



Engineers, Surveyors, Planners, Scientists

August 17, 2021

Amended as of September 16, 2021

Mr. John Moorehead, PE
City Engineer
City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

Subject: 2021- 2022 Sidewalk Maintenance Program Administration
Proposal for Program Development, Assessment Bidding and Construction Services

Dear Mr. Moorehead,

EMH&T is pleased to present an agreement for program development, bidding, and construction services for the City's 2021 and 2022 Sidewalk Maintenance Programs. Our scope of services is based on the Request for Proposal, which was submitted June 25, 2021.

PROGRAM OVERVIEW

In coordination with the City of Gahanna's Americans with Disabilities Act (ADA) Transition Plan, the City will be working with EMH&T to develop a Sidewalk Maintenance Program to help identify sidewalks that do not comply with City Sidewalk Maintenance Guidelines. Each year a new Program Area will be established by the City of Gahanna and adopted by Gahanna City Council. The Program Area will be a selection of streets previously maintained through Gahanna's Street Program. Inspections will be conducted within the Program Area to determine whether existing walkways meet Sidewalk Maintenance Guidelines. Adjoining property owners whose walkways need repair or replacement will be notified by mailer. The City will repair or replace sidewalks through the Sidewalk Maintenance Program unless the adjacent property owner "opts out" of the Sidewalk Program and fixes their sidewalk within the defined time frame.

PROJECT UNDERSTANDING

The scope of work and proposed fees for the entirety of the City's 2021 Sidewalk Maintenance Program are set forth below. The City will provide EMH&T with the locations to be included in the 2022 Sidewalk Maintenance Program once such locations are available and confirmed. EMH&T will thereafter prepare a specific fee for the 2022 Sidewalk Maintenance Program based on the provided locations to be included in that specific program, which will then be reviewed by the City and shared with Gahanna City Council prior to work beginning on the 2022 Program.

The following is our current understanding of the areas that are currently planned to be included in the 2021 Program:

2021 Program Area: We understand that the City's 2021 program will consist of sidewalk repairs in the following locations:

- Highmeadow Drive between Morse Road and Brookhill Drive
- Highmeadow Court cul-de-sac branched from Highmeadow Drive
- Maybank Court cul-de-sac branched from Highmeadow Drive
- Granfield Court cul-de-sac branched from Highmeadow Drive
- Paddington Court cul-de-sac branched from Highmeadow Drive
- Gatwick Court cul-de-sac branched from Highmeadow Drive

- Ashburnman Drive between Highmeadow Drive and deadend
- Empire Drive adjacent to Royal Manor Elementary School between Lincolnshire Road and Daventry Lane.

Based on our review of these areas we anticipate that approximately 219 parcels will be included in the 2021 program. The scope and fee outlined below is based upon this assumption.

2022 Services – as based on the program area set by the City for 2022.

SCOPE OF SERVICES

The scope of services below includes the major tasks required to meet the inspection and construction bid phase services needs for the 2021 Sidewalk Maintenance Program. This scope is tentative and subject to change pending legislative action on the draft codified ordinances.

1. Kickoff Meeting
 - a) Conduct an in-person kick-off meeting with City staff to discuss project priorities, needs, and the project schedule.
2. Program brochure creation, delivery list, and delivery
 - a) Prepare a brochure that includes a description of the Sidewalk Maintenance Program, example sidewalk issues, and frequently asked questions.
 - b) Prepare a delivery list to include property owners and tenants for the properties within the Program Area and the delivery method to be used. Then, mail and/or hand deliver the brochures to the property owners and tenants.
3. Sidewalk compliance review
 - a) Verify existing inspection results or inspect the Program Area and mark in the field all sidewalk blocks identified as requiring maintenance.
4. Property owner identity verification and mailing list
 - a) Work with the City to verify the identity of each property owner abutting sidewalk blocks that have been identified as non-compliant within the Program Area. The Franklin County Auditor Records will be used in the verification of property owners. Develop a mailing list for the verified property owners.
5. Property owner non-compliance notice
 - a) Create a non-compliance notification for each abutting owner. The notification will include the property address and parcel number, an aerial map of the property with the property boundary and non-compliant sidewalk blocks identified, non-compliance issues identified during inspection, and estimated construction quantities and costs to maintain the sidewalk.
6. Construction Bidding and Submittal Review
 - a) The City will compile and issue front end bidding documents and any necessary addenda.
 - b) We will assist the City with addressing questions from bidders.
 - c) We will prepare a final estimate of construction quantities and opinion of probable construction cost for each Program year.
 - d) We will develop a list of required submittals and review all submittals during construction. We will respond to submittals as follows:
 - i. Accepted
 - ii. Accepted as noted
 - iii. Rejected
 - iv. Directed to amend and resubmit with comments
 - e) Our submittal review process will be completed within fifteen (15) calendar days of receipt from the Contractor or according to an expedited review schedule mutually agreeable to all parties.
7. Construction Management
 - a) We will furnish a Senior Construction Representative (SCR) to serve as the City's representative with the Contractor during construction.

