



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0023-2025

File Number: ORD-0023-2025

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH T&M ASSOCIATES FOR MAJOR UTILITY OWNER REPRESENTATION AND CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES; AND DECLARING AN EMERGENCY

WHEREAS, Columbia Gas has notified the City of Gahanna of its plans to install a high-pressure gas pipeline within the boundaries of the City and within City right-of-way, requiring significant coordination to protect City infrastructure and public safety; and

WHEREAS, in response, City staff issued a Request for Qualifications (RFQ) on November 13th, 2024, for owner's representative and professional services to support plan review, permitting, construction coordination, construction administration, and construction inspection services for the duration of this major utility project; and

WHEREAS, two (2) Statements of Qualifications (SOQs) were received, reviewed, and scored by City staff, with interviews conducted, resulting in the selection of T&M Associates as the preferred vendor to perform these services; and

WHEREAS, the Department of Engineering recommends awarding a contract in the amount of \$380,500.00 to T&M Associates for these services, which will span from the date of contract award through the end of calendar year 2026; and

WHEREAS, the Administration is in ongoing negotiations with Columbia Gas regarding a supplemental agreement to reimburse the City for approximately 65% of the total contract cost, which will reduce the overall financial impact to the City; and

WHEREAS, funding for this contract has been previously appropriated as follows:

24111000-5210 - \$380,500.00

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: ensuring the timely coordination and oversight of this critical infrastructure project.

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

Section 1. The Mayor is hereby authorized to enter into a contract with T&M Associates, primary offices located at 4675 Lakehurst Court, Suite 250, Columbus, Ohio 43016, for Major Utility Owner Representation and Construction Administration and Inspection Services in an amount not to exceed three hundred eighty thousand five hundred dollars and zero cents (\$380,500.00), as further detailed in the services agreement attached hereto and incorporated herein as EXHIBIT A.

Section 2. The funds required for this contract have been previously appropriated from account 24111000-5210.

Section 3. 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 Council on June 2, 2025, a motion was made by Weaver, seconded by Renner, that the Ordinance be Adopted as an Emergency. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, absent; Ms. McGregor, yes; Ms. Padova, yes;
Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

President

Merisa K. Bowers
Merisa K. Bowers

Date

6/2/2025

Attest by

Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date

6/2/2025

Approved by the Mayor

Laurie A. Jadwin
Laurie A. Jadwin

Date

6.2.2025

Approved as to Form

PDTZ
Priya D. Tamilarasan
City Attorney

Date

6/2/25



STANDARD AGREEMENT FOR PROJECT MANAGEMENT SERVICES

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services, attached here to as Exhibit I. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services (Exhibit I), and (2) these terms and conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in Exhibit I - Proposal/Scope of Services (*the "Services"*). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (*the "Additional Services"*) and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed. The fee reflected in T&M's Proposal is based on the assumptions and schedule set forth therein. The Parties agree to negotiate in good faith any necessary adjustments to the fee to account for circumstances arising that differ from T&M's assumptions, changes in the schedule and/or further refinement of T&M's scope of services.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services caused by the Client's breach of this Agreement.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all project management services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. RELATIONSHIP OF T&M AND CLIENT'S CONSULTANTS AND CONTRACTORS.

T&M's role in connection with the Project shall be limited to project management services as Client's agent; nothing herein shall be construed to mean T&M assumes any responsibility for the design or construction of the Project. Client shall enter into separate agreements with the necessary design team consultants, including but not necessarily limited to environmental, geotechnical, survey, civil, and building A/E, real estate development consultants, and any other necessary consultants for the Project ("Client Consultants") and shall enter into separate agreements with one or more contractors for the construction of the Project ("Client Contractors").

T&M neither guarantees the performance of the Client Contractors and Client Consultants nor assumes any responsibility for a Client Contractor's or Client Consultant's failure to furnish and perform its work in accordance with its contract with Client. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by a Client Contractor or the safety precautions and programs incident to the work of the Client Contractors or for any failure of any Client Consultant or Client Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a Client Consultant or Client Contractor furnishing and performing its work. T&M shall not be responsible for the acts or omissions of the Client, the Client Consultants, Client Contractors and their respective subconsultants, subcontractors, agents or employees, or other persons for whom the Client is responsible.

