

## **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 \_\_\_\_\_ (CONTRACTOR).

### **§ 1.0 RESPONSIBILITIES OF EACH PARTY**

The CONTRACTOR will provide the following services as described herein, including but not limited to the following: Engineering Services related to Hamilton Road Urban Paving Project (TR-26-02), as defined in attached Exhibit A, Scope of Services.

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 B or until all work is satisfactorily 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 satisfactory performance of the consulting services, the City agrees to pay the CONTRACTOR an amount not to exceed **\$XXX,XXX.XX** 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 a timely manner. 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 CONTRACT are terminated as of the date the funding expires. 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 CONTRACT, 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 remains the property of the City, to be used in such manner and for such purpose as the City may choose.

#### **§ 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 workplaces 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 the City from any all liability, losses, claims, damages, and expenses arising out of CONTRACTOR's performance (or non-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 fault or 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 such 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:

Consulting Firm Contact Info:  
Jeffrey Evans, PE  
330-572-2283  
[jevans@gpdgroup.com](mailto:jevans@gpdgroup.com)  
Glaus, Pyle, Schomer, Burns, and DeHaven (dba GPD Group)  
1801 Watermark Drive, Suite 210  
Columbus, OH 43215

Laurie Jadwin  
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.

**Glaus, Pyle, Schomer, Burns & DeHaven (dba GPD Group):**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Jeffrey D. Evans Vice President  
Social Security # or FID #

**CITY OF GAHANNA, OHIO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
Priya Tamilarasan, City Attorney

**Exhibit A: Scope of Services**  
**Engineering design services for 2026 Urban Paving Program**

This CONTRACT is for design of roadway improvements on Hamilton Road (SR317) through the Urban Paving Program. The Design team will be required to include multiple funding splits in the construction plans to identify work items that are 100% city responsibility, 80/20 split for ODOT Urban Paving, and any other additional grants or loans awarded to help fund the construction work.

The CONTRACTOR will provide engineering design services for the following sections of roadway:

- SR317 Logpoints 16.734 to 17.240
- SR317 Logpoints 17.600 to 18.190.

The CONTRACTOR will provide the following engineering design services:

**1. Design Services**

*1.1. Maintenance of Traffic (MOT)*

- 1.1.1. Preparation of Maintenance of Traffic plans in compliance with the Federal Manual of Uniform Traffic Control Devices (MUTCD) and Ohio Supplement, available on Ohio Department of Transportation webpage.
- 1.1.2. Plans shall address all phases of construction and maintain safe access for vehicles, pedestrians, and adjacent properties

*1.2. ADA Ramp Design and Accessibility Improvements*

- 1.2.1. Design for the replacement or construction of ADA-compliant curb ramps
- 1.2.2. All ramp designs shall be compliant with PROWAG and coordinated with adjacent facilities
- 1.2.3. In addition, the scope includes design for associated improvements required to achieve ADA compliance, including but not limited to:
  - Removal and replacement of stop signs and street name signs
  - Replacement of required portions of sidewalk per location to be utilized for transition (exclusive of the ramp itself) to achieve PROWAG compliance
  - Replacement of curb and gutter as required due to curb ramp reconfiguration
  - Design of road repairs and asphalt patching required within the roadway because of ramp installation, if applicable
  - Confirmation of PROWAG compliance after construction
- 1.2.4. Determine and report projected earth disturbed area

*1.3. Access and Right of Way Analysis*

- 1.3.1. Perform research about right of way and easements within the project footprint
- 1.3.2. Determine whether there is sufficient access for the required work

*1.4. Access and right of Way Services (if authorized task)*

- 1.4.1. Provide an “if authorized” task for any combination of obtaining temporary work agreement and or temporary or permanent right-of-way, as needed, to provide the construction contractor access to perform the work.
- 1.4.2. Include survey and legal descriptions for any needed acquisition
- 1.4.3. Include public involvement meetings and added coordination with leadership if acquisition is necessary.