- b) **Schedule Review and Monitoring:** The SCR will review and monitor all construction schedules, the schedule of Shop Drawing and Sample submittals and any other schedules prepared by the Contractor and consult with the City concerning acceptability of such schedules. When reviewing and monitoring schedules, the SCR:
 - i. Verify that schedule-related items, including activities, milestones and phasing, are in compliance with the Contract Documents.
 - ii. Verify the reasonableness of activity durations with regard to the quantities of work involved.
 - iii. Consider submittals, material deliveries and lead times, and related inspection requirements.
 - iv. Include recommendations to the City for acceptance, acceptance as noted, rejection, or revision and resubmittal of any Contractor schedule.
- c) **Record Keeping:** The SCR will maintain appropriate project records. Project records will include contracts, correspondence issued and received, construction documents, change orders, inspections and claims. Project records that cannot be electronically recorded or filed, such as material samples, shall be maintained at a City-approved location. In addition to monitoring quantities for project completion, the SCR will maintain accurate and complete records of construction quantities performed on each individual abutting property for the purposes of supporting a special assessment.
- d) **Submittal Review and Monitoring:** The SCR will coordinate the Submittal review process and monitor all Submittals to support timely processing. The SCR will receive samples that are furnished at the site and notify the City of the availability of the samples for examination. The SCR will advise the City of the commencement of any portion of the Work requiring a Submittal if the SCR believes that the Submittal has not been received from the Contractor. The SCR will receive and log the Submittal and review the Submittal without delay for completeness.
- e) **Requests for Information or Interpretation (RFI):** The SCR will review and monitor all RFI's from the Contractor to support timely responses by the CITY and Consultant. During this process, the SCR will:
 - i. Receive from the Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents, or relating to the acceptability of the Work under the Construction Contract Documents.
 - ii. Return RFI's to the Contractor that are not valid because the requested information is within the contract documents or do not contain adequate information for a response.
 - iii. Report any valid RFI to the City requesting a response.
 - iv. Facilitate responses, typically within five (5) calendar days of receipt of notification. Responses may require changes to specifications and/or drawings by the Consultant.
 - v. Return RFI response(s) to the Contractor.
- f) **Claims and Disputes:** The SCR will assist the City in researching and managing potential claims and provide documentation, correspondence, and recommendations to the City.
- g) **Conferences and Meetings:** The SCR will attend and participate in meetings with the City and/or Contractor, such as preconstruction conferences, monthly progress meetings, and other Project-related meetings, and distribute copies of minutes thereof (draft minutes within one week of a meeting and final minutes presented at the next meeting).
- h) **Contractor's Application for Payment:** The SCR will coordinate with the Resident Project Representative (RPR) to confirm that Contractor's payment applications are accurate / complete and can be recommended to the City for payment.

- i) **Contract Modification and Change Order Management:** The SCR will coordinate, evaluate, and process Potential Change Order requests by the Contractor. Where necessary the SCR, in coordination with the City, will analyze and negotiate cost, scope, and schedule change requests, ensuring adequate supporting documentation has been provided by the Contractor. The SCR's evaluation of Change Order requests includes, but is not limited to, the following:
 - i. Scope, schedule, and costs are reasonable
 - ii. Unit costs are reasonable
 - iii. Quantities are accurate
 - iv. The level of detail is appropriate
- j) **Inspections, Tests, and System Start-ups:** The SCR will:
 - i. Consult with the City in advance of any scheduled inspection, tests, and systems start-ups.
 - ii. Observe, record, and report to City appropriate details relative to the test procedures.
- i) **Substantial Completion:** The SCR will assist the City and Engineer in the preliminary inspection of the project, including development and distribution of the Project Punchlist, to verify substantial completion.
- j) **Final Completion and Closeout:** The SCR will assist the City in the final inspection of the project, which includes confirming the Contractor's completion of work listed on the Project Punchlist.
- k) **The SCR will not:**
 - i. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - ii. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by the Contractor or any other Constructor.
 - iii. Accept Shop Drawing or Sample submittals from anyone other than the Contractor.
 - iv. Supervise, direct, or have control over the Contractor's work.

