

City of Gahanna

200 South Hamilton Road Gahanna, Ohio 43230

Signature

Ordinance: ORD-0022-2025

File Number: ORD-0022-2025

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AECOM FOR PROFESSIONAL DESIGN SERVICES FOR THE WEST GAHANNA SANITARY RELIEF SEWER PROJECT; AUTHORIZING SUPPLEMENTAL APPROPRIATIONS - CAPITAL IMPROVEMENT FUND; AND DECLARING AN EMERGENCY

WHEREAS, on September 9, 2024, the Administration presented the findings and recommendations of the West Side Sewer Evaluation Study, which identified the need for significant sanitary sewer, waterline, drainage, and transportation improvements on the west side of the City to mitigate sanitary sewer overflows; and

WHEREAS, the City solicited Statements of Qualifications (SOQs) for professional design services and received four (4) submittals, conducted interviews, and selected AECOM as the most qualified vendor to perform these services; and

WHEREAS, the scope of services to be provided by AECOM includes, but is not limited to, the design of 1.9 miles of sanitary relief sewer, 1.7 miles of waterline upgrades and replacement, drainage improvements, green infrastructure, hydraulic modeling, and street rebuilds, as well as transportation improvements along West Johnstown Road, including beautification, pedestrian accommodations, and ADA compliant sidewalks; and

WHEREAS, the Department of Engineering recommends awarding a contract for Phase I services in the amount of \$2,065,819.00, with a 10% contingency of \$206,582.00, for a total authorization not to exceed \$2,272,401.00, to cover unforeseen costs; and

WHEREAS, funding for the utility improvement portions of this project has been appropriated in the 2025 Capital Budget, as follows:

66211000-5500 - \$867,065.59 65211000-5500 - \$389,471.94

63111000-5500 - \$505,856.34

32506550-5500 - \$75,000.00

WHEREAS, supplemental appropriations from the unencumbered Capital Improvement Fund in the amount of \$435,007.03 are required to fully fund the transportation components of the project; and

WHEREAS, the Administration recommends passage of this Ordinance as an emergency measure necessary for the immediate preservation of public peace, property, health, safety, and welfare; to wit: the critical need to coordinate this project with the ongoing Columbia Gas pipeline project to avoid unnecessary delays and conflicts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into a contract with AECOM, primary offices located at 277 West Nationwide Boulevard, Columbus, Ohio 43215, for professional design services for the West Gahanna Sanitary Relief Sewer project in an amount not to exceed \$2,272,401.00, including a 10% contingency, as

further detailed in the scope of services attached hereto and incorporated herein as EXHIBIT A.

Section 2. That to fully fund the transportation components of the project, funding in the amount of four hundred thirty-five thousand seven dollars and three cents (\$435,007.03) is hereby supplementally appropriated from the unappropriated, unencumbered balance of the Capital Improvement Fund (3250) as follows:

32506550-5500 - \$435,007.03

Section 3. That for the reasons set forth in the preamble above, this Ordinance is declared an emergency measure which shall be in full force and effect immediately upon passage by this Council and on the date of signature of approval by the Mayor.

At a regular meeting of the City Co seconded by	ouncil on June 2, 2025, a motion was made by, that the Ordinance be Adopted as an Emergency. T	he vote	was as fol-
Ms. Bowers, 1, 3, 3, 5, 6, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	bsert; Ms. McGregor, yes; Ms. Padova, yes; r, yes; Mr. Weaver, yes.		
President	Merisa K. Bowers	Date	6/2/2025
Attest by	Jeremy A. VanMeter Clerk of Council	Date	6/2/2025
Approved by the Mayor	Laurie A. Jadwin	Date	6.2.2025
Approved as to Form	Priya D. Tamilarasan City Attorney	Date	6/2/25

CITY OF GAHANNA CONSULTING SERVICES CONTRACT

This CONTRACT for Consulting Services ("CONTRACT") is entered into by and between, the City of Gahanna, Franklin County, State of Ohio ("City"), with its principal address as 200 South Hamilton Road, Gahanna, Ohio 43230, and AECOM Technical Services, Inc. ("CONTRACTOR").

§ 1.0 RESPONSIBILITIES OF EACH PARTY

The CONTRACTOR will provide the following services as described herein, including but not limited to the following:

Design services related to the West Gahanna Sanitary Improvements Project. These services are more fully described in Exhibit A (CONTRACTOR's Proposal).

