

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 233

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR ENGINEERING CONSULTING SERVICES FOR THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO. 67602), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Council Resolution No. 2014-091, the City has advertised for and received proposals for engineering consulting services for the City-wide Traffic Signal System Upgrade Project (PID No. 67602); and

WHEREAS, three (3) of the proposing firms were ranked in accordance with law; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract with the firm ranked best qualified for providing such services;

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

Section 1. That this Council hereby finds and determines that the proposal submitted by **TMS ENGINEERS, INC.**, for engineering consulting services in connection with the City-wide Traffic Signal System Upgrade Project (PID 67602) meets the specifications and request for proposals on file with the City Engineer, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the most qualified firm and best proposal for the proposed contract. All other proposals for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized to enter into a contract with the aforesaid best qualified proposer for engineering consulting services in connection with the City-wide Traffic Signal System Upgrade Project (PID No. 67602), in an amount not to exceed \$418,600.00 and in accordance with the request for proposals on file with the City Engineer, and as reflected in the contract, including the Scope of Services substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference, which in all respects is hereby approved.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 4. 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 5. 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 enter into said contract in order to commence the City-wide traffic signal system upgrade project, provide a more efficient passage of traffic at various intersections within the City, protect the lives and property of vehicular travelers in and through the City, and to 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.

Michael Daymut
 President of Council

Approved: James S. Brewer
 Mayor

Date Passed: December 1, 2014

Date Approved: December 2, 2014

| | <u>Yea</u> | <u>Nay</u> |
|------------|-------------------------------------|--------------------------|
| Carbone | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Daymut | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| DeMio | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dooner | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Maloney | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Schonhut | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Southworth | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Attest: Aimee Pientka
 Clerk of Council

ORD. No. 2014-233 Amended: _____
 1st Rdg. 12-1-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 12-1-14 Defeated: _____

ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF STRONGSVILLE AND
TMS ENGINEERS, INC.
TRAFFIC ENGINEERING SERVICES

This Agreement is made and entered into the _____ day of _____, 2014, by and between the City of Strongsville, State of Ohio, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and TMS Engineers, Inc., a corporation organized and existing under the laws of the State of Ohio, with a principal place of business located at 4547 Hudson Dr., Stow, Ohio 44224 (herein "TMS Engineers, Inc." or the "Consultant"), with the City and TMS Engineers, Inc. jointly referenced herein as the "Parties" and severally by name or as each by "Party."

Whereas, the City has determined that traffic engineering consultation services (said consultant services and all resultant plans, reports and other documents being referred to herein as the "Work") for various City projects (the current and future "Projects") are needed for the welfare of the traveling public; and

Whereas, TMS Engineers, Inc. offers to perform the Work pursuant to the terms and conditions stated hereby; and

Whereas, this Agreement has been authorized by the Mayor and Council of the City of Strongsville;

Now, therefore, in consideration of payments due under and benefits flowing from this Agreement, the Parties agree as follows:

I. SPECIAL PROVISIONS

A. Scope of Work

The Consultant agrees to perform all traffic engineering services and adjunct services as may be authorized by the City in subsequent written authorization or authorizations to proceed, including all necessary plans, documents, studies and/or reports for several City Projects. Descriptions of the Consultant's Work are as set forth herein, (attached hereto as Exhibit A-1), which is incorporated by reference and made

part of this Agreement as if fully rewritten herein. The Work shall be performed on an as needed basis as administrated and directed by the City. The Scope shall further include but not be limited to the City's Request for Qualifications and Proposals, and the Consultant's Proposal dated July 11, 2014.

B. Fees and Payments

The terms of payment for the Consultant's fee for the professional services to provide traffic signal design services for the Citywide Signal Upgrade project will be on the basis of a Lump Sum Fee of ***Four Hundred Eighteen Thousand, Six Hundred Dollars, \$418,600.00***, as reflected in the summary attached hereto as Exhibit B. Invoices will be sent on a monthly basis and calculated based upon the percentage completion of work. Payment for the services is due within thirty (30) days of the date of invoice. All sums which remain unpaid, in whole or in part, beyond thirty (30) days after date of receipt of invoice shall bear an interest rate of two per cent (2%) per month until paid in full.

C. Professional Responsibility

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement and in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants of the type used in this project under similar circumstances. Any warranty or guarantee of the work shall not exceed the level of professional liability insurance carried and maintained by the Consultant.

D. Change in Scope of Work

If, during the progress of the Work, it becomes necessary for the City to significantly alter the scope of the work product in any particular way whatsoever, the Consultant shall notify the City in writing that such alteration constitutes a significant departure from the agreed traffic engineering services of this Agreement, and the fee and time for completion shall be adjusted to reflect such change in a manner to be agreed upon in writing between the City and the Consultant prior to performance of the additional work by the Consultant.

II. GENERAL CONDITIONS

A. Performance By City

It is understood that the City, without expense to the Consultant, shall:

1. Allow the Consultant access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering files which may be pertinent to the Work or the Task Orders;
2. Examine any studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time in order not to delay the Work;
3. Provide access to enter upon public and private land to the extent the City has access to the private land without taking extraordinary legal or administrative measures.
4. Designate, in writing, a person to act as the City's representative with respect to the Work. Such person shall receive information, interpret and define the City's policies with respect to the Work to be provided by this Agreement.