*1.5. Permitting*

- 1.5.1. Stormwater regulatory could be required depending upon limits of earth disturbance.
- 1.5.2. Project team is responsible for desktop review and identification of any other permits requirements and for providing notification to the owner about any permits not already explicitly identified or covered in the scope of services
- 1.5.3. This project will use grant funding and could be subject to NEPA requirements.

*1.6. Stormwater Regulatory (if authorized task)*

- 1.6.1. Using earth disturbed area and percent impervious, provide Hydraulics and Hydrology reports, and secure any necessary MS4 permitting and OEPA permitting. This task includes the following:
  - Stormwater report submission and approval at 60% design
  - Design of Site Plan and Stormwater Controls
  - Design of SWPPP and O&M

*1.7. Utility Coordination*

- 1.7.1. Incorporate all underground utilities in the plans after OUPs call
- 1.7.2. Identify and remedy and utility conflicts which need resolved to achieve PROWAG compliance
- 1.7.3. Cause relocation of private utilities as needed to make way for the future construction work.

*1.8. Pavement Build Up Design*

- 1.8.1. Core pavement in each section of the work to determine buildup and condition of the base.
- 1.8.2. Inspect pavement and identify areas requiring full depth repairs and partial depth repairs. Provide design for any repairs

needed in the plans.

- 1.8.3. Provide proposed pavement design to meet traffic conditions, and ODOT standards.
  - 1.8.4. Coordinate with Ohio Department of Transportation (ODOT) to receive approvals of the proposed treatments.
  - 1.8.5. Provide details for temporary and final pavement markings necessary to be compliant with MUTCD and the Ohio Supplement.
  - 1.8.6. In areas with asphaltic base, provide information concerning cost difference between providing surface courses only vs. surface and intermediate course.
  - 1.8.7. In areas with concrete base, ensure the milling removes all asphalt to the top of the concrete base, and that the final design has no less than 3” of asphalt atop of the concrete to reduce likelihood of future potholing.
  - 1.8.8. Provide recommendations to the city and ODOT for approval
- 1.9. *Engineering Estimates*
- 1.9.1. Prepare and provide a cost estimate using properly inflated unit bid values for the current level of design. Provide a stamped engineers estimate showing a 10% construction contingency. This is due no later than close of business August 21<sup>st</sup> and will be used in an Ohio Public Works Commission (OPWC) State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funding application.
  - 1.9.2. Preparation of detailed, itemized engineer’s estimates with appropriate phase specific markups are required for each plan submission and will be provided with each review.
  - 1.9.3. Estimates shall be suitable for public bidding and include all anticipated construction costs.
  - 1.9.4. Preparation of cost estimates, general summaries, and sub-summaries are required to provide the itemized costs and show all funding splits for the pay items allowing work to be charged to different accounts.
  - 1.9.5. The funding splits will be determined to ensure compliance with ODOT Urban Paving Program requirements and the OPWC funding requirements (if awarded).
- 1.10. *Construction Schedule*
- 1.10.1. Provide analysis of construction timelines, and develop milestones for the project
  - 1.10.2. Advise city about bid letting timeline to ensure phasing is provided if the project is required to overwinter.
  - 1.10.3. Construction is being paid for in part by ODOT during their 2028 funding year. Construction funds must be fully spent between July 1, 2027 and June 30, 2028.
- 1.11. *Bidding and Construction Documents*
- 1.11.1. Preparation of all necessary plans, details, specifications, and supporting documentation required for bidding and construction
  - 1.11.2. Documents shall be complete, coordinated, and suitable for competitive procurement
  - 1.11.3. Documents shall be biddable, constructable, and provide good value to the City.
- 1.12. *Forestry Determinations*
- 1.12.1. Hire independent arborist to analyze potential work area tree impacts for PROWAG compliance.
  - 1.12.2. Provide plan sheets detailing any necessary tree removal and replacement as required for allowing the work to progress
  - 1.12.3. Ensure no replacement trees are planted on or adjacent to utility easements.
- 1.13. *Pedestrian Traffic Analysis*
- 1.13.1. Determine whether there is any need for mid-block crossings
  - 1.13.2. If they are needed, incorporate into design documents
- 1.14. *QA/QC*
- 1.14.1. Consultant is expected to conduct internal QA/QC prior to delivering outputs to the city
  - 1.14.2. Incomplete submittals will be rejected, and resubmission will be required