CONTRACTOR shall <u>not</u> be entitled to any compensation for any services performed beyond the scope of this agreement <u>unless</u> prior to performing the services the CONTRACTOR has submitted a written proposal for such additional services which shall specify the services to be performed, the compensation for the services, and the reason for performing said services. No services shall be rendered until they have been approved in writing by the City.

The City shall provide all criteria and full information as to the City's requirements for the Project; designate a person to act with authority on the City's behalf in respect to all aspects of the Project; examine and respond to CONTRACTOR's submissions; and give prompt written notice to CONTRACTOR whenever the City observes or otherwise becomes aware of any defect in the work.

CONTRACTOR is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by the City or obtained from generally accepted sources within the industry, except to the extent such verification by CONTRACTOR may be expressly required as a defined part of the Services.

§ 2.0 DURATION OF THE CONTRACT

Services performed under this CONTRACT shall be performed from the effective date of this CONTRACT and in general accordance with the CONTRACTOR's project schedule of Exhibit B or until all work is completed or the CONTRACT is terminated pursuant to the terms contained herein.

§ 3.0 COMPENSATION FOR SERVICES PROVIDED

As compensation to the CONTRACTOR for the performance of the professional services, the City agrees to pay the CONTRACTOR an amount not to exceed **\$2,065,819**. CONTRACTOR shall invoice the CITY monthly for actual work completed.

Payment shall be made with the submission of a monthly itemized invoice approved by the City employee coordinating this service. City shall pay CONTRACTOR's monthly itemized invoice within 30 days receipt of such proper invoice, as is consistent with Ohio Prompt Payment laws.

In the performance of its professional services, CONTRACTOR will use the degree of care and skill ordinarily exercised performing the same or similar services under similar conditions in a similar location. No other warranties, express or implied, are made or intended. CONTRACTOR shall perform all work required under this CONTRACT in accordance with the mutually agreed upon schedule. Any unreasonable delay by CONTRACTOR in the performance of such work shall be a breach of this CONTRACT.

In the event that this CONTRACT is terminated as provided herein, the City shall not be obligated to compensate the CONTRACTOR for any service rendered after the effective date of any termination under this CONTRACT. A final invoice for services rendered shall be submitted within thirty (30) days after the effective date of termination under this CONTRACT.

§ 4.0 TERMINATION

This CONTRACT may be terminated by the City without cause upon a fourteen (14) day written notice to the CONTRACTOR. CONTRACTOR may, upon thirty (30) days' prior notice, suspend or terminate this CONTRACT in the event of material default by City under this CONTRACT. Additionally, this CONTRACT may be terminated at any time by mutual written consent of all parties.

The City may terminate this CONTRACT if the CONTRACTOR has breached any provisions of this CONTRACT. The following events shall be deemed to be a breach by the CONTRACTOR of its obligations hereunder provided, however, said list shall not be deemed all inclusive

- 4.1 Failure by the CONTRACTOR to perform its obligations in accordance with the mutually agreed upon schedule and failure to cure or remedy promptly upon receiving City's notice of intent to terminate.
- 4.2 The CONTRACTOR ceases doing business.
- 4.3 The CONTRACTOR files for protection under any state or federal bankruptcy or similar laws.

If the City Council fails at any time to continue funding for the payments and other obligations set forth herein for the City, then all obligations under this CONTRACT are terminated as of the date the funding expires. City shall provide notice to CONTRACTOR in the event the City fails to appropriate funds, and in such event CONTRACTOR's obligations under the CONTRACT shall immediately cease, except for completion of any services paid in advance if any. At that point the City shall not have any further obligations hereunder. Any party that discovers or is notified of the discontinuation of its funding for this CONTRACT, agrees to notify the other parties of said discontinuation as soon as is practicable.

In the event the Contract is terminated prior to its completion, the CONTRACTOR upon payment, as specified, shall deliver to the City all access materials (badges, keys, etc.), reports, documents, lists, or other materials which have been prepared in the course of the work done under this Contract. All such material shall become and remains the property of the City.

§ 5.0 NON-DISCRIMINATION

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or in the providing of services. The CONTRACTOR agrees to abide by the state and applicable Federal nondiscriminatory policies while performing services under this CONTRACT.

