



City of Gahanna
Signature
Ordinance

200 South Hamilton Road
Gahanna, Ohio 43230

File Number: ORD-0172-2011

Date Passed: 9/19/2011

TO AUTHORIZE THE MAYOR TO INCREASE THE SCOPE OF WORK WITH ADVANCED CIVIL DESIGN TO PROVIDE DESIGN OF WATERLINE EXTENSION FOR TECHCENTER DRIVE INFRASTRUCTURE; IMPROVEMENT NOS. ST 976 AND SA 977; AND TO DECLARE AN EMERGENCY.

WHEREAS, ORD-0134-2011 authorized Advanced Civil Design to design the public street, storm sewer, sanitary sewer and waterline extensions for the 12 acre site on the southeast section of the Buckles tract; and

WHEREAS, we have now discovered the need for the waterline to be looped to provide proper fire flows for this and future developments; and

WHEREAS, Advanced Civil has submitted proposal to increase the scope of their work to add this waterline extension, and the City Engineer has recommended we proceed with them; and

WHEREAS, it is imperative to move forward with this infrastructure so that development of the site along with the waterline extension can commence as soon as possible, and all for the preservation of the public peace, property, health, safety and welfare;

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

Section 1. That the Mayor is hereby authorized to increase the scope of the Contract with ADVANCED CIVIL DESIGN, 422 Beecher Road, Gahanna, Ohio 43230, to provide additional design of waterline extension, for TechCenter Drive Infrastructure Extensions; Improvement Nos. ST 976 and SA 977; Proposal attached as EXHIBIT A, and made a part herein.

Section 2. That funding in the amount of TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900) is available in Account No. 651.350.5445, Engineering Expenses, to cover the herein costs.

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

Ordinance

This Ordinance was Adopted as an Emergency, this 19th day of September, 2011.



David L. Samuel
President of Council

ATTESTED to and PRESENTED to the Mayor;
this 20th day of September, 2011.



Isobel L. Sherwood, MMC
Clerk of Council

APPROVED by the Mayor, this
22nd day of Sept 2011.



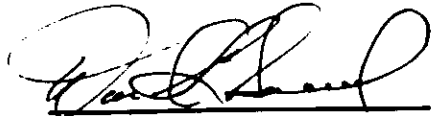
Rebecca W. Stinchcomb
Mayor

Approved as to form:



Thomas L. Weber
City Attorney

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Rebecca W. Stinchcomb
Mayor

Approved as to form:



Thomas L. Weber
City Attorney



422 Beecher Road
Gahanna, OH 43230
ph 614.426.7790
fax 614.426.7795

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Between the Client:	City of Gahanna 200 South Hamilton Road Gahanna, OH 43230
and the Consultant:	Advanced Civil Design, Inc. 422 Beecher Road Columbus, OH 43230
for the following:	Buckles Public Watermain Improvements Surveying & Engineering Proposal Gahanna, Ohio
Date:	August 12, 2011

Advanced Civil Design, Inc. is pleased to provide the City of Gahanna with a proposal to provide the services listed herein. This document is intended to clearly define the services we will perform for you as well as your responsibilities under this agreement. We look forward to working with you in the very near future.

Project Description:

The following is our understanding of the project:

- A new 12" main will be designed to connect the proposed 8" water main along the north side of Tech Center Drive to an existing 12" water main located on the Andre Buckles property south of I-270 and southwest of Taylor Road. Approximately 1,500 L.F. of new water main will be designed and permitted.
- Our scope will include the topographic survey, establishment of the property boundary and design of the public water main.

-SCOPE OF SERVICES-

We anticipate the following scope of services. The tasks are subdivided into the bold headings below. A fixed fee has been established for each heading and is included in the fee schedule.

Topographic & Boundary Survey:

- Establish a minimum of three on-site benchmarks with reference to NAVD datum.
- Provide coordination with the Ohio Utility Protection Service (OUPS) to determine location of all underground utilities in the area.
- Perform topographic survey on minimum 50' grid over proposed project area.
- Elevations will be obtained at minimum 50' intervals along top of curb, edge of pavement, edge of shoulder and grade breaks along all adjoining roads, and streets.
- Field verification of existing utilities, catch basins, manholes, fire hydrants, water valves and any other utilities marked or identified in the field.

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EXHIBIT A



422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7790
fax 614.428.7793

- Location of existing I-270 fence line and existing tree lines.
- Field verification of any visible property pins.
- Establish horizontal and vertical control for establishment of plat and engineering documents.
- Create contour map with 1-foot contour intervals.

Final Engineering:

- Prepare Public Water Plan in accordance with City of Gahanna requirements. This plan will include erosion control measures meeting City of Gahanna and Ohio EPA requirements. Water plans to include the following:
 - Plan and profile of all public water main improvements
 - General Notes and Details
 - Water related quantities
 - Details of taps or connections required at the 8" water main located along Tech Center Drive and the 12" water main located along I-270.
 - Addition of any fire hydrants required by the Mifflin Township Fire Department
 - Prepare and file OEPA Water Data Sheet and gain necessary approvals.
- Prepare plans for review by the City of Gahanna and the City of Columbus.
- Address any City review comments and return for final review and approval.