T&M may, to the extent set forth in the Scope of Services or otherwise mutually agreed upon by the Parties as an Additional Service, assist in the procurement of the Client Consultants and/or Client Contractors. Client shall include in the contract with each Client Consultant and Client Contractor an acknowledgement that T&M is not a party to the contract and will not be held responsible for any of the obligations of Client, and the Client Consultant or Client Contractor shall covenant not to sue T&M for any economic liabilities or losses arising under the contract.

5. OWNERSHIP AND USE OF DOCUMENTS.

All reports, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M, T&M grants to the Client a license to use the Documents in connection with the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M.

6. CONFIDENTIALITY.

All information that the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project that the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) in the event that withholding such information could create risk of significant harm to the public. Information that is in the public domain, that is provided to T & M by third parties is not considered confidential. Any information that is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Pursuant to T&M's company retention policy, both Parties shall retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

7. CONSTRUCTION COST ESTIMATES.

T&M will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a project management services professional familiar with the construction industry but do not represent, warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for construction, competitive bidding, markets, or negotiation conditions.

8. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated

conditions; or (c) Terminate the Services effective on the date specified by T&M in writing. The Client shall waive any claim against T&M for injury or loss arising from the encountering of unanticipated conditions.

9. HAZARDOUS CONDITIONS.

It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. T&M shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client, so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities. The Client waives any claim against T&M arising from the conditions or notifications of conditions at the site.

10. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

11. CONSEQUENTIAL DAMAGES.

In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.

12. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and minimum limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or other, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

13. INDEMNIFICATION.

T&M agrees, subject to the provisions contained herein, to indemnify the Client, and the Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of services under this Agreement. T&M's obligation to indemnify and hold harmless the Client and its officers, directors, and employees does not include a duty to defend. This indemnification provision is subject to and limited by the provisions agreed to by the Client and T&M in the "Limitations of Liability" section of these Standard Terms and Conditions.

14. LIMITATION OF LIABILITY.

The Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to the total sum of \$50,000.00 or T&M's total fee for Services rendered on this Project, whichever is less. The Client hereby releases T&M from any liability above such amount. The Client waives such claims and causes including, but not limited to, negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits,

strict liability, and breach of contract or breach of warranty.

15. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

16. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the employee of the Client in the performance of services under this Agreement.

17. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

18. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other rising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

19. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits. Any and all claims and / or causes of action between the Parties arising out of or relating to this Agreement may be brought by either Party within eight (8) years of substantial completion of the Project or termination of this Agreement, whichever is sooner.

20. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

21. SURVIVAL.

The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.

22. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

23. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal / Scope of Services and (2) these terms and conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization whatsoever, verbal or written, for the commencement of T&M's Services or any Additional Services, or any portions thereof, prior to the Client's execution of this Agreement, these terms and conditions, including terms of payment herein, shall govern the Services performed by T&M pursuant to the Project and shall be binding upon the Parties. To the extent the Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the Parties. In the event of a conflict between these terms and conditions and the Proposal / Scope of Services, these terms and conditions will control.

24. EXHIBITS.

The following Exhibit is incorporated herein by reference and forms an integral part of this Agreement.

[EXHIBIT I – PROPOSAL/](#)

SCOPE OF SERVICES

THE PARTIES HERETO have made and executed this Agreement and agree to be bound by the terms and conditions stated herein, as of the day and year first written above.

