

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 Fishbeck, ("CONTRACTOR").

§ 1.0 RESPONSIBILITIES OF EACH PARTY

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

As described in detail within Exhibit A

No additional services are anticipated to be required to complete the project unless some unforeseen circumstances arise during the course of the CONTRACT. CONTRACTOR shall not be entitled to any compensation for any services performed beyond the scope of this agreement unless 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.

§ 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 A 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 **\$322,000**. CONTRACTOR shall invoice the CITY monthly for actual work completed.

Payment shall be made at the completion of services 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. Additionally, this CONTRACT may be terminated at any time by mutual written consent of all parties.

The City may immediately 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 his/its obligations hereunder provided, however, said list shall not be deemed all inclusive:

- 4.1 Failure by the CONTRACTOR to timely perform its obligations hereunder.
- 4.2 The CONTRACTOR shall cease doing business.
- 4.3 The CONTRACTOR shall file for protection under any state or federal bankruptcy or similar laws. In accordance with the term limitations set forth in the section of the CONTRACT entitled "DURATION OF THE CONTRACT."

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 MOU 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 MOU, 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 remain 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 has full opportunity to find other business and has made an investment in its business. 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 fully indemnify and hold harmless (but not defend) the City from any all liability, losses, damages, and expenses 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 licensed 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 fifteen (15) 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 fifteen (15) 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, Broad Form 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:

i. 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 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:

Fishbeck
1 East Campus View Blvd. Suite 310
Columbus, OH 43235

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.

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.

FISHBECK

By: _____	_____
Michael L. Berrevoets, PE	Date
Vice President	

	Social Security # or FID #

City of Gahanna, Ohio

By: _____	_____
Laurie A. Jadwin, Mayor	Date

Approved as to Form:

Priya Tamilarasan, City Attorney

March 28, 2025

Tom Komlanc, PE
Director of Engineering
City of Gahanna
200 Hamilton Road
Gahanna, OH 43230

**Proposal for Professional Services
Utilities Engineering Support Services**

Fishbeck is pleased to submit this proposal to the City of Gahanna, as requested, to continue Utility Engineering Support Services for an additional year.

Scope of Services

Brenda VanCleave, PE will provide utility support to the City of Gahanna (City) two days per week for eight hours per day for a contract period of one year (billed upon actual hours performed). Her schedule will be coordinated with any utility staff hired during this term. This task will also involve attending evening Council meetings, as needed (assumed an additional 4 hours per week). All absences will be coordinated with the Director of Engineering two weeks in advance (if possible) and a representative from Fishbeck's project team will be scheduled to attend in her place (if required). A detailed Scope of Services is provided in Exhibit A.

Professional Services Fees

For May 2025 through May 2026, Fishbeck proposes to provide the outlined scope of services at an hourly not-to-exceed fee of Three Hundred Twenty-Two Thousand Dollars (\$322,000).

Authorization

This project will be performed under the terms and conditions of the attached , *Subject Matter Expert Utilities Engineering Services Consultant Services Contract*. If you concur with our scope of services, please provide written authorization. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 614.363.1014 or bvancleave@fishbeck.com.

Sincerely,



Brenda VanCleave, PE

Senior Water and Wastewater Engineer

Copy Michael L. Berrevoets, PE – Fishbeck
Dane Brown, PE – Fishbeck

Exhibit A

Exhibit A – Subject Matter Expert Utilities Engineering Services (May 2025 through May 2026)

Project Understanding

Brenda VanCleave, PE will provide utility support to the City of Gahanna (City) two days per week for eight hours per day for a contract period of one year (billed upon actual hours performed). Her schedule will be coordinated with any utility staff hired during this term. This task will also involve attending evening Council meetings, as needed (assumed an additional 4 hours per week). All absences will be coordinated with the Director of Engineering two weeks in advance (if possible) and a representative from Fishbeck's project team will be scheduled to attend in her place (if required).