Easement Documentation

- Prepare permanent water main easement and temporary construction easement exhibits and legal descriptions associated with the proposed water main extension.

Construction Administration:

- Review shop drawings.
- Provide required addendum
- Respond to any contractor or City RFI's.
- Provide three site visits through-out the project construction period.
- Conduct punch-out following substantial construction completion

As-Built Drawings:

- Prepare As-Built drawings in accordance to City of Gahanna Requirements.
- Provide field survey verification of new public roadway and public utilities.
- Prepare As-Built drawings and provide City with updated mylar drawings and digital files.

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-FEE SCHEDULE-

Consultant services and costs are divided into three categories: Fixed Fee Services, Hourly Fee Services and Reimbursed Expenses. Fixed Fee Services are proposed for the scope of services listed herein. In the event that the Fixed Fee Schedule needs to be revised based on Client requested revisions that are not a result of Consultant actions, an amendment to the contract may be proposed.

Proposed Fixed Fees

Topographic/Boundary Survey:	\$ 3,750.00	
Final Engineering:	\$ 6,500.00	
Basepoint Exhibits:	\$ 650.00	
Construction Administration:	\$ 1,200.00	\$ 10,900
As-Built Drawings:	\$ 1,800.00	
Reimbursable Expenses:	\$ 1,000.00	

Services rendered that are not included in the "Scope of Services" shall be billed at the following hourly rates:

Hourly Engineering And Survey Rates

Principal	\$105.00
Project Manager	\$ 88.00
Design Engineer, P.E.	\$ 74.00
Design Engineer	\$ 65.00
Surveyor, P.S. (Office)	\$ 72.00
Field Inspector	\$ 58.00
Field Survey Crew	\$110.00
Clerical	\$ 25.00

Reimbursable expenses:

Reasonable out of pocket expenses for materials and services will be billed at actual cost plus 10%. Common items billed under this heading include: printing and photographic work, special delivery services, survey stakes, paper copies, color copies and subsistence expenses. Vehicle mileage is billed at the current IRS published beginning from the Consultant's office to job/project and back to the Consultant's office.

Exclusions:

The following specific exclusions are listed to help clarify the Scope of Services. Items not listed as an exclusion are not necessarily included in the Scope of Services.

- Surveying or Engineering not included in the scope listed above
- Inspection, review or capacity fees
- Geotechnical or Environmental Reports
- Archeological Services
- Retaining Wall Design
- Construction Staking

Invoices:

Invoices will be issued monthly as work is completed and will be payable within 30 days of the date of issuance. Fees will be subdivided into the classifications listed in the Scope of Services.

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-SCHEDULE OF CONDITIONS-

-STANDARD OF PERFORMANCE-

Consultant services shall be performed in a manner consistent with the standards of professional care, skill and diligence that is customary for projects of this type and complexity as herein described. All work shall be performed by qualified personnel under the supervision of, or performed directly by, persons licensed to practice engineering and/or surveying in the State of Ohio.

-INSURANCE COVERAGE-

The Consultant shall maintain insurance coverage with a qualified insurance company for the duration of this project. Coverage shall be in amounts not less than the following:

Workman's Compensation	Statutory Amount
General Liability	\$3,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E&O)	\$1,000,000 per claim

If requested, a copy of the Certificate of Insurance shall be provided to the Client.

-DOCUMENT OWNERSHIP-

Following full payment by the Client to the Consultant for services rendered, all reports, drawings, maps, specifications shall become the property of the Client. Electronic data receive by the Client from the Consultant is for reference only. Scaled hard copies remain the drawings of record. The Client hereby releases the Consultant from any and all responsibility or obligation as to the accuracy or completeness of information provided electronically.

-PROFESSIONAL SERVICES AGREEMENT-

-COMPENSATION AND PAYMENT-

Compensation shall be in accordance with the Scope of Services and Fee Schedule attached hereto. Advanced Civil Design, Inc. will submit monthly invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If the Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, Advanced Civil Design, Inc. may, after giving three (3) days written notice to the Client, suspend services under this Agreement until the Client has paid in full amounts due for services, expenses and interest.

-AGREEMENT COMPENSATION-

The Client may terminate the Professional Services Agreement for convenience and without cause at any time upon written notice to the Consultant. The Client will reimburse the Consultant for work performed and reimbursable expenses incurred prior to such termination.

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The Consultant may terminate this Professional Services Agreement upon seven (7) days written notice to the Client for failure to make payments in accordance with the terms contained herein.

-LIMITATION OF LIABILITY-

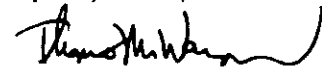
Client and Engineer have reviewed and understand the risks and rewards associated with this project, as well as Engineer's fee for services. Client and Engineer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Engineer's total aggregate liability to Client shall not exceed the total compensation received by the Engineer or \$50,000 whichever is less for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and Expert witness fees) arising out of the Agreement from any cause or causes. Such causes include, but are not limited to, Engineer's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute.

-AGREEMENT EXECUTION-

Upon execution and receipt by the Client and the Consultant, this Document shall form the Professional Services Agreement between the Client and the Consultant.

Thank you for considering Advanced Civil Design.

Respectfully submitted,



Thomas M. Warner
Managing Partner

Accepted By Client
City of Gahanna

Signature

Date

Print Name & Title

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