§ 6.0 DRUG, TOBACCO, AND ALCOHOL USE

CONTRACTOR shall comply with all applicable federal, state and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of his employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

§ 7.0 INDEPENDENT CONTRACTOR STATUS

It is understood and agreed by the parties that CONTRACTOR shall perform all duties hereunder as an independent contractor and not as the agent of the City and, therefore, no agency or partnership relationship exists between the City and CONTRACTOR. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities under the contract. It is further understood and agreed the CONTRACTOR shall not be considered an employee of the City and shall not be eligible for city employee benefits, including worker's compensation coverage.

§ 8.0 INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless (but not defend) the City from liability, losses, damages, and expenses to the extent arising out of CONTRACTOR's negligent performance of his/its obligations hereunder.

Notwithstanding any language to the contrary, the CONTRACTOR shall be liable for any personal injury or damage to real property or tangible personal property, caused by his/its negligence.

CONTRACTOR shall, at CONTRACTOR's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section. The CONTRACTOR shall furnish a certificate of insurance and endorsements in a form acceptable to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies authorized to do business in the State of Ohio and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days' written notice to the certificate holder named to the left."

CONTRACTOR shall require any of its subcontractors to secure and maintain insurance as set forth in this Section.

The limits of liability for the insurance required shall provide coverage for the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include, Property Damage, Contractual and Personal Injury.
- ii. Limits:

a. General Aggregate \$1,000,000.00
 b. Each Occurrence \$1,000,000.00
 c. Personal Injury \$1,000,000.00

iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

B. Professional Liability:

i. Per Claim/Aggregate

\$1,000,000.00

ii. Coverage for all claims caused by the CONTRACTOR's negligence, anyone directly or indirectly employed by the CONTRACTOR, and the CONTRACTOR's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Ohio, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the CONTRACTOR shall require each subcontractor similarly to provide Workers' Compensation Insurance. All self-insured policies of workers' compensation insurance shall include a waiver of subrogation in favor of the City. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.
- ii. Limits:

a. Combined Single Limit

\$1,000,000.00

E. Umbrella:

i. Limits:

a. Each Occurrence/Aggregate

\$1,000,000.00

F. The City, its officials, officers, employees, and authorized agents shall be included as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. All

such insurance shall be primary and non-contributory coverage as respects a covered loss. The CONTRACTOR shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

§ 9.0 CONFIDENTIALITY

Contractor shall maintain any and all records associated with the subject of this contract in accordance with any applicable state and federal laws, including but not limited to Ohio Revised Code, and the Health Care Portability Act.

§ 10.0 ASSIGNMENT OR SUBCONTRACT

This CONTRACT shall not be assigned or subcontracted without prior written consent of the City.

§ 11.0 BINDING EFFECT, AMENDMENTS OR MODIFICATION

This CONTRACT shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever, and shall not be modified unless done so in writing signed by any party sought to be bound by any such modification.

§ 12.0 ENTIRE CONTRACT

The CONTRACT constitutes the entire understanding between the parties hereto with reference to the matters contained herein, there being no conditions, warranties or representations other than those contained herein.

§ 13.0 WAIVER

The failure of any party to exercise or enforce in any respect any right or provision provided for in this CONTRACT shall not be deemed a waiver of any such right or provision.

§ 14.0 GOVERNING LAW

Contractor, any subcontractor or person acting on behalf of Contractor, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

This CONTRACT shall be construed under and in accordance with the laws of the State of Ohio and venue for any dispute will be in the appropriate court in Franklin County.

§ 15.0 NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States mail, certified, return receipt requested, addressed to the following parties:

Brian Schmude, PE / Associate Vice President AECOM Technical Services, Inc. 277 West Nationwide Blvd. Columbus, Ohio 43215

Mayor City of Gahanna 200 S. Hamilton Road Gahanna, Ohio 43230

§ 16.0 SEVERABILITY

If any provision of this CONTRACT shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this CONTRACT shall not in any way be affected or impaired unless such severance would cause this CONTRACT to fail of its essential purpose.

§ 17.0 HEADINGS

The headings herein are for reference only. They are not intended and shall not be construed to be a substantive part of this CONTRACT or in any other way to affect the validity, interpretation, or effect of any of the provisions of this CONTRACT.

§ 18.0 LIABILITY AND DAMAGE

The total amount of all claims the City may have against the CONTRACTOR under this CONTRACT or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$200,000. As the City's sole and exclusive remedy under this CONTRACT any claim, demand or suit shall be directed and/or asserted only against the CONTRACTOR and not against any of the CONTRACTOR's employees, officers or directors.