B. Schedule of Completion

Upon notification by the City that specific Work is required, the time of completion shall be agreed upon by both the City and the Consultant prior to performing the Work. Should the City disagree with the Consultant's proposed schedule, the City may award the Work to others. The Work shall be completed within the agreed upon time period.

C. Documents & Records

Since the City intends to qualify as a Local Public Agency ("LPA") under applicable regulations for many Projects, the following prerequisite is made part of this Agreement:

The Ohio Department of Transportation (ODOT) or the United States Government may legitimately request from time to time, and the Consultant agrees to make available for inspection and/or reproduction by the LPA, ODOT, or the United States Government, all records, books and documentation of every kind and description that relate to this Agreement.

The City shall retain title and ownership to any plans, drawings, charts, reports, illustrations, and field notes or other similar data developed during the Work and covered by this Agreement.

D. Insurance

The Consultant shall carry at least the following minimum amounts of insurance, which shall be maintained in full force and effect during the life of this Agreement. The insurance shall protect the City from damages for personal injury, wrongful death, and damage to property to the extent caused by negligence or wrongful acts or omissions of the Consultant, its subcontractors, its agents, its employees, or its representatives in the performance of any Work covered by this Agreement. The Consultant shall carry such insurance with responsible carriers licensed or at least qualified to do business within the State of Ohio in at least the following amounts:

1. Comprehensive General Liability Insurance for damages or injuries, including injuries resulting in death, in an amount of not less than Two Million Dollars (\$2,000,000.00) for any one accident or occurrence and an aggregate amount of not less than Four Million Dollars (\$4,000,000.00);
2. Automobile Liability Insurance in amounts of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) each for property damage and One Million Dollars (\$1,000,000.00) for bodily injury per accident, and with a combined single limit of not less than One Million Dollars (\$1,000,000.00);
3. Professional Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate, for injuries and/or damages resulting from errors or omissions in the professional services rendered under this Agreement.
4. Worker's Compensation coverage in the statutory amount (at least One Million Dollars).

The Consultant shall furnish the City with Certificates of Insurance, which will verify all commercial insurance coverage specified above, and further must provide that said coverage will not be cancelled without at least thirty (30) days written notice to the City.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost

thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

E. Compliance with Equal Employment Opportunity

The Consultant hereby agrees that neither the Consultant nor any sub-consultant shall, by reason of race, color, religion, sex, age, handicap, disability, national origin, or ancestry, discriminate against any qualified and available person in the hiring and employment of a person to perform the Work to which this Agreement relates. No sub-consultant, or other person acting on behalf of the Consultant, shall in any manner discriminate, intimidate, or retaliate against any employee hired for the performance of Work under this Agreement, on account of race, color, religion, sex, age, handicap, disability, national origin, or ancestry. The Consultant, and any sub-consultant or party acting on behalf of the Consultant, shall comply with the terms of the Americans with Disabilities Act, Title VII, and the Civil Rights Act of 1991, or the Ohio Civil Rights Act.

F. Safety

The Consultant and any sub-consultant or any other party acting on behalf of the Consultant shall comply with all applicable terms of the Occupational Safety and Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter 4167. This compliance shall include at a minimum providing all employees necessary training before Work is performed and providing safeguards, safety devices, and protective equipment. The Consultant shall take any other actions reasonably necessary to protect life and property in connection with performance of the Work covered by this Agreement.

G. Trade and Technical Words

All trade and technical words and terms used in this Agreement shall be deemed to have the meaning established by trade usage in the highway/bridge/traffic construction and consultant engineer business.

H. Conflicts of Interest

The Consultant, on its own behalf as well as on the behalf of its directors and officers, hereby represents its status as an independent service firm, without conflicting interests in the government of the City of Strongsville of its officers and agencies.

I. Successors and Assignment

Each party hereby binds itself and its officers, successors, executors, administrators and assignees to the other Party of this Agreement and to the officers, successors, executors, administrators and assignees of such other Party, in respect to all covenants of this Agreement. Neither Party shall assign, sublet, or transfer its interest in this Agreement without the prior, written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

J. Termination of Agreement

The City may terminate this Agreement at any time by written notification to the Consultant. Immediately upon receipt of such notification the Consultant shall cease all Work unless such notification states otherwise. Compensation due the Consultant in the event of termination shall be mutually determined by the City and the Consultant based upon the usable plans and data submitted to the City at the time of termination. The Consultant shall make no claim for additional compensation by reason of such termination.

K. Governing Law

This Agreement shall be governed by the law of the State of Ohio.

L. Integration Clause

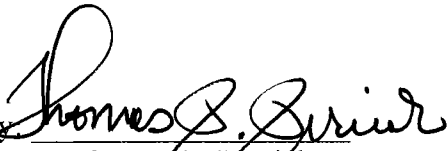
This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

M. Addendum attached is incorporated herein as part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, as duly authorized, have caused this Agreement to be executed in quintuplicate, the day and year first written above.

City of Strongsville

TMS Engineers, Inc.

