5,950	\$470	\$10,021
1.1.3 Stage 3 Work	\$32.67	52	\$1,699	\$1,902	\$0	\$5,950	\$5,950	\$470	\$10,021
1.1.4 Utility Coordination	\$33.50	2	\$67	\$75	\$0	\$0	\$0	\$19	\$161
1.1.5 Constructability Review	\$33.50	2	\$67	\$75	\$0	\$0	\$0	\$19	\$161

1.2 Pearl Road & Westwood Intersection Improvements

1.2.1 Stage 1 Work	\$27.80	25	\$695	\$778	\$0	\$5,950	\$5,950	\$192	\$7,615
1.2.2 Stage 2 Work	\$32.78	32	\$1,049	\$1,174	\$0	\$5,950	\$5,950	\$290	\$8,463
1.2.3 Stage 3 Work	\$32.78	32	\$1,049	\$1,174	\$0	\$5,950	\$5,950	\$290	\$8,463
1.2.4 Utility Coordination	\$32.25	4	\$129	\$144	\$0	\$0	\$0	\$36	\$309

1.3 Pearl Road & Center Middle School Intersection

1.3.1 Stage 1 Work	\$0.00	0	\$0	\$0	\$0	\$5,950	\$5,950	\$0	\$5,950
1.3.2 Stage 2 Work	\$27.80	25	\$695	\$778	\$0	\$5,950	\$5,950	\$192	\$7,615
1.3.3 Stage 3 Work	\$32.78	32	\$1,049	\$1,174	\$0	\$5,950	\$5,950	\$290	\$8,463
1.3.4 Utility Coordination	\$32.83	48	\$1,576	\$1,764	\$0	\$0	\$0	\$436	\$3,776

1.4 Town Center Improvements

1.4.1 Stage 1 Work	\$23.54	13	\$306	\$343	\$0	\$5,950	\$5,950	\$85	\$6,684
1.4.2 Stage 2 Work	\$33.25	4	\$133	\$149	\$0	\$5,950	\$5,950	\$37	\$6,269
1.4.3 Stage 3 Work	\$33.25	4	\$133	\$149	\$0	\$5,950	\$5,950	\$37	\$6,269
1.4.4 Utility Coordination	\$33.33	3	\$100	\$112	\$0	\$0	\$0	\$28	\$240

1.5 Project Management

1.5.1 General Oversight	\$69.69	16	\$1,115	\$1,248	\$0	\$112	\$112	\$309	\$2,784
1.5.2 Project Meetings	\$51.69	16	\$827	\$926	\$0	\$0	\$0	\$229	\$1,982
Subtotal	\$624.36	391	\$13,207	\$14,784	\$0	\$71,512	\$71,512	\$3,656	\$103,159

SUBTOTAL PART 1

Part 1 Total \$0.00 391 \$13,207 \$14,784 \$0 \$0 \$71,512 \$3,656 \$103,159

Part 2

City Wide Signal Project Plan Modifications

Detailed Plan Modifications

**STRONGSVILLE - TLCI SAFETY PROJECT
DESIGN SERVICES**

TMS Overhead Percentage = 111.94%
 ODOT Avg Overhead %/stage = 151.58%
 Cost of Money = 0.00%
 Net Fee Percentage = 11.00%

PID NO.: 0

CONSULTANT: TMS Engineers, Inc.

DATE: 8/30/2017

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
1.1 Roadway									
1.1.1 Update Title Sheet	\$32.33	3	\$97	\$109	\$0	\$0	\$0	\$27	\$233
1.1.2 Update Schematic	\$32.67	9	\$294	\$329	\$0	\$0	\$0	\$81	\$704
1.1.3 Update Intersection Details - Curb Ramps ADA	\$32.33	6	\$194	\$217	\$0	\$0	\$0	\$54	\$465
1.2 Signal Plan									
1.2.1 Signal Plan Sheets	\$32.35	72	\$2,329	\$2,607	\$0	\$0	\$0	\$645	\$5,581
1.2.2 Interconnect Details	\$32.50	24	\$780	\$873	\$0	\$0	\$0	\$216	\$1,869
1.3 Utilities									
1.3.1 Utility Coordination and Documentation	\$31.94	16	\$511	\$572	\$0	\$0	\$0	\$141	\$1,224
2.1 Second Constructability Review									
2.1.1 Constructability Review	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
3.1 Update Cost Estimates									
3.1.1 Update Construction, Right-of-Way Acquisition and Utility Costs	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
4.1 Project Management									
4.1.1 Documentation of Approvals and Coordination per L&D V3 1400	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
4.1.2 General Oversight	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
4.1.3 Project Meetings	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
Subtotal	\$36.05	170	\$6,128	\$6,860	\$0	\$0	\$0	\$1,696	\$14,684
Prepare Final Plan Package									
5.1 Final Plan Package									
5.1.1 Submission of Final Tracings	\$33.31	16	\$533	\$597	\$0	\$0	\$0	\$148	\$1,278
5.1.2 Submission of Bid Documents	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
5.2 Project Management									
5.2.1 General Oversight	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
Subtotal	\$42.50	32	\$1,360	\$1,522	\$0	\$0	\$0	\$376	\$3,258
Part 2 Total	\$37.07 Avg. Rate	202	\$7,488	\$8,382	\$0	\$0	\$0	\$2,072	\$17,942
GRAND TOTAL	\$34.90	593	\$20,695	\$23,166	\$0	\$0	\$0	\$71,512	\$121,101