CITY OF GAHANNA

By: _____

Name: _____

Title: _____

Date: _____

T&M ASSOCIATES

By: Dan Weis, CCM _____

Name:  _____

Title: Vice President,
Regional Market Leader _____

Date: 04/22/25 _____

EXHIBIT I
PROPOSAL / SCOPE OF SERVICES

{ATTACH}



**CITY OF GAHANNA NHCP PROGRAM SUPPORT
OWNER'S REPRESENTATION, CONSTRUCTION ADMINISTRATION AND
INSPECTION**



COGOOH -24011

March 17, 2025

Mr. Tom Komlanc
City of Gahanna
Director of Engineering
200 South Hamilton Rd.
Gahanna, Ohio 43230

RE: 2025 Proposal for Major Utility Owner Representation and CA + I Services

Dear Mr. Komlanc:

T&M Associates (T&M) is pleased to submit this Proposal for Owner's Representation and CA +I Services for the upcoming Columbia Gas RHCP Program. It is understood that the multiple projects (see below) have various current status from Capital Planning to Design and consideration for Planning and coordination for these projects is Critical for the projects throughout the city to be successful over the next few years.

As our Team presented to you and the City Teams in our presentation at the end of January, we have a holistic plan that should present the best use of the City's resources and provide timely Professional services to the City of Gahanna.

BACKGROUND

The following scope of services has been prepared based on our meeting on 2/26/25 with the Columbia Gas Representatives and the City Staff. Our Scope of services require beginning our engagement focused on setting up the preliminary programmatic controls, Focus on development of the CPM Master Schedule, and begin to communicate anticipated utility conflicts with the projects and programs planned throughout the City.

Currently the following projects require consideration for coordination with each other and with the community:

PROJECT LIST

1. Columbia Gas of Ohio NCHP project 3C
2. Columbia Gas of Ohio NCHP project 3B
3. Taylor Road Waterline Replacement - 2026 - Replacement of waterline along Taylor Road from Morrison Rd to Helmbright Road pump station.
4. Hamilton Road ODOT Paving Project - 2026 - Mill and overlay of asphalt along Hamilton Road from Southern Boundary to Granville St.
5. Residential Street Rebuilds - 2025/2026 Some work being planed in the Rocky Fork
6. 94 Price Road House Rehabilitation - Rehab and parking lot construction at 94 Price Road (along the park easement)
7. West Johnstown Road\James Road
 - o Large multi-family complex being proposed on the corner of
 - o Roadway improvements at the intersections of W. Johnstown Rd and James Rd and Old Ridnour Rd
 - o Area is also impacted by the Sanitary Sewer Improvements described below.
8. Stygler - Agler - US 62 - This area is currently under study for roadway and intersection improvements. We would anticipate a full redesign of Stygler as it runs from W. Johnstown Rd north





**CITY OF GAHANNA NHCP PROGRAM SUPPORT
OWNER'S REPRESENTATION, CONSTRUCTION ADMINISTRATION AND
INSPECTION**



of Amfield Ct. Depending on design/property potential acquisition this could also impact the regulator station location. This definitely impacts the route of the pipeline.

9. Relief Sewer - 2026 - A large sanitary sewer improvement will run south out of Royal Manner subdivision (Regents Rd area) east down Agler, crossing US 62 at or near Stygler, and east on W. Johnstown Rd.

SCOPE OF WORK

The following scope of work has been developed based on our understanding of the needs and timeframes associated with the NCHP 24" diameter Gas Transmission Main Project.

I. OVERALL PROGRAM SUPPORT SERVICES

PROGRAM SETUP AND CONTROLS

- Establish file structure and document sharing platforms
- Develop and establish communication matrix and Responsibility chart for each project.
- Develop CPM Schedule layouts and develop Work Breakdown Structure framework.
- Develop Procedure for capturing As - Built documentation and communications
- Attendance of meetings with private utility companies providing service in the area to advance the Relocation Efforts by impacted utilities.

ATTENDING MEETINGS

- Participation in Design coordination/progress meetings including the City and other stakeholders such as developers, consultants and contractors. Additional meetings to discuss specific design or construction matters will likely be needed. Participation in meetings with the City Engineering, Parks & Recreation and Finance departments as well as Utility Companies and Developers.
- Assistance with the development of graphics and schedule information pertaining to the multiple projects listed.
- Attendance of meetings with private utility companies providing service in the area to advance the Relocation Efforts by impacted utilities.

