

Resolution 20-2024
Passed May 28, 2024

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AGREEMENT NO. 41091 WITH K.E. MCCARTNEY & ASSOCIATES FOR THE PROJECT DEVELOPMENT PROCESS FOR THE SAFE ROUTES TO SCHOOL (SRTS) PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Transportation (ODOT) requires project plans and specifications for the Safe Route to School Project in Richland County identified as RIC-SR603, 21.18 SRTS

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PLYMOUTH, COUNTY OF RICHLAND/HURON, STATE OF OHIO:

1. THAT the Mayor is authorized to enter into Agreement No. 41091 with K.E. McCartney & Associates for a price not exceeding \$294,415.50 for the Project Development Process for the Safe Routes to School (SRTS) Project in Richland County, Ohio as reviewed and approved by Council.
2. THAT it is hereby determined that this Resolution is an emergency resolution necessary for the preservation of the public peace, health, safety and welfare of the residents of this Village, for the additional reason that there is an immediate need to commence the planning and engineering of this necessary project in order to timely provide for the safety of school children in this community, and shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to Council; otherwise, it shall go into effect in thirty (30) days if passed by a majority vote of Council

PASSED: May 28, 2024

ATTEST: Dickrey Jensen
Village Fiscal Officer

APPROVED AS TO FORM:

John D. Studenmund
John D. Studenmund, Solicitor

Cassandra Fymer
Mayor

May 28, 2024
Date

VILLAGE OF PLYMOUTH

AGREEMENT NO. 41091

This Agreement No. 41091 entered into this 28 day of May, 2024, by and between Village of Plymouth, acting by and through the Mayor, hereinafter referred to as the Village, and K.E. McCartney & Associates hereinafter referred to as the Consultant, with an office located at 52 N. Diamond Street, Mansfield, OH 44902.

WITNESSETH:

That the Village 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 professional services as may be authorized by the Village for preparation of the Project Development Process for the Safe Routes to School (SRTS) project in Richland County, Ohio, identified as RIC SR 0603 21.18 SRTS.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Village and the Consultant agree to the attached Invoice & 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 & Project Schedule transmittal letter together with the updated Invoice & 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 Village agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Planning thru Environmental Engineering.

Lump sum compensation of One Hundred Thirty-One Thousand Three Hundred Seventy-Six Dollars and Twenty Cents (\$131,376.20).

Part 2: Final Engineering.

Lump sum compensation of One Hundred Eight Thousand Four Hundred Ninety-Five Dollars (\$108,495.00).

Part 3: Right of Way Services (If Authorized).

Actual costs; however, the maximum prime compensation shall not exceed Forty-Eight Thousand Two Hundred Ten Dollars (\$48,210.00).

Part 4: On-Going Services During Construction (If Authorized).

Actual costs; however, the maximum prime compensation shall not exceed Six Thousand Three Hundred Thirty-Four Dollars and Thirty Cents (\$6,334.30).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Two Hundred Ninety-Four Thousand Four Hundred Fifteen Dollars and Fifty Cents (\$294,415.50).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Village may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - 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, 2016 Edition".
- (b) The attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule.
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The attached Final Scope of Services
- (d) The Invoice & Project Schedule.

- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

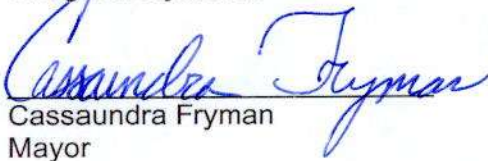
Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio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

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 Mayor

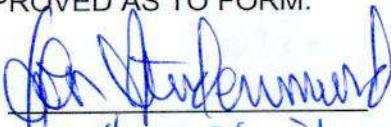
K.E. McCartney & Associates

By: 
Title: Director of Transportation Engineering

Village of Plymouth


Cassandra Fryman
Mayor

APPROVED AS TO FORM:

By: 
Title: Village Solicitor