## **2. Task 2: Engineering Services During Bidding and Construction**

- 2.1. *Engineering* support services during the bidding and construction phases, including but not limited to:
  - 2.1.1. Attend prebid meeting, if applicable
  - 2.1.2. Respond to bidder questions during the bidding period
  - 2.1.3. Prepare addenda as necessary during the bidding phase
  - 2.1.4. Review construction bids and provide a recommendation about award
  - 2.1.5. Construction submittal review and approval
  - 2.1.6. Review of contractor schedule and schedule of values – ensuring pertinent submittals listed for review, and work sequencing is in alignment with any proposed phasing, and that the proposed schedule will lead to a successful project.
  - 2.1.7. Preparing and issuing written responses to Requests for Information (RFIs)
  - 2.1.8. Creating design changes when Request for Proposals (RFPs) are needed, as well as providing the city staff with projected costs for any options suggested for required change orders
  - 2.1.9. Assisting the City with interpretation of plans and specifications to determine whether design intent is met
  - 2.1.10. Confirmation of meeting design intent

2.1.11. Signing off that the final build meets PROWAG standards

All communications during bidding and construction will be through the City, or the Professional Construction Manager. Limited direct contact with bidders is anticipated, but this may be required for progress meetings, leading Prebid meetings, or when discerning issues during RFIs. These services shall be considered part of the base scope unless otherwise negotiated.

**3. Task 3: Deliverables and Review Milestones Design Submittals**

The CONTRACTOR shall submit design documents at the following stages for City review:

*3.1. 60% Design Submittal*

- 3.1.1. Refined plan sheets with major design elements established
- 3.1.2. Site plan identifying watercourses, Floodplains, wetlands, trees to be removed/protected, Earth Disturbed Areas
- 3.1.3. General notes
- 3.1.4. MOT plans
- 3.1.5. Demolition sheets
- 3.1.6. Plan and Profile sheets
- 3.1.7. Design detail sheets
- 3.1.8. ADA ramp and sidewalk details
- 3.1.9. Pavement build up details
- 3.1.10. Pavement Markings
- 3.1.11. Sub-summary and general summary complete for major work items
- 3.1.12. Engineer's cost estimate provided
- 3.1.13. Hydraulics and Hydrology Report (if applicable)
- 3.1.14. Pedestrian Traffic Analysis Report
- 3.1.15. Tree impacts and proposed mitigation defined on plans
- 3.1.16. Tree permits submitted to Forestry
- 3.1.17. Utility conflicts identified on plans
- 3.1.18. Coordination with impacted utilities in progress
- 3.1.19. Cause any required utility relocations in advance of the project bid letting
- 3.1.20. Right of Way Access needs will be confirmed and identified at this stage of design, public involvement may be required if needs are identified.
- 3.1.21. Permitting plans and timelines well understood, design and construction schedule updated accordingly
- 3.1.22. Coordination with Authorities Having Jurisdiction to obtain any necessary clarifications, if necessary

*3.2. 95% Design Submittal*

- 3.2.1. Near-final plans, details, and quantities
- 3.2.2. Final MOT plans
- 3.2.3. Final ADA ramp and accessibility details
- 3.2.4. Final tree removal and replacement plans
- 3.2.5. Final permit packages, as required
- 3.2.6. Final engineer's cost estimates
- 3.2.7. It is expected that plans at this stage of development shall be free of considerable error, all utility conflicts will be addressed and resolved, environmental and permitting will be understood and accounted for.
- 3.2.8. These should have all City comments successfully addressed and be of such quality that they could be biddable without change.
- 3.2.9. If at this point considerable changes are required and they are not related to a change in the scope of services, then these changes will not be compensable.

