

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2008

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign a proposal with URS for professional engineering services for the design of certain intersections in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to sign a proposal with URS for professional engineering services for the design of certain intersections in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign a proposal with URS for professional engineering services for the following intersections in the City of Massillon:

- a. SR 241 (Wales Road) and Lake Avenue*
- b. SR 241 (Wales Road) and Hankins Road*
- c. SR 241 (Erie Street) and Tremont Avenue - \$6,050.00 estimated city cost.
- d. SR 172 (Lincoln Way East) and 27th Street/Jackson Avenue - \$13,500.00 estimated city cost.

*SR 241(Wales Road) and Lake Avenue; SR 241 (Wales Road) and Hankins Road – SCATS approved grant in the amount of \$1,500,000.00 with an 80/20/ split. The City will be responsible for the 20%.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the proposal with URS is signed so the work may begin for the design of those intersections in the city. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 16th DAY OF June 2008

APPROVED:

Mary Beth Bailey
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED:

June 17, 2008

Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Mary Beth Bailey
Clerk of Council

Date 6/16/08

CITY OF MASSILLON

AGREEMENT NO. 15029

This Agreement No. 15029 entered into at Massillon, Ohio, this _____ day of _____, 2008, by and between the City of Massillon, acting by and through the Director of Public Service & Safety, hereinafter referred to as the City, and URS Corporation - Ohio organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant, with an office located at 564 White Pond Drive, Akron, Ohio 44320-1100.

WITNESSETH:

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

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the City in subsequent written authorization or authorizations to proceed for the widening and improvement of four (4) intersections in the City of Massillon, Stark County, Ohio, identified as STA-241-8.04.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

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

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the City authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

- Part 1: Preliminary Engineering and Environmental Document for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of One Thousand Three Hundred Twelve Dollars (\$1,312.00). However, the maximum prime compensation shall not exceed Thirteen Thousand Two Hundred Seventy-Eight Dollars (\$13,278.00).

- Part 2: Construction Contract Plans for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

- Part 3: Right of Way Plans and Centerline Monumentation for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

- Part 4: Preliminary Engineering and Environmental Document for State Route 172 /27th Street/Jackson Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Two Thousand Six Hundred Twenty-Three Dollars (\$2,623.00). However, the maximum prime compensation shall not exceed Twenty-Six Thousand Five Hundred Twenty-Five Dollars (\$26,525.00).

- Part 5: Construction Contract Plans for State Route 172/27th Street/ Jackson Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

- Part 6: Right of Way Plans and Centerline Monumentation for State Route 172/27th Street/ Jackson Avenue Intersection (90% State funds – 10 % City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

Part 7: Preliminary Engineering and Environmental Document for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Two Thousand Forty-Two Dollars (\$2,042.00). However, the maximum prime compensation shall not exceed Twenty Thousand Six Hundred Fifty-One Dollars (\$20,651.00).

Part 8: Construction Contract Plans for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

Part 9: Right of Way Plans and Centerline Monumentation for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

Part 10: Preliminary Engineering and Environmental Document for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of One Thousand Two Hundred Six Dollars (\$1,206.00). However, the maximum prime compensation shall not exceed Twelve Thousand One Hundred Ninety-Eight Dollars (\$12,198.00).

Part 11: Construction Contract Plans for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

Part 12: Right of Way Plans and Centerline Monumentation for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Hundred Thirty-Eight Thousand One Hundred Ninety-Six Dollars (\$138,196.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's " Specifications for Consulting Services" dated January 1998.

CLAUSE IV - ADDITIONAL COMPENSATION

The City also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

CLAUSE V - INCORPORATION BY REFERENCE

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

- (a) The Department of Transportation's "Specifications for Consulting Services" dated January 1998.
- (b) The Consultant's proposal dated February 27, 2008 delineating the Scope of Work.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (www.obm.ohio.gov/mppr/travel.asp).

CLAUSE VI - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

- (a) During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services" dated January 1998 and further agrees:
 - (1) That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the Consultant or Subconsultant shall not, by reason of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates; and
 - (2) That the Consultant, Subconsultant, or any person acting on behalf of the Consultant or Subconsultant shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin, or ancestry; and

- (3) In carrying out this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age or Vietnam era veteran status. The Consultant will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, or ancestry, disability, age or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - (4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam era veteran status. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subconsultants for any part of such work to incorporate such requirements in all subcontracts for such work.
- (b) It is the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in Title 49 Code of Federal Regulations Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this Agreement. Consequently, the requirements of Title 49 Code of Federal Regulations apply to this Agreement.
- (1) The Consultant agrees to ensure that eligible businesses as defined in Title 49 Code of Federal Regulations Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal and/or State funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with Title 49 Code of Federal Regulations to ensure that eligible businesses have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, or Vietnam era veteran status or ancestry in the performance of this Agreement.

- (c) In the event of the Consultant's non-compliance with the provisions of this Clause, the State shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
 - (2) Termination or suspension of this Agreement, in whole or in part.

CLAUSE VII - DRUG-FREE WORK PLACE

The Consultant agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all the Consultant's employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

CLAUSE VIII - OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees to adhere to the requirements of Ohio Ethics Law as provided by Section 102.04 of the Ohio Revised Code. Division (A) of this Section prohibits a State official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding, application, or other matter before any State agency. O.R.C. 102.04(B) prohibits State officials and employees from selling goods or services to State agencies, except by competitive bidding.

It is understood by the parties that non-elected State officials and employees may qualify for an exemption under O.R.C. Section 102.04(D), if:

- (a) The agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and
- (b) Prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the Consultant disqualifies himself for a period of two (2) years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.
- (c) It is expressly understood and agreed to by the parties that a failure by the Consultant to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the State, a breach of a material condition of this Agreement and the State may, if it so elects, void this Agreement.

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

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

URS CORPORATION - OHIO

By: _____

Title: _____

CITY OF MASSILLON

Michael J. Loudiana
Director of Public Service & Safety

APPROVED AS TO FORM:

By: _____

Title: _____