Neither the City nor the CONTRACTOR shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this CONTRACT or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

§ 19.0 FORCE MAJEURE

Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this CONTRACT, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine,

travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this CONTRACT. Upon the occurrence of a Force Majeure Event, CONTRACTOR shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate CONTRACTOR for any increase in the time or costs necessary to perform the Services under this CONTRACT. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent CONTRACTOR's performance of the Services for more than thirty (30) days, then each Party shall be entitled to terminate this CONTRACT without breach. In case of such termination, CONTRACTOR shall be entitled to compensation for those Services performed as of the date of termination.

§ 20.0 OPINIONS OF PROBABLE CONSTRUCTION COST

Any opinions of probable construction costs provided by CONTRACTOR represent CONTRACTOR's good faith professional judgment in light of its experience, knowledge and the information reasonably available to CONTRACTOR at the time of preparation of the opinion. However, since CONTRACTOR has no control over the market, economic conditions or the bidding procedures, CONTRACTOR, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by City or third parties, do so at the relying party's own sole risk.

§ 21.0 CONSTRUCTION RESPONSIBILITY

CONTRACTOR shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of third party contractors' personnel; (iii) selection of construction equipment; (iv) coordination of third party contractors' work; (v) placing into operation any plant or equipment; or (vi) third party contractors' failure to perform the work in accordance with any applicable construction contract. CONTRACTOR shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of City, third party contractors or others at the project site ("Project Site") other than CONTRACTOR's employees, subconsultants and vendors.

In the event that the Services include construction observation or similar field services, CONTRACTOR's responsibility shall be limited to determining general conformance with CONTRACTOR's design. Visits by CONTRACTOR to the Project Site and observations made by CONTRACTOR shall not relieve the third party contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the third party contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

There are no further paragraphs to this document.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the last day and year set aside their respective signatures.

AECOM Technical Services, Inc.				
By: 3 5 dh	June 16, 2025			
Brian Schmude, PE Associate Vice President	Date			
	Social Security # or FID #			
City of Gahanna, Ohio				
By: Laurie A. Jadwin, Mayor	4.10.25			
Laurie A. Jauwin, Iviayor	Date			
Approved as to Form:				
Priya Tamilarasan, City Attorney				

Background

The City of Gahanna (City) is contracting with AECOM Technical Services, Inc. (AECOM) for professional engineering services for the design of the West Gahanna Sanitary Improvements Project (Project).

As the result of a study done under a separate contract, by others, the Preferred Alternative is the construction of a relief sewer to the Big Walnut Trunk Sewer (BWN) via a new connection point that will convey excess wet weather flows in the trunk sewer and reduce WIBs. The Preferred Alternative consists of approximately 4,000 LF of 12-inch sanitary relief sewer between Coronation Avenue and Agler Road and approximately 4,500 LF of 18-inch sanitary sewer relief sewer from Agler Road directly to the BWN along Agler Road and West Johnstown Road. The Preferred Alternative includes two relief connections to the existing system – one on the existing 15-inch sewer at Agler Road.

As part of the Project, other utilities impacted by the sewer alignment will be improved. Additionally, roundabouts on West Johnstown Road at James Road and Olde Ridenour Road shall be included.

As part of the Project, AECOM will evaluate the Preferred Alternative against one additional alternate prior to selecting the Selected Alternative for full design. Services under Phase II will be part of a future modification and are shaded for clarity.

SCOPE OF SERVICES

1) Review Existing Data

- a) Obtain GIS info and record plans from Gahanna
- b) Review Phase 1, 2, and 3 reports, including models and CCTV data
- c) Review related traffic studies
- d) Review survey data for West Johnstown Road corridor used as basis of concept roadway plans prepared by others
- e) Collect existing data, including FEMA mapping, NWI inventory.
- f) Identify data gaps that will need to be investigated prior to Scope Item 2. Assume that ten (10) sanitary or storm manholes will require elevation confirmation.

2) Select Sanitary Sewer Alternative Alignment

- a) Validate existing models provided by the City or by others.
- b) Review previous preferred alignment results
- c) Review potential new alternative (McCutcheon route instead of Regents route) results and coordinate with City of Columbus on feasibility.
- d) Review potential maximum buildout options with the City of Gahanna in a workshop to verify sizing of proposed relief sewers are adequate for future conditions.
- e) Compare hydraulics and costs and review with City of Gahanna and determine Selected Alternative to base data collection and design around.
- f) Prepare a technical memorandum summarizing the alternatives and results.
- g) Assume that alternative selection is for sanitary relief only. Water main upgrades along the selected alternative corridor will be assumed to be required regardless of the alternative selected.