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

HOURLY RATES	
Personnel Category	Salary Rate
Project Manager	\$69,711
Senior TE	\$33,655
Traffic Engineer	\$30,960
Field Technician	\$19,230
CAD Technician	\$32,930
Secretarial	\$18,000

PID NO.: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURS BY PERSONNEL CATEGORY

Task - Description	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Total Hours	Labor Costs
Part 1								
TLCI Safety Project Plan Preparation								
1.1 Pearl Road & Royaiton Road Intersection Improvements								
1.1.1 Stage 1 Work		4	8	9	8		29	\$819
1.1.2 Stage 2 Work		4	8		40		52	\$1,699
1.1.3 Stage 3 Work		4	8		40		52	\$1,699
1.1.4 Utility Coordination		2					2	\$67
1.1.5 Constructability Review		2					2	\$67
1.2 Pearl Road & Westwood Intersection Improvements								
1.2.1 Stage 1 Work		4	4	9	8		25	\$695
1.2.2 Stage 2 Work		4	4		24		32	\$1,049
1.2.3 Stage 3 Work		4	4		24		32	\$1,049
1.2.4 Utility Coordination		2	2				4	\$129
1.3 Pearl Road & Center Middle School Intersection								
1.3.1 Stage 1 Work		4	4	9	8		25	\$695
1.3.2 Stage 2 Work		4	4		24		32	\$1,049
1.3.3 Stage 3 Work		4	4		40		48	\$1,576
1.3.4 Utility Coordination		4	4				8	\$695
1.4 Town Center Improvements								
1.4.1 Stage 1 Work		2		9	2		13	\$306
1.4.2 Stage 2 Work		2			2		4	\$133
1.4.3 Stage 3 Work		2			2		4	\$133
1.4.4 Utility Coordination		1			2		3	\$100
1.5 Project Management								
1.5.1 General Oversight	16	8					16	\$1,115
1.5.2 Project Meetings	8						16	\$827
Subtotal	24	57	50	36	224	0	391	\$13,207
SUBTOTAL PART 1							0	\$13,207

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

		HOURLY RATES	
Personnel Category	Salary Rate		
Project Manager	\$69.71		
Senior TE	\$33.65		
Traffic Engineer	\$30.96		
Field Technician	\$19.23		
CAD Technician	\$32.93		
Secretarial	\$18.00		

PID NO: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURS BY PERSONNEL CATEGORY

Task - Description	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Total Hours	Labor Costs
Part 2								
City Wide Signal Project Plan Modifications								
Detailed Plan Modifications								
1.1 Roadway								
1.1.1 Update Title Sheet			1		2		3	\$97
1.1.2 Update Schematic			1		8		9	\$294
1.1.3 Update Intersection Details - Curb Ramps ADA			2		4		6	\$194
1.2 Signal Plan								
1.2.1 Signal Plan Sheets		8	24		40		72	\$2,329
1.2.2 Interconnect Details		8	8		8		24	\$780
1.3 Utilities								
1.3.1 Utility Coordination and Documentation			8		8		16	\$511
2.1 Second Constructability Review								
2.1.1 Constructability Review		8					8	\$269
3.1 Update Cost Estimates								
3.1.1 Update Construction, Right-of-Way Acquisition and Utility Costs		8					8	\$269
4.1 Project Management								
4.1.1 Documentation of Approvals and Coordination per L&D V3 1400		8					8	\$269
4.1.2 General Oversight		8					8	\$558
4.1.3 Project Meetings		8					8	\$558
Subtotal	16	40	44	0	70	0	170	\$6,128
Prepare Final Plan Package								
5.1 Final Plan Package								
5.1.1 Submission of Final Tracings		8			8		16	\$533
5.1.2 Submission of Bid Documents		8					8	\$269
5.2 Project Management								
5.2.1 General Oversight		8					8	\$558