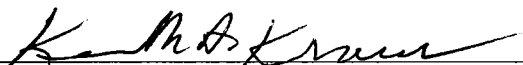
By: 
Thomas P. Perciak

By: _____

Title: Mayor

Title: _____

Approved As to Form:



City of Strongsville Law Director
12/2/14

EXHIBIT A-1
SCOPE OF SERVICES

A. Traffic Signal Design

1. The traffic control plans will be prepared in accordance with the current Ohio Department of Transportation specifications along with specialty items requested by the City of Strongsville. The following items of work are believed to be required and will be furnished under this agreement.
 - a. Preliminary engineering for construction limits
 - b. Preliminary engineering for maintenance of traffic
 - c. Review of environmental field studies performed to date
 - d. Preliminary cost estimate and milestone development
 - e. Coordination of scope of services of final plan development with the Ohio Department of Transportation
 - f. Preparation of ODOT stage 1 (signal warrants) and submittal including refinement of construction limits and cost estimate
 - g. Attend review meetings with ODOT for stage 1 submittal
 - h. Preparation of ODOT stage 2 design plans and submittal in order to provide constructability review and assess right of ay concerns
 - i. Refinement of construction cost estimate at stage 2 level
 - j. Attend review meetings with ODOT for stage 2 submittal
 - k. Preparation of ODOT stage 3 detailed design plans with the calculation of quantities
 - l. Refinement of construction cost estimate at stage 3 level
 - m. Attend review meetings with ODOT for stage 3 submittal
 - n. Preparation of final plan package including tracings of the final construction plans and ODOT LD-4 estimating form. The plan submittal will be in conformance with ODOT's *Location and Design Manual*, section 1500.

B. Location of Work

1. Install new traffic signals (LED vehicle signals & countdown type pedestrian signals), steel support poles and foundations, traffic signal controller, UPS, pedestrian pushbuttons & overhead vehicle detection devices at:
 - Boston Road & Prospect Road
 - Royalton Road & Pearl Road
 - Royalton Road & Central Reserve Life Drive

- Howe Road & Royalton Road
- Royalton Road & I-71 Ramp SB

2. Upgrade existing traffic signals (LED vehicle signals & countdown type pedestrian signals), Traffic signal controller, UPS, pedestrian pushbuttons & overhead vehicle detection devices at:

- Boston Road & Pearl Road
- Boston Road & Howe Road
- Prospect Road & Drake Road
- Pearl Road & Drake Road
- Pearl Road & Ellsworth Drive
- Howe Road & Drake Road
- Prospect Road & West Lunn Road
- Prospect Road & East Lunn Road
- Prospect Road & Royalton Road
- Prospect Road & Westwood Road
- Prospect Road & Albion Drive
- Prospect Road & Fair Road
- Howe Road & Shurmer Road
- Howe Road & Pomeroy Boulevard
- Howe Road & Polo Club
- Howe Road & Lenox
- Royalton Road & Folz Industrial Parkway
- Royalton Road & Greens of Strongsville
- Royalton Road & Ordner Drive
- Royalton Road & Fallingwater Road
- Royalton Road & Ledgewood Square Drive
- Royalton Road & I-71 Ramp NB
- Royalton Road & Hollow Lane
- Royalton Road & Valley Parkway
- Royalton Road & Webster Road
- Royalton Road & Darice Parkway
- Royalton Road & Pearlview Drive
- Royalton Road & Police Station / Apt. Complex
- Pearl Road & Temple / Cook
- Pearl Road & Pierce
- Pearl Road & Pizza Hut / 5/3 Bank
- Pearl Road & Broxton Drive
- Pearl Road & Echo Drive
- Pearl Road & Marc's
- Pearl Road & Post Office
- Pearl Road & Pearl Plaza
- Pearl Road & Savings Bank
- Pearl Road & Westwood Road

- Pearl Road & Center Junior High
- Pearl Road & St. John / St. Joseph School
- Pearl Road & Fallingwater Road
- Pearl Road & Progress Drive
- Pearl Road & Idlewood Trail
- Pearl Road & Albion Road
- Pearl Road & Valley Parkway
- Pearl Road & Ohio Turnpike
- Pearl Road & Whitney Road
- Pearl Road & Strongsville Boulevard
- Pearl Road & Builders Square
- Pearl Road & Sprague Road
- Whitney Road & Lowe's
- Sprague Road & Mohawk Drive

3. Interconnect Existing Signals for Coordination & Monitoring (Use existing City owned fiber optic cable where available and install new as needed)

Interconnect on:

- Prospect Road from Boston Road to Fair Road
- Howe Road from Boston Road to Pearl Road
- Royalton Road from Darice Pkwy to Webster Road
- Pearl Road from Royalton Road to Sprague Road
- Sprague Road from Pearl Road to Mohawk Drive
- Lunn Road from Foltz Industrial Pkwy to Prospect Road
- Whitney Road from Pearl Road to Lowes Shopping Center

4. Central monitoring system with Adaptive Software at Strongsville City Hall with work stations at Service Department and Engineering Department

**STRONGSVILLE - CITY WIDE SIGNALS
TRAFFIC SIGNAL & TRAFFIC CONTROL DESIGN SERVICES**

TMS Overhead Percentage = 61.58%
 ODOT Avg Overhead %stage = 156.42%
 Cost of Money = 0.00%
 Net Fee Percentage = 10.00%

97602

TMS Engineers, Inc.