8. Construction Inspection

- a) We will furnish a full-time Resident Project Representative (RPR) to observe the progress and quality of the Work. The RPR shall be the City's representative at the Site and will confer with the City throughout the duration of construction. Inspection services shall include verifying adherence to contract documents, preparing daily inspection reports, photo-documentation of work performed and reviewing the Contractor's applications for payment.
- b) The RPR's duties and services will include the following:
 - i. Be familiar with and knowledgeable of all Contract Documents including plans, specifications, applicable standards.
 - ii. Maintain daily report of site activities and document work performed through site photos.
 - iii. Verify adherence of construction performed to the contract documents.
 - iv. Review draft applications for payment with Contractor for accuracy and compliance with contract requirements. This shall include confirmation of quantities of work completed.
 - v. If an instance arises where the Contractor proceeds with work that does not conform to the contract documents, immediately notify the City and document non-compliant work on the daily report and with photos.
 - vi. Verify that the Contractor is maintaining a marked-up set of redline construction document.

9. Legislative Support

- a) We will assist the City in defining the area for the Sidewalk Maintenance Program. This will include a review of those corridors previously improved by a Street Program, preliminary estimates. City administration will present the Program Area to City Council for adoption.
- b) The Consultant will provide documentation in support of City Council's actions preceding and including the passage of an Ordinance adopting special assessments for all properties benefited by the Sidewalk Maintenance Program including, but not limited to:
 - i. Descriptions of the nature and location of the improvements and the lots or parcels of lands to be assessed.
 - ii. Plans and Cost Estimates for the proposed improvements.
 - iii. Estimated assessment amounts benefitting each parcel of land.
 - iv. Statement of what portion of the costs shall be paid by the City and what is to be paid by special assessment.
 - v. Determination of the actual cost of all improvements that were authorized by a Resolution of Necessity. Preparation of documents for City Council to report the actual cost of improvements installed on each property served by the Sidewalk Maintenance Program.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City

FEE

These services will be provided as per the conditions of our Professional Services Agreement and EMH&T's standard labor rates. Fees for the work described within the Scope of Services for the entirety of the 2021 Sidewalk Maintenance Program shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY – 2021 PROGRAM

Description	Fee
Task 1: Kickoff Meeting	\$955
Task 2: Program Brochure	\$3,570
Task 3: Sidewalk Compliance Review	\$12,330
Task 4: Property Owner Verification	\$720
Task 5: Property Owner Non-compliance Notice	\$4,470
Task 6: Construction Bidding and Submittal Review	\$5,155
Task 7: Construction Management	\$11,785
Task 8: Construction Inspection	\$31,200
Task 9: Legislative Support	\$3,055
TOTAL FEE	\$73,240

These fees include both labor and anticipated expenses and will not be exceeded without prior written authorization from the City of Gahanna. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

The City of Gahanna and EMH&T further agree to the terms and conditions set forth in Exhibit A to this Agreement.

TERM OF CONTRACT SERVICES

It is anticipated that each year's Sidewalk Maintenance Program may require a cycle of up to three (3) years in order to complete the entire scope as outlined above. This Agreement shall be in effect for up to four (4) years, or until such time as the 2022 Sidewalk Maintenance Program is completed.

The City agrees that the EMH&T may revise the standard hourly rates (Exhibit B) for future year work.

EMH&T appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance.

If you have any questions, please do not hesitate to call.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Enclosures: Exhibit A –Terms and Conditions
 Exhibit B – 2021 Rate Schedule

Acceptance and Authorization to Proceed

Authorized Signature

Title

Company Name

Print Name and Date

Approved as to Form:

Raymond J. Mularski, City Attorney