

**RESOLUTION NO. 2019-30**

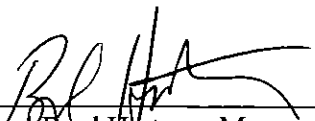
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH CTL ENGINEERING, INC., FOR ENGINEERING INSPECTION SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT NO. ERI-D03, IN AN AMOUNT NOT TO EXCEED FORTY EIGHT THOUSAND FOUR HUNDRED FORTY EIGHT AND 00/100 DOLLARS (\$48,448.00)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City having advertised Requests for Proposals relative to Letters of Interest for engineering inspection services for the Safe Routes to School Project (ERI-D03-SRTS), the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with the said CTL Engineering, Inc., for engineering inspection services on the SRTS Project, in an amount not to exceed Forty Eight Thousand Four Hundred Forty Eight and 00/100 Dollars (\$48,448.00) which agreement shall be in substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:   
Clerk of Council  
ADOPTED: 14 MAY 2019

CITY OF HURON

AGREEMENT NO. 33632

This Agreement No. 33632 entered into this 15<sup>th</sup> day of May, 2019, by and between City of Huron, acting by and through the City Manager, hereinafter referred to as the City, and CTL Engineering, Inc., hereinafter referred to as the Consultant, with an office located at 3085 Interstate Parkway, Brunswick, Ohio 44212.

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 Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the City for Safe Routes to School project in Erie County, Ohio, identified as D03 – SRTS – City of Huron Inf.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City 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.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not

exceed Forty-Eight Thousand, Four Hundred Forty-Eight Dollars (\$48,448.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
CTL Engineering, Inc.	Project Inspector	\$71.00	\$107.00
CTL Engineering, Inc.	Project Inspector	\$100.00	\$150.00
CTL Engineering, Inc.	Construction Engineer Level 1	\$100.00	N/A
CTL Engineering, Inc.	Construction Engineer Level 1	\$129.00	N/A
CTL Engineering, Inc.	Construction Engineer Level 2	\$171.00	N/A
CTL Engineering, Inc.	Project Manager	\$171.00	N/A

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, 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 Invoice & Project Schedule.
- (c) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

#### 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 City Manager.

CTL Engineering, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF HURON

\_\_\_\_\_  
Andy White  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATION BY FISCAL OFFICER

I, as the Interim Finance Director for the City of Huron, Ohio, certify that the money required for the within Consulting Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

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Mike Spafford, Interim Finance Director