10/23/2014

PID NO.:

CONSULTANT:

DATE:

| 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 |
|--|-------------|-------------|--------------------|----------------|---------------|--------------------|---------------|---------|------------|
|--|-------------|-------------|--------------------|----------------|---------------|--------------------|---------------|---------|------------|

Part 1

Step 3-Perform Environmental Analysis and Begin Preliminary Engineering

Task 3.2 Preliminary Engineering and Constructability Review

Preliminary Engineering - See L&D V3 Section 1400

| | | | | | | | | | |
|---|----------------|------------|-----------------|-----------------|------------|------------|------------------|----------------|------------------|
| 3.2.1 Field Survey | | | | | | | | | |
| a. Ret Points & Benchmarks & GPS Control | \$0.00 | 0 | \$0 | \$0 | \$0 | \$0 | \$59,093 | \$0 | \$59,093 |
| b. Monumentation Recovery | \$0.00 | 0 | \$0 | \$0 | \$0 | \$0 | \$59,093 | \$0 | \$59,093 |
| c. Base Mapping(incl. Field Verify.) | \$0.00 | 0 | \$0 | \$0 | \$0 | \$0 | \$59,093 | \$0 | \$59,093 |
| d. Stake Centerline | \$0.00 | 0 | \$0 | \$0 | \$0 | \$0 | \$59,093 | \$0 | \$59,093 |
| 3.2.5 Perform Capacity Analyses | \$21.77 | 332 | \$7,229 | \$4,452 | \$0 | \$0 | \$0 | \$1,854 | \$13,535 |
| 3.2.25 Signal Warrant Analysis | \$30.96 | 115 | \$3,560 | \$2,192 | \$0 | \$0 | \$0 | \$913 | \$6,665 |
| 3.2.28 Utility Coordination | \$30.95 | 20 | \$619 | \$381 | \$0 | \$0 | \$0 | \$159 | \$1,159 |
| 3.2.32 Constructability Review New Signal Pole Layouts | \$25.96 | 72 | \$1,869 | \$1,151 | \$0 | \$0 | \$0 | \$479 | \$3,499 |
| 3.2.33 Title Sheet | \$26.80 | 10 | \$268 | \$165 | \$0 | \$0 | \$0 | \$69 | \$502 |
| 3.2.35 PE Report | \$31.03 | 40 | \$1,241 | \$764 | \$0 | \$0 | \$0 | \$318 | \$2,323 |
| Task 3.4 Environmental Field Studies | | | | | | | | | |
| 3.4.4 ESA Screening (including File Research) | \$0.00 | 0 | \$0 | \$0 | \$0 | \$0 | \$7,448 | \$0 | \$7,448 |
| Task 3.6 Update Cost Estimates and Milestone Dates | | | | | | | | | |
| 3.6.2 Update Construction, Right-of-Way Acquisition and Utility Costs | \$31.50 | 8 | \$252 | \$155 | \$0 | \$0 | \$0 | \$65 | \$472 |
| Task 3.7 Project Management for Step 3 | | | | | | | | | |
| 3.7.1 General Oversight | \$69.75 | 12 | \$837 | \$515 | \$0 | \$0 | \$0 | \$215 | \$1,567 |
| 3.7.2 Project Meetings | \$45.81 | 32 | \$1,466 | \$903 | \$0 | \$0 | \$0 | \$376 | \$2,745 |
| Subtotal Step 3 | \$27.05 | 641 | \$17,341 | \$10,678 | \$0 | \$0 | \$243,819 | \$4,448 | \$276,286 |
| Part 1 Total | \$27.05 | 641 | \$17,341 | \$10,678 | \$0 | \$0 | \$243,819 | \$4,448 | \$276,286 |

Part 2

Step 5 - Develop Stage 2 Design Plans

Task 5.1 Stage 2 Detailed Plans

| | | | | | | | | | |
|---|---------|----|---------|---------|-----|-----|-----|-------|---------|
| 6.1.1 Roadway | | | | | | | | | |
| 5.1.1.1 Update Title Sheet | \$27.50 | 4 | \$110 | \$68 | \$0 | \$0 | \$0 | \$28 | \$206 |
| 5.1.1.2 Update Schematic | \$26.80 | 20 | \$536 | \$330 | \$0 | \$0 | \$0 | \$137 | \$1,003 |
| 5.1.1.11 Update Intersection Details - Curb Ramps ADA | \$25.77 | 96 | \$2,474 | \$1,523 | \$0 | \$0 | \$0 | \$634 | \$4,631 |

5.1.4 Signal Plan



**STRONGSVILLE - CITY WIDE SIGNALS
TRAFFIC SIGNAL & TRAFFIC CONTROL DESIGN SERVICES**

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97602

TMS Engineers, Inc.

