



City of Gahanna

Signature

Ordinance

200 South Hamilton Road
Gahanna, Ohio 43230

File Number: ORD-0134-2011

Date Passed: 7/5/2011

TO AUTHORIZE THE MAYOR TO ENTER INTO CONTRACT WITH ADVANCED CIVIL DESIGN FOR DESIGN WORK FOR THE TECHCENTER DRIVE INFRASTRUCTURE EXTENSIONS; IMPROVEMENT NOS. ST 976 AND SA 977; TO SUPPLEMENTALLY APPROPRIATE \$61,800; AND TO DECLARE AN EMERGENCY.

WHEREAS, now that TechCenter Drive West is under construction there is considerable interest in the Buckles Tract for new development in the area; and

WHEREAS, it is necessary to begin work on the infrastructure and have City utilities extended to the area to proceed; and

WHEREAS, infrastructure extensions for the area are needed for a public street, storm sewer, sanitary sewer and waterline before any new development can go in; and

WHEREAS, the City Engineer has obtained proposal from Advanced Civil Design for the work and has recommended we proceed with them; and

WHEREAS, it is imperative to move forward with this infrastructure so that development of the site 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 enter into Contract with ADVANCED CIVIL DESIGN, 422 Beecher Road, Gahanna, Ohio 43230, for design work for the TechCenter Drive Infrastructure Extensions; Improvement Nos. ST 976 and SA 977; Proposal attached as EXHIBIT A, and made a part herein.

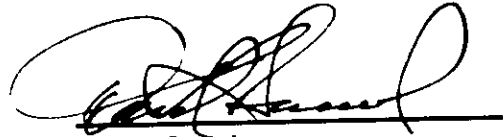
Section 2. That funding in the amount of SIXTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$61,800) is hereby supplementally appropriated from the unencumbered, unappropriated balance of the General Fund to Account No. 101.145.5596, Engineering - Capital Projects/Improvements, to cover the herein costs.

Section 3. That ORD-0001-2011, passed January 3, 2011, is hereby amended to reflect this supplemental appropriation.

Section 4. 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 5th day of July, 2011.



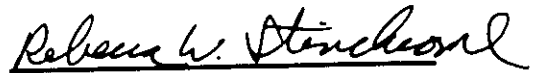
David L. Samuel
President of Council

ATTESTED to and PRESENTED to the Mayor;
this 6th day of July, 2011.



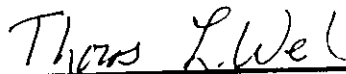
Isobel L. Sherwood, MMC
Clerk of Council

APPROVED by the Mayor, this
5th day of July 2011.



Rebecca W. Stinchcomb
Mayor

Approved as to form:



Thomas L. Weber
City Attorney

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 Tract Public Improvements Surveying & Engineering Proposal Gahanna, Ohio
Date:	June 3, 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 public sanitary sewer line will be extended from an existing sanitary sewer trunk line to provide service to a new office development located along the south side of Tech Center Drive. Additionally, a new public roadway will be constructed along the south side of Tech Center Drive that will provide traffic access to a future office/commercial development.
- Our scope will include the design of the new sanitary sewer line extension
- Our scope will also include public roadway design, platting, storm water management, and design of a new public water main.
- A topographic survey will be included in the scope of services.

-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.

Preliminary Environmental Assessment (If Required)

- Provide field visit to investigate whether proposed roadway crossing will impact any environmental features.
- Prepare letter identifying any identified environmental issues that will need to be mitigated or avoided. Letter will be prepared for City review.
- Additional environmental consultation including Phase I ESA, Wetland Delineation or mitigation plans will be provided by separate proposal if deemed necessary.

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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.
- 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.

Preliminary Engineering:

- Prepare preliminary alignment of the new public roadway to connect to Tech Center Drive. Our preliminary engineering estimate will include two iterations of a preliminary roadway alignment.
- Preliminary alignment of the proposed sanitary sewer line that will provide service to the proposed office/commercial development. This exercise will include an analysis of the depth of the sanitary sewer required to service the surrounding developments.
- Coordination with City of Gahanna Engineer.
- Analyze site storm sewer outlets
- Analyze impact to other private utilities and recorded easements

Preliminary Plat / Final Plat:

- Prepare Preliminary Plat in accordance with City of Gahanna requirements. Plat shall include at a minimum the following
 1. Subdivision Name
 2. Location Map
 3. Proposed boundary lines and acreage
 4. Existing streets, utilities, buildings and setback lines
 5. Zoning restrictions
 6. Existing contour lines
 7. Portions of the plat that will be dedicated.
- Prepare submittal for Preliminary Plat to Planning Commission.
- Attend Planning Commission meeting(s) for hearing regarding the plat.
- Prepare Final Plat in accordance with City and Ohio Revised Code requirements for plats.
- Plat shall include:
 1. Property boundary limits
 2. Proposed road-right-of-way
 3. Required monuments
 4. Dedication language and recording information
 5. Proposed easements (if required)
- Set field monumentation as described on the plat

Final Engineering:

- Prepare Street, Storm Sewer, & Grading Plan in accordance with City of Gahanna requirements. This plan will include erosion control measures meeting City of Gahanna and Ohio EPA requirements. Street plans to include the following:
 - Typical pavement sections for proposed public roadway improvements.
 - Public roadway plan and profile
 - Curb details
 - Identification and profile of all storm sewer improvements
 - Grading details for proposed driveway and cul-de-sac areas
 - Maintenance of Traffic Plan
 - Traffic signing and striping plan for public roadway and private drive.
 - Provide estimated quantities for bidding purposes
- Prepare and file OEPA Notice of Intent for construction site storm water discharge.
- Sanitary Improvement plans to include:
 - Sanitary sewer calculations related to on-site sanitary sewer.
 - Definition of the location, depth, slope and grade of the proposed sanitary sewer services.
 - Coordination with the City of Gahanna on the preliminary review and approval of the sanitary sewer plan.
 - Sanitary sewer related quantities.
 - Prepare and file OEPA Permit to Install for new sanitary mainline installation and gain necessary approvals.
- Traffic signal plans to include details for the following:
 - Mast arm details
 - Plan location of proposed traffic signal poles
 - New traffic signal head design and implementation
 - Traffic control box details
 - Traffic video detection details
 - Circuitry plan for new control box
 - Traffic interconnect details
 - Coordination with City of Gahanna.
 - Pedestrian facilities as required by the City
- Provide engineer's anticipated cost estimate in accordance to final engineering drawings
- Provide private utilities, gas, electric, telephone site plans and assist Client in private utility coordination.

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

Preliminary Environmental Assessment:	\$ 1,500.00
Topographic/Boundary Survey:	\$ 4,500.00
Preliminary Engineering:	\$ 2,500.00
Preliminary Plat / Final Plat:	\$ 5,500.00
Final Engineering:	\$ 39,500.00 (Includes Signal Design)
Construction Administration:	\$ 3,500.00
As-Built Drawings:	\$ 2,800.00
Reimbursable Expenses:	\$ 2,000.00

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
- Zoning Variances
- Traffic Studies
- Traffic signal plans
- Geotechnical or Environmental Reports
- Archeological Services
- Retaining Wall Design
- Construction Staking

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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.

-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 received by the Client from the Consultant is for reference only. Sealed 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.

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-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 reimbursables incurred prior to such termination

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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