3) Roadway Concept Confirmation

- a) Update concept plans from roadway work along West Johnstown Road to identify costs, impacts (ROW, utilities, traffic), etc. to develop budget and schedule.
- b) Prepare a technical memorandum summarizing the alternatives and results.

4) Field Survey

- a) A survey base map will be produced via field methods. The survey data would be collected utilizing intelligent coding to help expedite the survey base mapping and ensure a more accurate and detailed design. SUE Level B utility markings, top of castings, and inverts of structures would be incorporated into the survey to accurately delineate the existing utility infrastructure. A comprehensive survey base map will be developed from topographic survey, the collection of underground utilities, road right of way, and property information.
- b) Survey limits are assumed to be:
 - i) Right-of-way width plus 25' each side or to the frontage of structures for Selected Alternative routing (except West Johnstown Road)
 - ii) 150' wide corridor or to face of building along West Johnstown Rd from Goshen Ln to Big Walnut Creek.
 - iii) 120' wide corridor or to face of building along James Rd from West Johnstown Rd to River Dr.
 - iv) Survey of City parcel south of Veterans Park and North of VFW
- c) Subsurface Utility Locating (SUE) Level A locates shall be utilized for critical utility crossings. An assumption of ten (10) SUE Level A data points is included in the scope.

5) Geotechnical Data Collection

- a) Scope includes a total of twenty-five (25) borings twelve (12) borings for the sanitary improvements extended to an average depth of 25 feet each below the existing ground surface, and thirteen (13) borings for the roadway improvements spaced at a maximum of 400 feet, and extended to a depth of ten (10) feet each.
- b) Standard penetration testing (SPT) and split spoon sampling will be performed at 2.5-foot intervals to the boring termination depths.
- c) Based on a review of ODNR well logs in the area, shale bedrock is present at depths ranging from 50 to 100 feet, with some locations encountering shale as shallow as 15 to 20 feet. Where auger or sampler refusal on bedrock is encountered above the proposed boring depth, a minimum of 5 feet of rock coring will be performed to verify the presence and condition of the bedrock.
- d) Groundwater will be measured during and at the completion of drilling.
- e) The borings will be backfilled with a mixture of soil cuttings generated from the drilling operations and bentonite hole plug.
- f) Boring locations will be marked in the field using white paint on pavement and/or wood lath with white flagging.
- g) Ohio Utilities Protection Service will be contacted a minimum of 48 hours prior to drilling. Given the nature of the site and our past experience, a private utility locator will be utilized to clear the borings, for the safety of our crews and the protection of local facilities.

- h) Traffic will be maintained through lane and shoulder closures using signs, cones and flaggers, as needed.
- i) Laboratory testing will be performed to classify the soils and determine the support capabilities.
- j) A report will be provided, to include the following:
 - i) Boring location plan
 - ii) Boring logs
 - iii) Laboratory test results
 - iv) Summary of soil conditions and characteristics, including unit weight, lateral earth pressure coefficients and shear strength
 - v) Recommendations for pipe bedding and considerations for directional drilling including any boring / receiving pits, where applicable
 - vi) Pavement subgrade including recommended CBR value and stabilization recommendations in accordance with the ODOT Geotechnical Design Manual.
 - vii) Construction considerations, including fill specifications, excavation methods and ground support requirements
 - viii) Groundwater considerations and the need for groundwater control

6) Storm Sewer Analysis

- a) Validate the level of service provided by existing storm sewers along the selected sanitary sewer alternative alignment.
- b) Perform a storm sewer study for the west side of the City (from the Big Walnut to 270) to identify area of inundation. Improvements that will require construction outside of the directly impacted areas identified in Tasks 2 and 3 will not be included in design. Storm sewer improvements for design will consist of only directly impacted infrastructure.
- c) Results of the storm sewer modeling and recommendations specific to the West Gahanna project as well as the west side of the City will be submitted in a technical memorandum, including the model itself.