10/23/2014

PID NO.:

CONSULTANT:

DATE:

| 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 |
|---|----------------|-------------|--------------------|-----------------|---------------|--------------------|---------------|-----------------|-----------------|
| 5.1.4.1 Signal Plan Sheets | \$25.37 | 1186 | \$30,085 | \$18,526 | \$0 | \$0 | \$0 | \$7,714 | \$56,325 |
| 5.1.4.2 Interconnect Details | \$24.28 | 432 | \$10,489 | \$6,459 | \$0 | \$0 | \$0 | \$2,690 | \$19,638 |
| 5.1.11 Utilities | | | | | | | | | |
| 5.1.11.1 Utility Coordination and Documentation | \$28.49 | 112 | \$3,191 | \$1,965 | \$0 | \$0 | \$0 | \$818 | \$5,974 |
| Task 5.2 Second Constructability Review | | | | | | | | | |
| 5.2.1 Constructability Review | \$31.50 | 16 | \$504 | \$310 | \$0 | \$0 | \$0 | \$129 | \$943 |
| Task 5.5 Update Cost Estimates | | | | | | | | | |
| 5.5.1 Update Construction, Right-of-Way Acquisition and Utility Costs | \$31.50 | 8 | \$252 | \$155 | \$0 | \$0 | \$0 | \$65 | \$472 |
| Task 5.6 Project Management for Step 5 | | | | | | | | | |
| 5.6.1 Documentation of Approvals and Coordination per L&D V3 1400 | \$31.50 | 8 | \$252 | \$155 | \$0 | \$0 | \$0 | \$65 | \$472 |
| 5.6.2 General Oversight | \$69.69 | 16 | \$1,115 | \$687 | \$0 | \$0 | \$0 | \$286 | \$2,088 |
| 5.6.3 Project Meetings | \$69.75 | 8 | \$558 | \$344 | \$0 | \$0 | \$0 | \$143 | \$1,045 |
| Subtotal Step 5 | \$26.01 | 1906 | \$49,566 | \$30,522 | \$0 | \$0 | \$0 | \$12,709 | \$92,797 |
| Step 7 - Develop Stage 3 Design | | | | | | | | | |
| Task 7.1 Stage 3 Detailed Design Plans | | | | | | | | | |
| 7.1.1 Quantities and Notes | | | | | | | | | |
| 7.1.1.3 Roadway Quantities - Curb Ramps ADA | \$26.35 | 60 | \$1,581 | \$974 | \$0 | \$0 | \$0 | \$405 | \$2,960 |
| 7.1.1.8 Signal sub summaries | \$26.52 | 56 | \$1,485 | \$914 | \$0 | \$0 | \$0 | \$381 | \$2,780 |
| 7.1.1.12 General Summary Sheet | \$26.33 | 36 | \$948 | \$584 | \$0 | \$0 | \$0 | \$243 | \$1,775 |
| 7.1.1.14 Update of General Notes | \$27.50 | 16 | \$440 | \$271 | \$0 | \$0 | \$0 | \$113 | \$824 |
| 7.1.1.15 Update of Maintenance of Traffic Notes | \$27.50 | 4 | \$110 | \$68 | \$0 | \$0 | \$0 | \$28 | \$206 |
| 7.1.1.16 Update of Traffic Control Notes | \$27.50 | 40 | \$1,100 | \$677 | \$0 | \$0 | \$0 | \$282 | \$2,059 |
| 7.1.2 Traffic Signal Plans | | | | | | | | | |
| 7.1.2.1 Wiring diagram & Pole Orientation chart | \$26.34 | 180 | \$4,742 | \$2,920 | \$0 | \$0 | \$0 | \$1,216 | \$8,878 |
| 7.1.2.2 Timing Chart | \$25.42 | 300 | \$7,627 | \$4,697 | \$0 | \$0 | \$0 | \$1,956 | \$14,280 |
| Task 7.2 Update Cost Estimate | | | | | | | | | |
| 7.2.1 Update Construction Costs | \$31.50 | 4 | \$126 | \$78 | \$0 | \$0 | \$0 | \$32 | \$236 |
| Task 7.3 Project Management Step 7 | | | | | | | | | |
| 7.3.1 General Oversight | \$69.70 | 20 | \$1,394 | \$858 | \$0 | \$0 | \$0 | \$357 | \$2,609 |
| 7.3.2 Project Meetings | \$44.22 | 36 | \$1,592 | \$980 | \$0 | \$0 | \$0 | \$408 | \$2,980 |
| Subtotal Step 7 | \$28.27 | 692 | \$19,564 | \$12,047 | \$0 | \$0 | \$0 | \$5,016 | \$36,627 |
| Step 8 Prepare Final Plan Package | | | | | | | | | |
| Task 8.1 Final Plan Package | | | | | | | | | |
| 8.1.1 Submission of Final Tracings | \$25.81 | 84 | \$2,168 | \$1,335 | \$0 | \$0 | \$0 | \$556 | \$4,059 |

**STRONGSVILLE - CITY WIDE SIGNALS
TRAFFIC SIGNAL & TRAFFIC CONTROL DESIGN SERVICES**

PID NO.: 97602
 CONSULTANT: TMS Engineers, Inc.
 DATE: 10/23/2014

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| 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 |
|--|----------------|--------------|--------------------|-----------------|---------------|--------------------|------------------|-----------------|------------------|
| 8.1.2 Submission of Bid Documents | \$31.50 | 24 | \$756 | \$466 | \$0 | \$0 | \$0 | \$194 | \$1,416 |
| 8.3.1 General Oversight | \$69.75 | 12 | \$837 | \$515 | \$0 | \$0 | \$0 | \$215 | \$1,567 |
| Subtotal Step 8 | \$31.34 | 120 | \$3,761 | \$2,316 | \$0 | \$5,850 | \$0 | \$965 | \$7,042 |
| Part 2 Total | \$26.82 | 2,718 | \$72,891 | \$44,885 | \$0 | \$5,850 | \$0 | \$18,690 | \$142,316 |
| GRAND TOTAL | \$26.85 | 3,419 | \$91,813 | \$55,563 | \$0 | \$5,850 | \$243,819 | \$23,138 | \$418,602 |