*3.3. Bid Set Design Submittal*

- 3.3.1. The Design team will provide a fully constructible, biddable set of plans and technical specifications
- 3.3.2. All required approved permits must be in City possession
- 3.3.3. All required approvals from OEPA, City of Columbus, City of Gahanna, and any other AHJ identified throughout the design must be in City possession. The consulting team is responsible for identifying all permits, assembling the permit packages, but the City will be responsible for the permit fees.
- 3.3.4. Right of way access must be clear to successfully bid and complete the work.

*3.4. City Review*

The City of Gahanna will review each submittal and provide consolidated written comments. The CONTRACTOR shall address all City comments and incorporate revisions into subsequent submittals. Final plans shall reflect resolution of all City comments.

*3.5. Final Bid-Ready Documents*

Upon completion of City review, and acceptance of the bid deliverables the CONTRACTOR shall provide:

- 3.5.1. PDF of bid-ready plan sets and specifications suitable for bidding and construction
- 3.5.2. Final engineer's cost estimates

- 3.5.3. All supporting documentation required for bidding
- 3.5.4. If there are considerable changes from bid addenda, these will be incorporated into a Confirms to Contract (CTC) construction set, if requested by the City PM
- 3.5.5. Prior to construction, the CONTRACTOR must provide 3 hard copies of bid sets and executed contracts to the City. Any additional plans or specifications needed for the contractor or CA/CI firms will be paid for at cost by the City.
- 3.5.6. All deliverables shall be provided in electronic format, except for construction plans and any paper copies required for other authorities having jurisdiction. From time to time, additional documents will be requested in their native formats.
- 3.5.7. All design work is property of the City and shall be provided when required by the City.

3.6. *As-Built (Record) Drawings*

The CONTRACTOR shall prepare As-Built (Record) Drawings based on information provided by the CA/CI team, the City, and/or the construction contractor. Services include:

- 3.6.1. Review of contractor redline drawings and field changes
- 3.6.2. Incorporation of approved construction modifications into the record drawings
- 3.6.3. Preparation of final As-Built plan sets reflecting actual constructed conditions
- 3.6.4. As-Built drawings shall be submitted in electronic format and shall be suitable for the City's permanent records. Provide all pertinent deliverables as pdf, in addition to CAD files, GIS files, and native word, and excel documents, as required.
- 3.6.5. As built survey for utility replacements is required for updating the City's GIS system. Work with the City GIS department during the design phase to understand required fields, units, etc. and create applicable tables for the contractor to fill out during construction. Ensure contractual mechanism is in place to cause the contractor to deliver to the City all pertinent project updates to allow easy updates for the GIS system.
- 3.6.6. Create and provide a proposed specification that can be used for consistently collecting this as build GIS data moving forward.

**4. Project Schedule**

The City's tentative schedule is based on acceptance of contract and receipt of final design drawings. The CONTRACTOR shall complete all design services such that final design drawings are delivered by February 5, 2026.

**5. Coordination and Communication**

The CONTRACTOR shall coordinate closely with City of Gahanna staff throughout the project, attend meetings as required, provide any required public outreach and stakeholder engagement, and incorporate City comments in a timely manner. Additionally, host any necessary ODOT Urban Paving and OWPC review and approvals. Coordinate with stakeholders when conflicting requirements exist to find amenable resolutions and obtain necessary approvals. Ensure all NEPA requirements, BABA requirements, and AIS requirements are met if required by the funding sources proposed and utilized.

**6. Grant Support**

The CONTRACTOR will provide administrative and technical support to ensure compliance with ODOT Urban Paving Program requirements, in addition to providing administrative and technical support in submitting applications to other funding opportunities such as the OPWC SCIP/LTIP.

No additional services are expected 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, the schedule for delivering these, and the reason for needing 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.