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

PID NO: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURLY RATES

Personnel Category	Salary Rate
Project Manager	\$69,71
Senior TE	\$33,63
Traffic Engineer	\$30,96
Field Technician	\$19,23
CAD Technician	\$32,93
Secretarial	\$18,00

HOURS BY PERSONNEL CATEGORY

Task - Description	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Total Hours	Labor Costs
Subtotal	8	16	0	0	8	0	32	\$1,360
SUBTOTAL PART 2	16	40	44	0	70	0	170	\$6,128
GRAND TOTAL	48	113	94	36	302	0	593	\$20,695

CONSULTANT: TMS Engineers, Inc.

CR/S: 0

DATE: 8/30/2017

PID NO.: 0

ESTIMATED DIRECT NON-LABOR COSTS

TRAVEL								
Site	86 Miles/Trip x	2 Trips x	\$0.500 per Mile	=				\$86.00
District	121 Miles/Trip x	1 Trips x	\$0.500 per Mile	=				\$60.50
Other	0 Miles/Trip x	0 Trips x	\$0.500 per Mile	=				\$0.00
			Subtotal	=				\$147

REPRODUCTIONS & SUBMISSIONS

Reports	0 Copies x	75 Pages/Copy x	\$0.12 per Page	=				\$0.00
Xerox	0 Sheets @	\$0.00 per Sheet x		=				\$0.00
MyIars	0 Sheets @	\$8.50 per Sheet x	1 Submissions	=				\$0.00
Printing	200 Sheets @	\$1.50 per Sheet	6 Sets	=				\$1,800.00
Postage	0 Mailings @	\$0.00 per Mailing		=				\$0.00
			Subtotal	=				\$1,800

PHOTOGRAPHS

	0 Film Rolls x	\$25.00 per Roll	=					\$0
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OTHER

	Survey & basemapping Sub-consultant Services	=						\$0
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DIRECT NON-LABOR COST TOTAL

\$1,947

**ADDENDUM TO ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF STRONGSVILLE ("CITY") AND
TMS ENGINEERS, INC. ("CONSULTANT") FOR
THE CITY-WIDE TRAFFIC SIGNAL UPGRADE PROJECT**

1. SUPPLEMENTAL FORMS. The parties agree that the following forms as identified and attached hereto shall become part of the within Agreement:

Proposer's Affidavit
Statement as to Interested Parties
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Affirmative Action Certificate
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)

2. CONSULTANT'S INDEMNIFICATION. Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

3. POWERS OF THE CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Owner, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

4. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

5. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

6. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:

City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:

Michael W. Schweickart, P.E., PTOE
President
TMS Engineers, Inc.
2112 Case Parkway South, #7
Twinsburg, Ohio 44087

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

7. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

8. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

9. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

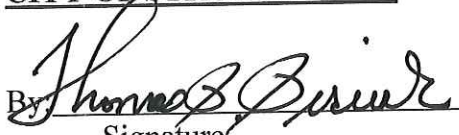
10. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

11. **SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

12. **BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party, which may be denied.

Acceptance of the terms of this Addendum to Engineering Services Agreement will only be effective upon approval by the City's Council in accordance with law, and is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

"CITY"
CITY OF STRONGSVILLE

By: 
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Sept. 6, 2017
Date of Signature

"CONSULTANT"
TMS ENGINEERS, INC.

By: _____
Signature

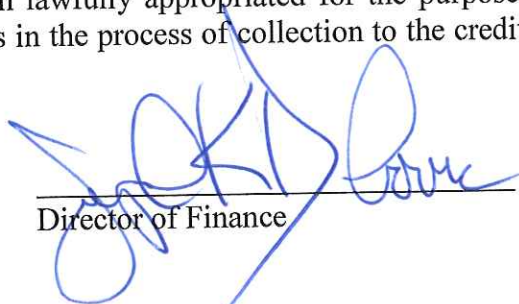
Michael W. Schweickart, President
Typed Name/Title

Date of Signature

CERTIFICATION OF FUNDS

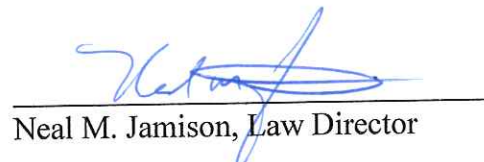
I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

September 6, 2017
Date


Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 7th day of September, 2017.


Neal M. Jamison, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 20__.

Notary Public

