

RESOLUTION NO. 2017- 28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH MS ENGINEERING, LLC OF CLYDE, OHIO FOR THE HAMER STREET IMPROVEMENTS PROJECT IN THE CITY OF CLYDE; APPROPRIATING FUNDS AND AUTHORIZING THE EXPENDITURE OF MONEYS THEREFOR.

BE IT RESOLVED by the Council of the City of Clyde, State of Ohio:

SECTION 1. That the City Manager be and he is hereby authorized to enter into an agreement with MS Engineering, LLC of 2749 South County Road 260, Clyde, Ohio 43410 for engineering services for Construction Observation Services for the Hamer Street Improvements Project in the City of Clyde, as per attached Agreement, for a cost not to exceed \$35,000.00.

SECTION 2. That the expenditure of funds for such services in the amount not to exceed Thirty-Five Thousand Dollars and No Cents (\$35,000.00) is hereby expressly authorized and shall be taken from the Permanent Improvement, Water, Electric and/or Sewer Funds.

SECTION 3. That inasmuch as the services to be performed are of a professional nature, any bidding requirements imposed by law are hereby waived.

SECTION 4. That the City Manager is further authorized to execute any change and/or additional work orders by agreed upon pricing by the City of Clyde and MS Engineering, LLC.

SECTION 5. That this Resolution shall take effect and be in force immediately upon its passage.

PASSED: 5-16-17


G. Scott Black, Mayor

ATTEST: Janet R. Dickman
Clerk of Council

APPROVED AS TO FORM:


Zachary J. Selvey, Solicitor

MS ENGINEERING L.L.C.
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF CLYDE, OHIO
HAMER STREET IMPROVEMENT PROJECT

This agreement entered into at Clyde, Ohio, this _____ day of _____, 2017 by and between the City of Clyde, acting by and through Paul Fiser, City Manager, hereinafter referred to as the "CITY" and MS Engineering L.L.C., organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering and surveying services, hereinafter referred to as the **ENGINEER**, with an office at 2749 South County Road 260, Clyde, Ohio 43410.

WITNESSETH

That the **CITY** and the **ENGINEER**, for mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

I. BASIC SERVICES TO BE PROVIDED BY THE ENGINEER

The **ENGINEER** agrees to provide Part-time Resident Project Representatives, for Construction Observation Services, a minimum of 25 hours per week, for the Hamer Street Improvement Project. The Part-time Resident Project Representative shall spend the necessary amount of time, on the project site, to perform the following:

- 1.) Provide daily, on-site inspection, of the project, to ensure proper installation and conformance to the contract plans, specifications and documents.
- 2.) Maintain a daily log of work being performed, including project hours, weather conditions, equipment and construction materials used.
- 3.) Document quantities of materials supplied and used for the project.
- 4.) Collect material certifications, tickets and other items used on the project.
- 5.) Review the progress schedule, of the Contractor, for conformance with the contract.
- 6.) Attend all required meetings.
- 7.) Make periodic inspection of the work being performed, with City representatives.
- 8.) Recommend minor changes in the plans or specifications, to suit field conditions.
- 9.) Verify the performance of any extra work, properly authorized.
- 10.) Observe and verify tests performed by the Contractor.
- 11.) Report Contractor failure to meet project requirements.
- 12.) Maintain files regarding correspondence, shop drawings, change orders and other documentation, as required.
- 13.) Maintain as-built drawing, including any authorized changes.
- 14.) Determine quantities completed and accepted on the project, with the Contractor, and make recommendation for payment.
- 15.) Submit a "punchlist" to the Contractor of any observed corrections required and verification they have been made.
- 16.) Conduct a final inspection and verify that the job is in general conformance with the contract documents.

II. BASIC SERVICES TO BE PROVIDED BY THE CITY

The **CITY** agrees to provide, without expense to the **ENGINEER**, the following:

1. All information relevant to the Construction Observation of this project, including three (3) sets of plans and one (1) copy of the project contract documents, with all project specifications.
2. Provide all testing laboratory services and equipment, as required, for the inspection and testing of construction materials, for conformance to project documents and specifications.

III. FEE SCHEDULE

The **CITY** agrees to pay to the **ENGINEER**, as full compensation for the Construction Observation Services, as previously defined, a fee of not to exceed thirty-five thousand dollars (\$35,000.00), without further authorization and approval by the **CITY**. The fee, for construction observation services, shall be based on the actual number of manhours worked, and is based on providing an estimated 25 - 30 hours per week, for 15 weeks, at a rate of \$80.00/hour and shall be submitted for payment on a monthly basis.

IV. GENERAL CONSIDERATIONS

The **CITY** shall indemnify and hold harmless the **ENGINEER**, its officers and employees against any and all claims, damage, liability and cost, including attorney fees, as a result of any work performed under this agreement or within the scope of this project, unless it is due to the sole negligence or willful misconduct of the **ENGINEER**. The **CITY** further agrees to limit the liability of the **ENGINEER** against any claims, losses and damages of any nature to a total aggregate liability of not exceeding \$50,000.000 or the **ENGINEER**'s total fees performed during the project, whichever is less. Such claims shall include but not be limited to negligence and professional errors and omissions.

V. ACCEPTANCE

Acceptance of this agreement, as indicated by your signature below, will constitute an agreement between the City of Clyde, Ohio and MS Engineering L.L.C. and will grant authority to proceed with the work, as described within.

APPROVED:

Mark Swartz P.E., P.S.
Chief Executive Officer
MS Engineering L.L.C.

Paul Fiser, City Manager
City Manager
City of Clyde, Ohio