7) Environmental Study

- a) Cultural Resources Coordination. Complete and submit a Section 106 Project Summary Form (PSF) to the Ohio History Connection (OHC), which serves as the State Historic Preservation Office (SHPO) to determine their interest in requiring additional studies for the project. The OHC has 30 days to respond. If the OHC does not request additional investigation efforts, consultation with the OHC for the project will be considered complete.
- b) Preliminary Jurisdictional Waters Delineation (PJWD). Delineate the approximate location, boundaries, and areal extent of jurisdictional Waters of the United States (WOTUS) and Waters of the State (Ohio). The study area is assumed to be the right-of-way with an additional 20 feet on either side (one side if the pipe alignment is known). The PJWD will be conducted in general accordance with the Routine On-Site Determination method described in the Corps of Engineers Wetland Delineation Manual published by the United States Army Corp of Engineers (USACE) in 1987, and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Identified resources will be assessed using methodology developed by Ohio Environmental Protection Agency (Ohio EPA). A federal listed species review will be

completed using the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) Tool. An Ohio Department of Natural Resources (ODNR) Environmental Review will be used to determine if threatened and endangered (T&E) species may be affected by the project. This information will assist in the completion of the PJWD. A report will be prepared to summarize the procedures and results of the delineation and assessment. The report will include mapping of identified streams, wetlands, and other water bodies. Electronic files (shapefiles, DWGs, DGNs, etc.) of delineated resources can also be provided, if requested at the time of the report submittal.

- Regulated Materials Review (RMR) Screening. Follow the Ohio Department of Transportation (ODOT) process and format for review of the corridor for RMR concerns.
- 8) <u>Public Engagement</u> Lead public engagement efforts for Residential-Focused Engagement and Traffic-Impact-Focused Engagement Plan, coordinated with Gahanna's Marketing and Communications Department.
 - a) Traffic-Impact-Focused Engagement (Phase I): Recognizing the importance of public input in traffic-related projects, our approach will ensure transparency and meaningful community involvement:
 - i) General project management and kick-off session
 - ii) Stakeholder Coordination: Engaging with local businesses, schools, and residents to understand concerns regarding traffic impact.
 - iii) Public Outreach and Communication: Developing messaging that explains project objectives and potential benefits. Creating graphics and informational materials for distribution.
 - iv) Community/Public Meetings and Digital Engagement: Hosting up to two (2) public meetings sessions to discuss anticipated traffic changes, potential mitigation strategies, and address concerns. Offering an online survey to capture feedback from those unable to attend meetings.
 - v) Feedback Compilation and Reporting: Summarizing community concerns and recommendations in a final report. Providing insights that will guide decision-making and project adjustments.
 - b) **Residential-Focused Engagement (Phase II)**: Our team will collaborate with the City of Gahanna staff to implement an engagement strategy that is both tailored to residents and meets the needs of the City of Gahanna. This will include:
 - i) General project management
 - ii) Communication and Engagement Strategy: Outlining communication and engagement objectives, outreach and engagement methods and key messages.
 - iii) Public Outreach Materials: Developing messaging, visuals, and materials for public engagement events, fliers, mailers, fact sheets and FAQs for social media and the city's website.
 - iv) Stakeholder and Resident Engagement: Initial outreach via mailings to residents in the service areas, including a letter/fact sheet and a questionnaire accessible via mail or QR code. Hosting up to two (2) public meetings (in-person and/or virtual) to inform residents about the City's policy and gather input. Conducting one-on-one or small group interviews with affected property owners for additional insights.

 Public Feedback Analysis: Compiling meeting summaries, survey responses, and key takeaways into a final engagement report. Using the data to assist in ranking and prioritizing service areas.

9) Sanitary Sewer Design

- a) Phase I design includes up to 4,500 feet of relief sewer by connecting either at Agler Road or West Johnstown Road.
- Phase II will involve the redirection or relief of flow near the intersection of Coronation and Regents utilizing an additional 5,500 feet of piping (route to be determined during Preliminary Design)

10) Water Main Design

- a) Phase I will include replacement and abandonment of up to 4,500 feet impacted waterline from the Phase I Sanitary Sewer Design which will include the Asbestos Cement pipe in West Johnstown Road.
- b) Phase II will include an additional 4,500 feet of waterline replacement associated with the Phase II Sanitary Sewer Design.
- c) A PTI is not required for replacement water main per OAC Rule 3745-91-02 provided 1) the main size is not increased by more than 4 inches in diameter, 2) sanitary isolation requirements are maintained as required by Ten States Standards, 3) the pipe replacements is not in an area of known water or soil contamination and 4) the replacements are included as part of an annual project summary that is submitted to the district office on or before January 15 and signed by a P.E.