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

| HOURLY RATES | |
|--------------------|-------------|
| Personnel Category | Salary Rate |
| Project Manager | \$69.71 |
| Senior TE | \$31.49 |
| Traffic Engineer | \$30.96 |
| Field Technician | \$19.23 |
| CAD Technician | \$24.04 |
| Secretarial | \$18.00 |

PID NO: 97602
 CONSULTANT: TMS Engineers, Inc.
 DATE: 10/23/2014

HOURS BY PERSONNEL CATEGORY

| Task - Description | PERSONNEL CATEGORIES | | | | | | | Total Hours | Labor Costs |
|--|----------------------|-----------|------------------|------------------|----------------|-------------|-------------|-------------|-------------|
| | Project Manager | Senior TE | Traffic Engineer | Field Technician | CAD Technician | Secretarial | Secretarial | | |
| Part 1 | | | | | | | | | |
| Step 3-Perform Environmental Analysis and Begin Preliminary Engineering | | | | | | | | | |
| Task 3.2 Preliminary Engineering and Constructability Review | | | | | | | | | |
| Preliminary Engineering - See L&D V3 Section 1400 | | | | | | | | | |
| 3.2.1 Field Survey | | | | | | | | | |
| a. Ref Points & Benchmarks & GPS Control | | | | | | | | \$0 | |
| b. Monumentation Recovery | | | | | | | | \$0 | |
| c. Base Mapping (incl. Field Verify) | | | | | | | | \$0 | |
| d. Stake Centerline | | | | | | | | \$0 | |
| 3.2.5 Perform Capacity Analyses | | | 72 | 260 | | | 332 | \$7,229 | |
| 3.2.25 Signal Warrant Analysis | | | 115 | | | | 115 | \$3,560 | |
| 3.2.28 Utility Coordination | | | 20 | | | | 20 | \$619 | |
| 3.2.32 Constructability Review New Signal Pole Layouts | | | 20 | | 52 | | 72 | \$1,869 | |
| 3.2.33 Title Sheet | | | 4 | | 6 | | 10 | \$268 | |
| 3.2.35 PE Report | | 4 | 36 | | | | 40 | \$1,241 | |
| Task 3.4 Environmental Field Studies | | | | | | | | | |
| 3.4.4 ESA Screening (including File Research) | | | | | | | 0 | \$0 | |
| Task 3.6 Update Cost Estimates and Milestone Dates | | | | | | | | | |
| 3.6.2 Update Construction, Right-of-Way Acquisition and Utility Costs | | 8 | | | | | 8 | \$252 | |
| Task 3.7 Project Management for Step 3 | | | | | | | | | |
| 3.7.1 General Oversight | 12 | 20 | | | | | 32 | \$837 | |
| 3.7.2 Project Meetings | 12 | | | | | | 24 | \$1,466 | |
| Subtotal Step 3 | 24 | 32 | 267 | 260 | 58 | 0 | 641 | \$17,341 | |
| Part 2 | | | | | | | | | |
| Step 5 - Develop Stage 2 Design Plans | | | | | | | | | |
| Task 5.1 Stage 2 Detailed Plans | | | | | | | | | |
| 5.1.1 Roadway | 24 | 32 | 267 | 260 | 58 | 0 | 641 | \$17,341 | |

Part 2
Step 5 - Develop Stage 2 Design Plans
Task 5.1 Stage 2 Detailed Plans
 5.1.1 Roadway

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

| HOURLY RATES | |
|--------------------|-------------|
| Personnel Category | Salary Rate |
| Project Manager | \$69,71 |
| Senior TE | \$31,49 |
| Traffic Engineer | \$30,96 |
| Field Technician | \$19,23 |
| CAD Technician | \$24,04 |
| Secretarial | \$18,00 |

PID NO: 97602

CONSULTANT: TMS Engineers, Inc.