FRONT END DOCUMENT AND SPECIAL PROVISIONS

Our team will develop and assist the City with the inclusion of special provisions that will communicate the construction milestones restrictions to the bid community. We will work with the design teams to establish document consistency, which will help the documents provide the necessary information for inclusion in the initial bids. This process ensures that potential bidders of City projects are aware that the NCHP program is underway and what impacts are known at this time. While this process is dynamic is Citywide programs such as this, the goal is to ensure that contracts understand the obligation to coordinate their work with the other projects potentially impacting there work zones and interfacing with them to avoid any adverse impacts such as delays, claims, rework, etc.

This process also forces contractors to consider the other projects as it pertains to construction work zone impacts to the community. The special provisions are developed in support of the overall program but are to be included in the City's individual bid documents for projects.





RESTORATION AND SPECIFICATION ENFORCEMENT

Our team will review the specifications for the projects and identify any opportunities to make the restoration requirements as clear and concise as possible for the RHCP Projects. This will include review of the City Code and Right of way Management within the City Limits as well as the Strategies for tree protection and greenspace restoration. This process will also assist with enforcing the components of the code ordinances pertaining to notifications to residents, bonding, insurance requirements for the contractors, etc.

Our team will support the City and moderate meetings regarding how the RHCP contractors will perform restoration activities and enable the teams to communicate the City's expectations regarding restoration prior to commencing work.

II. PLAN REVIEWS / CONSTRUCTABILITY REVIEWS / ARC GIS UTILITY COORDINATION

PLAN REVIEWS / CONSTRUCTABILITY REVIEWS

- Provide Maintenance of Traffic Reviews and Mobility assessments for pedestrians, bicycles, and traveling public. This review will consider all access to adjacent properties is maintained and notes included on the plans such that the minimum impact to the community is occurring.
- Provision of plan reviews consistent with the 30%/60%/90%/100% Plan submissions to the City. This review provides consideration for the adjacent development projects and associated private utilities. Comments will be provided at each design check set, furthering coordination and informing scope of work packages as well as City/Utility/Developer project interface positions. The project interfaces that result from this type of review will include identifying the type of interface occurring between the projects. (i.e. Overlapping/conflicting MOT, Shared work limits utility conflicts, Out of sequence Construction, etc.. Reviews will include identification of scope of work contradictions, voids, conflicts, redundancies, effective sharing of work, sequencing, funding, constructability, cost containment, etc.
- Evaluation of the overall impact on the programmatic milestones and critical schedule dates based on the constructability reviews performed by our team. This effort will focus on mitigating risks for the City's Contracts listed above.
- Provision of constructability advice during the planning and design phases of the projects.

ARC-GIS BASEMAPPING SETUP AND PLAN INTEGRATION

Utility Conflict Identification

- Our Team will create a copy of the existing GIS utility information provided by the City. This data will be used as a base map for the existing conditions for the work zones requiring project coordination.
- Our team will take the CAD files from the multiple project designs and overlay their alignments. to assist in identifying potential conflicts between the X/Y coordinates provided from the respective projects plans.
- Our team will take the new baseline file and add appropriate layers for each project requiring consideration.
- Plan reviews will be conducted and anticipated utility conflicts will be documented and coordinated with the NHCP design teams as well as the additional projects as necessary.





III. PROGRAM MASTER SCHEDULE DEVELOPMENT AND MANAGEMENT

PLANNING AND DESIGN PHASE ACTIVITIES

- Provision of consideration for all City approval processes associated with each project
- Tracking of all planning and zoning actions, public meetings, City Council actions and all associated permitting processes
- Monitoring and tracking of all bid and award phase activities required through the public procurement process
- Collaboration with all projects to understand requirements for coordination of NEPA, Floodway, Floodplain, PTI, LOMR and CLOMR, and incorporation of these processes into the program schedule