11) Roadway Design Associated with Sanitary Sewer Alignment (Phase II)

- a) Scope is based on the current preferred alignment along Regents/Imperial. Excludes major roadway reconstruction along Agler Rd and Stygler Rd.
- b) Assumes full reconstruction utilizing existing alignment, profile, and cross section
- c) Roadway reconstruction may require stormwater BMPs. On-site green infrastructure (rain gardens, pervious pavers or sidewalks, etc.), buried BMP systems, or other methods will be studied and designed, if necessary.
- d) Assumes new sidewalks, curb ramps, replace drives to 1 foot behind walk, add new street trees.
- e) Evaluate street lighting improvements. Design of street lighting improvements is not part of this project and is assumed to require utility coordination.

12) West Johnstown Design (Phase I)

- a) Widening and reconstruction of West Johnstown Rd from west of Sandra Court to east terminus, including roundabouts at Ridenour Rd and James Rd intersections. Includes extension of sidewalk/SUP east to Big Walnut Trail.
- b) Reconstruction of James Rd south of West Johnstown Rd for south leg of new roundabout.
- Early coordination with Columbia Gas to ensure that potential roundabout will not be impacted.

- d) Design will utilize curb and gutter, sidewalk on north, SUP on south, replacement/lowering of 16" AC water main (see Item 10). New storm sewer (see Item 6).
- e) Design lengthening of existing box culvert east of Sandra Ct.
- f) Evaluation of stormwater BMPs either within roadway corridor via green infrastructure or buried systems, or on city-owned property on the west side of Big Walnut Creek.
- g) Evaluate street lighting improvements. Design of street lighting improvements is not part of this project and is assumed to require utility coordination.
- h) Evaluate street trees/landscaping goals. Design of street trees/landscaping improvements are not included in this scope.
- i) Evaluate feasibility of burying existing overhead utilities along the south side of West Johnstown Road. Design of burying overhead utilities are not included in this scope.
- 13) <u>Easements</u> Permanent right of way takes and temporary construction easements, along with water and sewer easements, are anticipated. Exhibits and descriptions will be preapproved by the City and prepared by a Professional Surveyor.
 - a) Phase I: Anticipate 41 permanent right of way takes and 25 temporary construction easements for the West Johnstown Road improvements.
 - b) Phase II: Water and sewer easements will be prepared on an as needed basis. Along the sewer corridor, up to one-hundred (100) temporary construction easements may be needed at every property owner where the street is being rebuilt. An allowance will be in place for these easements.
 - c) Set pins after construction for permanent right of way takes.
 - d) Assist the City with easement negotiations.

14) Maintenance of Traffic (MOT) Design

- a) Phase I Provide MOT plans as required for the Selected Alternative, including the West Johnstown Road work.
- b) Phase II Provide MOT plans as required for the Selected Alternative associated with the Phase II Sanitary Sewer Design.

15) Sustainability Study

- a) An allowance is included to review potential sustainability opportunities along the impacted Project Area. This may include, but not be limited to:
 - i) Stormwater BMPs
 - ii) Permeable Pavers (streets or walkways)
 - iii) Additional tree plantings
 - iv) Infiltration wells
 - v) Increased recycled content
 - vi) Local sourcing of materials
 - vii) Carbon reduction strategies
 - viii) High efficiency lighting

16) Funding Research.

a) Research and assess potential funding options for project components including roundabout, roadway reconstruction, sanitary relief sewer, water mains, and lead service

lateral lines. The scope shall include an examination of funding options and submittal deadlines for grants, matching funds, and/or zero or low-interest loans currently available. Funding opportunities shall be identified and evaluated in summary format and presented to the City of Gahanna. An allowance will be included for funding submittal preparation and submission once funding source(s) are identified and selected.

17) Utility Coordination and Relocation Review.

a) Coordinate project design plans with utility companies. Research utility easements. Identify utility impacts and design schedule to inform relocation plans. Identify and help coordinate joint users sequencing. Review utility relocation plans, convert & send basemaps, resolve conflicts between relocation plans and project plans, assist utility companies with approvals. Including meetings, follow ups, reminders, coordination meetings with City.

18) Design Submittals

- a) 30% Design Submittal. Develop and submit 30% design plans (PDF only) and specifications (table of contents only). Plans to include general sheets, preliminary plan/profile sheets, and Engineer's Estimate of Probable Construction Cost (EOPCC). Assume 30 days for City Review Time.
- b) 60% Design Submittal. Develop and submit 60% design plans (PDF only) and specifications (table of contents only). Plans to include general sheets, preliminary plan/profile sheets, and Engineer's Estimate of Probable Construction Cost (EOPCC). Assume 30 days for City Review Time.
- c) 90% Design Submittal. Address City comments on 50% design and submit 90% plans (PDF only), full specifications, and updated EOPCC. Assume 30 days for City Review Time.
- d) Ohio EPA Permitting. A PTI submittal and NOI submittal will be made at the 90% stage. The PTI fee will be paid out of this contract and reimbursed by the City.
- e) 100% Design Submittal. Address City comments on 90% design and submit 100% plans (PDF only), full specifications, and updated EOPCC.

