



City of Mansfield

Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 – (419)755-9702 Fax-(419)755-9468

Robert Bianchi, City Engineer

DATE: February 25, 2021

TO: Linn Steward, Finance Director
David Remy, Interim Safety-Service Director

FROM: Tim Theaker, Mayor

RE: Board of Control – Tuesday, March 1, 2022

There will be a Board of Control meeting held **via Zoom**, on Tuesday, March 1, 2022 at 10:00 a.m., for the purpose of discussing the following items:

AGENDA

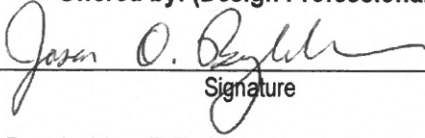
<u>Item</u>	<u>Presented By</u>
1. RAISE Grant Application	Bob Bianchi
2. Glessner Avenue Streetscape Improvements Inspection	Adrian Ackerman
3. Other Matters From the Floor	

Mayor Theaker
Mayor

c: Council, Media

An Agreement for the Provision of Limited Professional Services

Design Professional: K.E. McCartney & Associates, Inc. 52 N. Diamond St. Mansfield, Ohio 44902	Client: City of Mansfield 30 N. Diamond St. Mansfield, Ohio 44902				
Project No. HY-302	Date: February 23, 2022				
Project Name: Mansfield RAISE Grant Applications					
Location: Mansfield, Ohio					
<p>Scope of Services:</p> <p>KEM will assist the City of Mansfield in developing RAISE Grant applications for two projects on the north side of town.</p> <p><u>Project #1</u> This project will include installing a roundabout to improve the connection of N. Main Street and N. Diamond Street to improve traffic flow. The project will also include a multi-use path from the end of the existing B&O trail to N. Main Street to help get more people downtown from the trail. Right of way will be required.</p> <p><u>Project #2</u> This project will improve and widen SR 13 from the northern US 30 ramp, north to Airport Road, and include a roundabout at the intersection of Harrington Memorial Road. EMH&T has already performed a high-level study including a preliminary cost estimate.</p> <p>EDGE Landscape Architects will develop two (2) 3D renderings for each project. KEM will work with the City to develop narratives for the applications and help secure letters of support from stakeholders. In addition, KEM will develop a preliminary layout, cost estimate and scope for Project #1</p> <p>Applications are due 4/14/2022.</p>					
Fee Arrangement:	Hourly Rate Basis- Not to Exceed \$45,000.00 (Subconsultant costs will be invoiced at actual costs.)				
KEM 2022 Hourly Rates:					
Department Manager	\$167.00/HR	Project Engineer	\$107.00/HR	Survey Crew with Robotics	\$122.00/HR
Senior Project Manager	\$138.00/HR	Sr. Engineering Tech.	\$95.00/HR	Add. Survey Crew Member	\$61.00/HR
Project Manager	\$120.00/HR	Engineering Tech.	\$76.00/HR	Field Technician	\$73.00/HR
Special Conditions: <ul style="list-style-type: none"> KEM will provide services on an hourly rate basis as required. Standard hourly rates may be adjusted annually as of 2023 to reflect current cost associated with inflation and overhead expenses. This Agreement covers services as directed by the Client. Accordingly, the Client cannot request services in excess of the stated Fee Arrangement without amendment to this contract. All permit fees are the responsibility of the Client. Issuance of a Purchase Order by the Client serves as acceptance of this agreement. 					

<p>Offered by: (Design Professional):</p> 	<p>Accepted by: (Client):</p>
<p>Signature</p> <p>Jason D. Burgholder, P.E. / Transportation Services Manager</p>	<p>Signature _____ Date _____</p>
<p>Printed name / title</p>	<p>Printed name / title _____</p> <p>Signature indicates the authority to bind the Client to the terms herein</p>
<p>The terms and conditions attached to this form are part of this Agreement. Issuance of a Purchase Order by the CLIENT will be considered acceptance of this agreement in its entirety.</p>	

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions *(Optional, use if existing structure or project)*

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has not reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Design Professional shall have no responsibility.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees to indemnify the Client for damages arising from its own negligent errors acts or omissions.

Risk Allocation *(Fill in the amount)*

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$25,000 or the amount of the Design Professional's fee, whichever is greater, or another amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DESIGN PROFESSIONAL and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

February 23, 2022

Jason D. Burgholder, P.E.
Transportation Services Manager
K.E. McCartney & Associates, Inc.
52 N. Diamond St.
Mansfield, Ohio 44902

RE: Professional Services for 13 North Corridor and North Lake Park Bike Trail

Dear Mr. Burgholder:

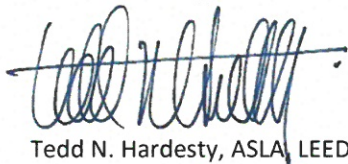
EDGE is pleased to submit this proposal to provide professional landscape architectural services for the above-mentioned project. It is our understanding that we will be assisting K.E. McCartney & Associates with the creation of two 3D graphics for two separate projects (total of 4 images). Project #1 includes the roundabout at North Main and North Diamond along with a multi-use path connection. Project #2 includes the SR 13 widening (north of US 30) and roundabout. Based upon this understanding of the project, we propose a fixed fee of **\$8000.00**.

Hourly Rates:

Tedd Hardesty \$195/hour
Doug Boyer \$115/hour

Thank you for the opportunity to submit this proposal and we look forward to working with you on this project.

Respectfully submitted,
The EDGE Group, Inc.



Tedd N. Hardesty, ASLA, LEED AP
Principal