PRELIMINARY CONSTRUCTION PHASE ACTIVITIES

- Establishment of a preliminary CPM Schedule for each individual project element commensurate with the level of detail that is available at each design check set (i.e., 30%,60%,90% 100%, or Concept, Schematic Design, Design Development, Construction Documents).
- Consolidation of all scheduling information and development of schedule activities with a level of detail consistent with the plans and details available. We will use the best information available to establish a baseline program schedule with consideration for all projects.
- Provision of monthly updates to the Program Baseline Schedule inclusive of the most up-to-date status on each project.
- Identifying any differences between the planned and actual progress which may have an impact to other projects.
- Complete plan reviews and provide comments pertaining to the sequence of construction, site logistics, and coordination for the adjacent projects.

IV. SITE LOGISTICS, PHASING, AND PLANNING

Following the development of the preliminary construction schedules for the projects, the schedule data is used to analyze the optimal and most efficient build sequence. This will minimize disruption and risk for the projects. The site logistics and phasing plans for this work will consider the known timeframes of construction progress on each project site and be structured with the following objectives:

- Identification and development of contracted milestones
- Identify the Anticipated Sequence of construction for the listed projects
- Identify options for ROW Occupancy permit phasing for the projects within the program
- Minimization of rework associated with newly installed construction elements
- Protection of finished installations
- Maintenance of accessibility to the community
- Maintenance of safe emergency access
- Provision of consideration for the traveling public
- Scheduling of construction material delivery





V. PUBLIC OUTREACH AND COMMUNICATION SUPPORT

Cindy Jacobsen, Public Outreach Coordinator Lead, will represent the programmatic interests of the Gahanna and provide support for the City throughout our engagement. Our team will support the City staff with external communications to residents, stakeholders and community members. With Cindy leading the way, we will identify and contact all interested parties and establish communication protocols that will ensure the timely flow of accurate information. Cindy will work to integrate with the Multiple Departments at the City and act as a front line of communication for capital related questions from the community members during these projects.

These include:

- Develop Engagement Plan for managing communications
- Attending internal meetings
- Attend a Program Kickoff meeting
- Fielding resident concerns
- Public Meetings
- Door Hangers
- Notices / Notifications
- Rock / Drilling / Vibration notifications
- Coordinating Pre and Post construction inspections with adjacent structures

VI. CONSTRUCTION ADMINISTRATION AND SUPPORT

Our Team understands that the services being provided for Construction Administration have been delayed for interaction with the NCHP Phase 3B and 3C projects until Q4 2026. As such we are not providing a full scope of services listing for these construction phase services at this time. We do however recommend that a small allowance be used for supporting the city verifying any private utilities that may need to be relocated for any city projects upcoming in 2025. This will enable a faster response time to address these situation should the City have a need.

CLARIFICATIONS AND ASSUMPTIONS

We have received the following documentation associated with the program:

NCHP Submittal from Columbia Gas 50% design documents for the Taylor Road Waterline Replacement

The basis documents above are used to anticipate the budget for our services and are considered the best known information available at this time. Both the City and T&M Associates may request modifications to this agreement as additional information is developed pertaining to the design and construction associated with the projects.

Additional clarifications below:

- All work associated with the project will be completed in the Calendar years identified. Any unused expenses or Hours may carry forward to the following year for use as necessary within the original





**CITY OF GAHANNA NHCP PROGRAM SUPPORT
OWNER'S REPRESENTATION, CONSTRUCTION ADMINISTRATION AND
INSPECTION**



contract terms.