DATE: 10/23/2014

HOURS BY PERSONNEL CATEGORY

| Task - Description | Project Manager | Senior TE | Traffic Engineer | Field Technician | CAD Technician | Secretarial | Total Hours | Labor Costs |
|---|-----------------|-----------|------------------|------------------|----------------|-------------|-------------|-------------|
| 5.1.1.1 Update Title Sheet | | | 2 | | 2 | | 4 | \$110 |
| 5.1.1.2 Update Schematic | | | 8 | | 12 | | 20 | \$536 |
| 5.1.1.11 Update Intersection Details - Curb Ramps ADA | | | 24 | | 72 | | 96 | \$2,474 |
| 5.1.4 Signal Plan | | | | | | | | |
| 5.1.4.1 Signal Plan Sheets | | 72 | 250 | 144 | 720 | | 1,186 | \$30,085 |
| 5.1.4.2 Interconnect Details | | 40 | 72 | 144 | 176 | | 432 | \$10,489 |
| 5.1.11 Utilities | | | | | | | | |
| 5.1.11.1 Utility Coordination and Documentation | | | 72 | | 40 | | 112 | \$3,191 |
| Task 5.2 Second Constructability Review | | | | | | | | |
| 5.2.1 Constructability Review | | 16 | | | | | 16 | \$504 |
| Task 5.5 Update Cost Estimates | | | | | | | | |
| 5.5.1 Update Construction, Right-of-Way Acquisition and Utility Costs | | 8 | | | | | 8 | \$252 |
| Task 5.6 Project Management for Step 5 | | | | | | | | |
| 5.6.1 Documentation of Approvals and Coordination per L&D V3 1400 | 16 | 8 | | | | | 8 | \$252 |
| 5.6.2 General Oversight | 8 | | | | | | 8 | \$1,115 |
| 5.6.3 Project Meetings | | | | | | | | \$558 |
| Subtotal Step 5 | 24 | 144 | 428 | 288 | 1022 | 0 | 1906 | \$49,566 |
| Step 7 - Develop Stage 3 Design | | | | | | | | |
| Task 7.1 Stage 3 Detailed Design Plans | | | | | | | | |
| 7.1.1 Quantities and Notes | | | | | | | | |
| 7.1.1.3 Roadway Quantities - Curb Ramps ADA | | | 20 | | 40 | | 60 | \$1,581 |
| 7.1.1.8 Signal sub summaries | | | 20 | | 36 | | 56 | \$1,485 |
| 7.1.1.12 General Summary Sheet | | | 12 | | 24 | | 36 | \$948 |
| 7.1.1.14 Update of General Notes | | | 8 | | 8 | | 16 | \$440 |
| 7.1.1.15 Update of Maintenance of Traffic Notes | | | 2 | | 2 | | 4 | \$110 |
| 7.1.1.16 Update of Traffic Control Notes | | | 20 | | 20 | | 40 | \$1,100 |
| 7.1.2 Traffic Signal Plans | | | | | | | | |
| 7.1.2.1 Wiring diagram & Pole Orientation chart | | | 60 | | 120 | | 180 | \$4,742 |
| 7.1.2.2 Timing Chart | | | 60 | | 240 | | 300 | \$7,627 |
| Task 7.2 Update Cost Estimate | | | | | | | | |
| 7.2.1 Update Construction Costs | | 4 | | | | | 4 | \$126 |

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

PID NO.: 97602

CONSULTANT: TMS Engineers, Inc.

DATE: 10/23/2014

| HOURLY RATES | |
|--------------------|-------------|
| Personnel Category | Salary Rate |
| Project Manager | \$69,711 |
| Senior TE | \$31,491 |
| Traffic Engineer | \$30,961 |
| Field Technician | \$19,231 |
| CAD Technician | \$24,041 |
| Secretarial | \$18,001 |

HOURS BY PERSONNEL CATEGORY

| Task - Description | Project Manager | Senior TE | Traffic Engineer | Field Technician | CAD Technician | Secretarial | Total Hours | Labor Costs |
|---|-----------------|------------|------------------|------------------|----------------|-------------|-------------|-----------------|
| Task 7.3 Project Management Step 7 | | | | | | | | |
| 7.3.1 General Oversight | 20 | 24 | | | | | 20 | \$1,394 |
| 7.3.2 Project Meetings | 12 | | | | | | 36 | \$1,592 |
| Subtotal Step 7 | 32 | 28 | 202 | 0 | 490 | 0 | 752 | \$21,145 |
| Step 8 Prepare Final Plan Package | | | | | | | | |
| Task 8.1 Final Plan Package | | | | | | | | |
| 8.1.1 Submission of Final Tracings | | 20 | | | 64 | | 84 | \$2,168 |
| 8.1.2 Submission of Bid Documents | | 24 | | | | | 24 | \$756 |
| Task 8.3 Project Management Step 8 | | | | | | | | |
| 8.3.1 General Oversight | 12 | 44 | 0 | 0 | 64 | 0 | 120 | \$3,761 |
| Subtotal Step 8 | 12 | 44 | 0 | 0 | 64 | 0 | 120 | \$837 |
| GRAND TOTAL | 56 | 172 | 630 | 288 | 1512 | 0 | 2658 | \$70,711 |

GRAND TOTAL

248 897 548 1634 0 3419 \$91,813

C/R/S: 0
 PID NO.: 97602
 CONSULTANT: TMS Engineers, Inc.
 DATE: 10/23/2014

ESTIMATED DIRECT NON-LABOR COSTS

| | | | | | | |
|--------|----------|------------------|-----------------|------------------|---|--------------|
| TRAVEL | Site | 86 Miles/Trip x | 8 Trips x | \$0.500 per Mile | = | \$344.00 |
| | 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 | | = | \$405 |

REPRODUCTIONS & SUBMISSIONS

| | | | | | |
|----------|--------------|--------------------|-----------------|---|----------------|
| Reports | 5 Copies x | 75 Pages/Copy x | \$0.12 per Page | = | \$45.00 |
| Xerox | 0 Sheets @ | \$0.00 per Sheet x | | = | \$0.00 |
| Mylars | 0 Sheets @ | \$8.50 per Sheet x | 1 Submissions | = | \$0.00 |
| Printing | 600 Sheets @ | \$1.50 per Sheet | 6 Sets | = | \$5,400.00 |
| Postage | 0 Mailings @ | \$0.00 per Mailing | | = | \$0.00 |
| | | | Subtotal | = | \$5,445 |

PHOTOGRAPHS

| | | | |
|----------------|------------------|---|-----|
| 0 Film Rolls x | \$25.00 per Roll | = | \$0 |
|----------------|------------------|---|-----|

OTHER

| | | |
|--|---|-----|
| Survey & basemapping Sub-consultant Services | = | \$0 |
|--|---|-----|

DIRECT NON-LABOR COST TOTAL

\$5,850

**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 Consultants, Inc.
4547 Hudson Drive
Stow, Ohio 44224

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.