Scope of Services

The following work will be conducted as part of this task during consultant office hours at the City of Gahanna offices:

A. Domestic Potable Water System

1. Consultant shall provide engineering support relevant to the City's water distribution system during scheduled office hours at the City. For the period of the contract, these services should include the following:
 - a. Engineering support associated with water-related regulatory programs including the City's backflow program and the on-going 2024 Lead and Copper Rule Inventory Development.
 - b. Determination of City utility service availability for potential customers. This task assumes that the City's water model is current and readily available. It does not include any upgrades or recalibration of the water model.
 - c. Calculation of water connection fees and associated City permitting/approval for new utility service connections.
 - d. Respond or assist with response to City utility service calls/concerns during utility engineer's Gahanna office hours.
 - e. Project technical guidance and recommendations with the planned City code updates to Sections 9 and 11.
 - f. Grant applications and public private partnership opportunities.
 - g. Sustainable water initiatives.
 - h. GIS enhancements, collator module development, training, and support. This will involve in-office support only and does not include actual data collection or data scrubbing after collection.

B. Sanitary Sewer System

1. Consultant shall provide engineering support relevant to the City's sanitary sewer system during scheduled office hours at the City. For the period of this contract, those services shall include the following:
 - a. Engineering support associated with sanitary sewer related regulatory programs such as Capacity, Management, Operation, and Maintenance (CMOM).
 - b. Determination of City utility service availability for potential customers.
 - c. Calculation of sanitary connection fees and associated City permitting/approval for new utility service connections.
 - d. Respond or assist with response to City utility service calls/concerns.
 - e. Provide technical guidance and recommendations within the planned City code updates to Sections 9 and 11.
 - f. Grant applications and public private partnership opportunities.

- g. Sustainable sanitary sewer initiatives.
 - h. GIS enhancements, collator module development, training and support. This will involve in-office support only and does not include actual data collection or data scrubbing after collection.
- C. Storm Sewer System
- 1. Consultant shall provide engineering support services relevant to the City's storm sewer system. For the period of this contract, those services shall include the following items:
 - a. Engineering support associated with stormwater drainage related regulatory programs:
 - 1) Oversight and coordination with Franklin Soil and Water Conservation District (FSWCD) on their stormwater program services performed in Gahanna.
 - 2) General engineering oversight of the City's NPDES Phase II MS4 program. This includes the management of the City's Stormwater Program and annual reporting to the OEPA.
 - b. Calculation of stormwater utility ERUs associated City permitting.
 - c. Provide research and respond or assist with response to drainage service calls/concerns.
 - d. Provided technical guidance and recommendations within the planned City code updates to Sections 9 and 11.
 - e. Sustainable stormwater initiatives.
 - f. GIS enhancements, collator module development, training, and support. This will involve in-office support only and does not include actual data collection or data scrubbing after collection.
- D. Participate in the one-year inspection of the following projects that are currently in warranty:
- 1. Claycraft Road Waterline Replacement Project.
 - 2. Havens Corners Waterline Replacement Project.
 - 3. Water Tower Rehabilitation Project.
- E. Provide technical guidance to project administrator for private development related activities.
- 1. Investigate the availability of water, sanitary and stormwater utilities for redevelopment opportunities throughout the City.
- F. Provide in-house assistance on annual street and waterline replacement projects.

Professional Services Hours (billed upon actual hours worked)

- Senior Utility Engineer (Brenda VanCleave): 20 hours per week
- Senior Engineer Water/Wastewater: 2 hours per week
- Senior Engineer Civil Engineering: 0.5 hours per week
- Senior Engineer Stormwater: 2 hours per week
- Project Engineer: 4 hours per week
- Administrative Assistant: 2 hours per week

Hourly Rates

Employee	2025 Rate	2026 Rate (estimated)
Senior Utility Engineer	\$170-\$255	\$177-\$265
Senior Engineer Water/Wastewater	\$170-\$255	\$177-\$265
Senior Engineer Civil Engineering	\$170-\$255	\$177-\$265
Senior Engineer Stormwater	\$170-\$255	\$177-\$265
Project Engineer	\$106-\$150	\$110-\$156
Administrative Assistant	\$106	\$110