19) Bidding Services

- a) Assist the City with preparing bid package.
- b) Pre-Bid Meeting
- c) Respond to questions and issued addenda
- d) Prepare recommendation letter.
- e) Prepare IFC Drawings incorporating all addenda for selected Contractor.
- f) It is assumed that bidding services for each phase will occur during different periods of time.

20) Engineering Services During Construction

a) An allowance will be provided for submittals, RFIs, questions, plan interpretations for Phase I and Phase II. The allowance will be part of the modification with Phase II.

21) As-Built Drawings

a) Upon completion of construction of each Phase, AECOM will utilize as-built information (red lines, Contractor survey) to prepare an as-built set of drawings as well as a CAD file for input into the City's GIS system. As-Built Drawings for the entire project will be authorized as part of Phase II.

22) Schedule and Meetings

- a) Monthly Progress Meetings
- b) Sanitary Sewer Alignment/Roadway Concept Meeting: 120 calendar days after NTP
- c) Phase I Submittals
 - i) 30% Design Submittal: 210 calendar days after NTP
 - ii) 30% Design Submittal Review Meeting: 240 calendar days after NTP
 - iii) 50% Design Submittal: 330 calendar days after NTP
 - iv) 50% Design Submittal Review Meeting: 360 calendar days after NTP
 - v) 90% Design Submittal: 450 calendar days after NTP
 - vi) 90% Design Submittal Review Meeting: 480 calendar days after NTP
 - vii) 100% Design Submittal: 580 calendar days after NTP
- d) Phase II Submittals To be determined with Phase II modification.

23) Assumptions

- a) Except for the West Johnstown Road work, storm sewer design resulting from the storm sewer study is not included. If additional storm sewer work is determined to be necessary, this will be included in Phase II.
- b) Regardless of alignment, project will be bid in two phases, with Phase I being the West Johnstown Road portion of the design and anything south of Agler Road and Phase II being anything north (and including Agler Road). Agler Road timing may change based on Columbia Gas project. Schedule assumes that both phases will be submitted simultaneously
- c) Full-time inspection during Construction is assumed to be by others but can be provided under a future modification.
- 24) Compensation Compensation shall be on a time and material basis based on the employee cost rate and a multiplier of 3.00 at a not-to-exceed as shown on Attachment 1. Note that only Phase I is included in Attachment 1.

West Gahanna - Attachment 1

4.070.470.4	Attachment		Prelim + Phase I	
ACTIVITY	PROJECT TASK			
1.0	Review Existing Data	\$	22,180	
2.0	Select Sanitary Sewer Alignment	\$	53,160	
3.0	Roadway Concept Confirmation	\$	52,820	
4.0	Field Survey	\$	173,240	
5.0	Geotechnical Data Collection	\$	143,276	
6.0	Storm Sewer Analysis	\$	191,460	
7.0	Environmental Study	\$	23,779	
8.0	Public Engagement	\$	70,728	
9.0	Sanitary Sewer Design	\$	62,436	
10.0	Water Main Design	\$	85,656	
11.0	Roadway Design - Sanitary Sewer			
12.0	West Johnstown Road Design	\$	550,040	
13.0	Easements			
13.01	Easement Development - Phase II Sewer Alignment			
13.02	Easement Development - Johnstown/Phase I	\$	112,000	
13.03	Easement Negotiations - Phase II Sewer Alignment			
13.03	Easement Negotiations - Johnstown/Phase I	\$	290,000	
	Task Subtotal			
14.0	MOT Design	\$	11,440	
15.0	Sustainability Study (Allowance)	\$	65,360	
16.0	Funding Research	\$	21,800	
17.0	Utility Coordination and Relocation	\$	11,800	
18.0	Design Submtitals	\$	44,868	
19.0	Bidding Services	\$	14,144	
20.0	Engineering Services During Construction (Allowance)			
21.0	As-Built Drawings			
22.0	Project Management, Meetings	\$	65,632	
	TOTAL	\$	2,065,819	