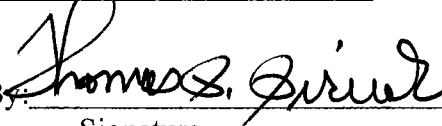
10. **COMPLIANCE WITH CERTAIN STATE LAWS.** Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 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

Dec. 2, 2014
Date of Signature

"CONSULTANT"
TMS CONSULTANTS, INC.

By: _____
Signature

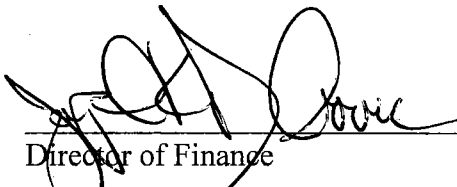
Michael W. Schweickart, President
Typed Name/Title

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.

December 2, 2014
Date


Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 2nd day of December, 2014.


Kenneth A. Kraus, Law Director

AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Summit)

Michael Schweickert, whose title is President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of TMS Engineers Inc, the party making the enclosed Proposal, and says further that said Michael Schweickert (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Michael W. Schweickert
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 2nd day of July, 2014

[Signature]
Notary Public

Jason O'Connor
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/19/2015

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio)
) SS:
COUNTY Summit)

MICHAEL W. SCHWEICKART, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of _____ in the City of _____, State of _____.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

CORPORATION ONLY: That he/she is the duly-authorized President of TMS Engines, Inc., a corporation organized and existing under the laws of the State of OH or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

NONE

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Michael Schweickert, P.E., PTOE

Directors: _____

Vice President: Cheryl Schweickert

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: DANIEL C. URBAN, ESQ

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

| <u>NAME</u> | <u>TITLE</u> |
|----------------------------|------------------|
| <u>Michael Schweickert</u> | <u>President</u> |
| _____ | _____ |
| _____ | _____ |

FURTHER AFFIANT SAYETH NAUGHT.

Michael W. Schweickert
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 2nd day
of July, 2014.

JOL
(Notary Public)



Jason O'Connor
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/19/2015

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Summit)

Michael Schweickert, being first duly sworn, deposes and says that
he/she is President 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.

Michael Schweickert
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS
2nd day of July, 2014.

[Signature]
Notary Public

Jason O'Connor
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/19/2015

DELINQUENT PERSONAL PROPERTY STATEMENT

TMS Engineers, Inc., having been awarded a Contract by the City of
(name of proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Auditor and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

| | |
|----------------------------------|-------------|
| Delinquent Personal Property Tax | \$ <u>0</u> |
| Penalties | \$ <u>0</u> |
| Interest | \$ <u>0</u> |

TMS Engineers, Inc.
(Company Name)

By: [Signature]

Its: PRESIDENT

STATE OF Ohio)
) SS:
COUNTY Summit)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
2nd day of July, 2014.

[Signature]
Notary Public

AFFIRMATIVE ACTION CERTIFICATE

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 the 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 nondiscrimination in employment as may be issued, with all the rules, regulations and orders made 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 agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: TMS Engineers, Inc

By: Walter W. Schmitt, PRESIDENT

Date: 7/2/14

**CERTIFICATION AND REPRESENTATIONS
IN ACCORDANCE WITH O.R.C. §3517.13 (As Amended)**

In accordance with the provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned bidder/contractor hereby certifies and represents to the City that it is in full compliance with the limitations and restrictions reflected in Ohio Revised Code §3517.13 as amended; and further that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 or contributions in combination totaling \$2,000.00 to any City officials or their campaign committees who would be involved in awarding the contract being proposed or bid upon: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust; (viii) spouse of any of the above; (ix) child of any of above, if 7-17 years old.

The undersigned further understands and acknowledges that pursuant to law, the City can confirm and verify the above information; and that if any of these certifications or representations are false, then under the statute, said bidder/contractor will be prohibited under law and disqualified from being awarded a contract by the City for goods or services exceeding \$10,000.00 in value.

BIDDER/CONTRACTOR

TMS Engineers, Inc.
Thibault L. Schwickert
By: Michael Schwickert, P.E. PTOE
Title: President
Date: 7/2/14

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 2nd day of July,
2007. 2014

[Signature]
Notary Public

Jason O'Connor
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/19/2015

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned bidder/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned bidder/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

BIDDER/CONTRACTOR

TMS Engineers, Inc.
Michael Schwickett
By: Michael Schwickett, P.E. PTOE
Title: President
Date: 7/2/14

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 2nd day of July,
^{2007.}
2014

[Signature]
Notary Public

Jason O'Connor
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/19/2015