- Permitting services are excluded from our engagement and not costs for permitting services in included in this proposal. We will include the permitting processes and make recommendations for advancing permits as it pertains to the program schedule.
- We have included costs for mileage reimbursement at the federal rate of .70/mile for the year of 2025. This is included as Misc. Expenses.
- We have included Printing and graphic development as an allowance under Misc. Expenses.
- We assume that provisions for a field office will be made and provided for 1 work station throughout the project. Assumes that network connectivity (internet service) and workstations will be made available at the site as necessary. Currently no field office costs are included for our work.
- Arc GIS work is to be used for coordination purposes only and is not represent a level of accuracy that can be considered design services. All data will be consolidated from the individual design projects underway throughout the program and information will be used for conflict identification and planning services only.
- Our proposal assumes that necessary base mapping / as built documentation will be provided to draft logistics and access scenarios for each site.
- Assumes that any temporary housing for materials and staging is provided by others and is not included in this contract. i.e., Conex boxes, storage containers, off site facilities, etc.
- Assumes that full budgeting services are not requested as part of our engagement.
- Assumes that any 3rd party testing required this year is being completed by others and is not included in our scope of work.
- All work will be performed out of our Columbus Office unless a workstation is available at the City building for our team to use.
- This proposal assumes the work will be authorized and completed in 2025. Should the City determine to defer this work beyond this calendar year, our rates may be subjected to increases.

ITEMS TO BE PROVIDED BY THE CLIENT/OWNER

- I. Vendor service agreement
- II. Copy of Agreements with Design / Engineering companies performing services on the listed projects.
- III. Access to the site, as and when required.
- IV. Relevant as-built and record documents.
- V. GIS basemaps and files from existing databases
- VI. City code references and governing documents





**CITY OF GAHANNA NHCP PROGRAM SUPPORT
OWNER'S REPRESENTATION, CONSTRUCTION ADMINISTRATION AND
INSPECTION**



SCHEDULE OF FEES & RATES

All professional services described in the Scope of Services will be compensated by the lump sum fee indicated below.

TASK	DESCRIPTION	BUDGETED FEE
I	General Program Management Support	\$75,000
II	Plan Review / Constructability Review / Arc GIS Utility Coordination	\$110,000
III	Program CPM Scheduling	\$90,000
IV	Site Logistics / Phasing & Planning	\$35,000
V	Public Outreach & Communication Support	\$45,000
VI	Construction Administration (as authorized)	\$20,000
VII	Misc. Expenses: Mileage, Printing, Images Allowance	\$5,500.00
TOTAL		\$380,500

Our fee includes all necessary services outlined. All professional services identified in the Scope of Services will be invoiced in accordance with the below Hourly Rate Table for 2025. All employee classifications will be billed at or below the identified Maximum Rate for the year of 2025. Annual increases to the hourly rate will not exceed 5% and are customarily no greater than 4%. We understand the City intends to provide a vendor services agreement in association with the work performed by this agreement. Should additional professional services be required by the City the scope as identified above, **T&M** will provide a subsequent proposal at the City's request.

ROLE	2025 MAX HOURLY RATE
PRINCIPAL PROGRAM MANAGER	282
PROJECT EXECUTIVE	242
TECHNICAL LEADER	225
SR. SCHEDULER	225
SCHEDULER	175
PUBLIC OUTREACH COORDINATOR	240
CONSTRUCTION ADMINISTRATOR	170
PROJECT MANAGER	159
SR. CONSTRUCTION MANAGER	165
SR. CONSTRUCTION INSPECTOR	110
CONSTRUCTION INSPECTOR II	100
CONSTRUCTION INSPECTOR I	90
ADMIN SUPPORT	75





**CITY OF GAHANNA NHCP PROGRAM SUPPORT
OWNER'S REPRESENTATION, CONSTRUCTION ADMINISTRATION AND
INSPECTION**



We thank you for the opportunity to submit this proposal, and we look forward to working with you on this project. This letter proposal is intended to identify the comprehensive scope of services provided by T&M Associates and our subconsultants for the City of Gahanna. This proposal should be used as an exhibit to the proposed and agreed to terms in the City's vendor services agreement. Should you have any questions or require additional information, please do not hesitate to contact me at 614.286.9391 or at dweis@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

Dan Weis, CCM
VICE PRESIDENT
MARKET LEADER, BUILDINGS & FACILITIES

Enclosures: PMCM Standard agreement.

The undersigned has read, understood, and hereby accepts this proposal.

Tom Komlanc
Director of Engineering

DATE

