

RESOLUTION NO.: 2013-R31
SPONSOR: MAYOR NORTH
INTRODUCED: MAY 14, 2013

DEFEATED

ASSIGNED TO: TCS

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF GREEN BRIDGE BRANDING/ENHANCEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City routinely contracts with numerous engineering firms for various types of engineering services; and

WHEREAS, the City of Green desires to hire OHM Advisors to provide engineering services related to the City of Green Bridge Branding/Enhancement Project; and

WHEREAS, as a result of the passage of Ordinance 2010-04, it is necessary for City Council to approve the hiring of OHM Advisors for the proposed services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

City Council authorizes Green to hire OHM Advisors to provide engineering services related to the City of Green Bridge Branding/Enhancement Project, pursuant to the terms set forth in the Agreement attached as Exhibit "A".

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

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Resolution 2013-R31

ADOPTED: _____

Molly Kapeluck, Clerk

Dave France, Council President

APPROVED: _____, 2013

DEFEATED

Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: _____, 2013

ON ROLL CALL: Colopy - *yes* France - *yes* Humphrey - *no* Knodel - *no*
 Neugebauer - *no* Reed - *no* Summerville - *no*
 Defeated 5-2

Suburbanite publication on June 30 and July 7, 2013

Molly Kapeluck
Molly Kapeluck, Clerk

5/08/2013 Approved as to form and content by Stephen J. Pruneski, Law Director

SP 5/7/13

DEFEATED

Below is an outline of the process to gain approval from the City of Green, ODOT and construct the individual bridge enhancements. The professional services fee estimate outlines the design/engineering, permitting and construction administration for the project.

Project Assumptions:

1. Each bridge enhancement will have the same 'design application' regarding aesthetic treatments (as per the 'Vision' rendering, see page 1 of this proposal). Structural (attachment applications) are assumed to be common details between bridges.
2. Power service. We assume a power connection point can be found close to bridge.
3. Traffic Maintenance assumes the use of Ohio Temporary Traffic Control (typical applications)
 - The use of double lane closures on I-77 will be allowed
 - The local roadways will operate under flag control, or alternating one way with traffic signals
 - Full/detailed Maintenance of Traffic plans and striping plans will be required
4. Bridge
 - Bridge enhancements will utilize the existing parapet wall.
 - Existing bridge elements have sufficient capacity to support the proposed improvements
 - Conduit can be surface mounted to bridge underside if there are not conduits embedded in the existing railing

**Scope of Work
Green Bridge Branding/Enhancement Projects**

Task 1: Refine 'Vision' into Design Development Plan

- Establish budget allowances.
- Make design changes/modifications to the 'vision concept' to reflect budget allowances per City of Green direction. (one iteration of design changes, additional design changes will be billed as additional services)
- Generate Design Development Plans (Layout Plans)
- Develop Preliminary Cost Estimate.

Deliverables:

- Preliminary 'Layout Plan'
- Preliminary Cost Estimate

Task 2: Preliminary Field Review and Scoping with ODOT

- Prepare for and attend ODOT Field Review with District 4 designee(s) knowledgeable in bridge applications and roadside design/safety to discuss proposed locations for improvements.

- Obtain and review individual bridge construction documents from ODOT (Airport bridge, East Turkeyfoot Lake Bridge, Wise Road Bridge, Graybill Road Bridge)
- Discuss and reconcile Maintenance Agreement of bridge improvements/enhancements.

Deliverables:

- Attend Field Review meeting with ODOT (1 meeting)
- Meeting memorandum

Task 3: 'Project Narrative' Review and Comment (ODOT Design Review Phase 1)

- Design Review Phase 1: prepare **Project Narrative** describing project components, proposed construction methodology per project element for ODOT review and comment (+/-30 days review timeline per ODOT)

Deliverables:

- Project Narrative and Concept to ODOT for review

Task 4: Plan Review and Comment (ODOT Design Review Phase 2)

- Prepare design plans and detail sheets
- Prepare 'maintenance of traffic' plan and specifications
- Assist in the preparation of ODOT Permit Application
- Design Review Phase 2: Make all necessary changes/modifications to plans per City of Green and ODOT review/comments
- Submit plans and specifications to ODOT for Final Review (ODOT District 4, ODOT, Federal) (+/-120 day review per ODOT)

Deliverables:

- Bridge Improvement Plans and Specifications
- Permit application
- Maintenance and Repair application

Task 5: Final Construction Documents and Bid Documents

- Prepare Final Bid Documents, Quantities, and Construction Cost Estimate
- Assist in Advertizing Bid
- Pre-bid Meeting (Q&A) (1 meeting)
- Bid Opening (1 meeting)
- Assist in evaluating bids with City of Green (1 meeting)
- Award contract

Deliverables:

- Final Bid Documents, Specifications, Quantities, Construction Cost Estimate
- Pre-bid (1 meeting)
- Bid opening (1 meeting)
- Bid evaluation (1 meeting)

Task 6: Construction Administration

- o Pre-construction meeting with ODOT, City of Green, and contractor (1 meeting)
- o Construction observation (1 day per week for duration of construction assuming a 6 week construction schedule per bridge)
- o Coordinate RFI's, review and approve shop drawings, etc.
- o Punch List
- o Final Walk-Through with City of Green and ODOT (1 meeting)

Deliverables:

- o Pre-construction meeting
- o On-site construction observation
- o Punch list (photo documented)
- o Final Walk-Through (1 meeting)
- o Project closeout

Professional Services Fee and Reimbursable Expenses:

We propose to complete the above scope of services for the fees below plus direct project expenses for printing, mileage, courier, etc.

The professional services fee has been broken down by "Tasks" to allow for an incremental approach to the project in the event that project feasibility, funding, and/or ODOT creates obstacles that are unable to be overcome. The nature of this agreement shall consist of the City of Green authorizing this contract by "Task" in accordance to the Scope of Work outlined above. It is suggested that Task 1, Task 2 and Task 3 be authorized together to start the project thereby giving the City of Green a clear picture as to the design parameters, cost and approvals needed to move the project to the construction document and construction phases.

As stated in our Terms and Conditions, either party (OHM or City of Green) can terminate the agreement at any time. Please see the Terms and Conditions, section TERMINATE.

Task 1: Refine 'Vision' into Design Development Plan	Fee: \$13,750
Task 2: Preliminary Field Review and Scoping with ODOT	Fee: \$ 4,000
Task 3: 'Project Narrative' Review and Comment	Fee: \$ 9,500
Task 4: Plan Review and Comment	Fee: \$32,000
Task 5: Final Construction Documents and Bid Documents	Fee: \$ 9,000
Task 6: Construction Administration	Fee: \$ 4,500

Professional Services Fee: \$72,750

Anticipated reimbursable expenses: \$ 1,500

Total Fee: \$74,250

This proposal does not include public presentations or presentation items such as color plans, elevations or perspectives. Such items will be considered additional services and will be billed on an hourly basis. No additional services will be undertaken without consent in writing from the City of Green.

AUTHORIZATION

If you find this proposal to be acceptable, please provide OHM Advisors with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to provide the City of Green and look forward to working with you on this project. Please do not hesitate to contact me at (614) 418-0600 with any questions or if you need any additional information.

Again, thank you for the opportunity to propose.

Sincerely,

Tony Slanec, Principal
Director of Planning and Urban Design

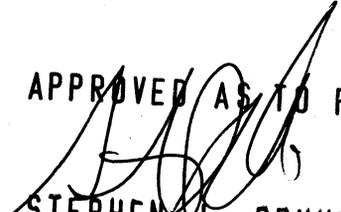
ACCEPTED:

Wayne Wieth, Director of Planning, City of Green

City of Green:

By its Mayor, Richard G. Norton

APPROVED AS TO FORM:


STEPHEN J. PRUNESKI
LAW DIRECTOR

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM Advisors:

- a) Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM Advisors within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM Advisors to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.

5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of

compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such

provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however, OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.