

ORDINANCE NO. 16-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with OHM Advisors Inc. for the period of January 1, 2020 through December 31, 2023, for engineering services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. Upon adoption by Council, this Ordinance shall take effect and be in force from the earliest date permitted by law following the Mayor's signature.

PASSED this 24th day of February, 2020.


Leandra Jenkins, Council President

ATTEST: 
Mollie Prasher, Clerk of Council

APPROVED: 
Joe Begeny, Mayor

DATE 2-25-2020



ARCHITECTS. ENGINEERS. PLANNERS.

RE: Reynoldsburg City Engineer
Contract for 2020, 2021, 2022, & 2023

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, projects, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

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Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Reynoldsburg, Ohio
- “Engineer” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Standard Engineering, Planning, and Design Services

- Provide engineering services in your community as outlined herein. We are available to provide the following services for your community.
- Assumptions for services – hours and meetings anticipated:
 - We anticipate up to 8 hours per week (average) (50 weeks/year)
 - Council meeting (Anticipate up to 6 per calendar year)
 - Staff meetings (up to 1 per month)
 - Miscellaneous departmental meetings and conference calls (3 per month)
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
- OHM is available to complete the following services under the hourly service arrangement:
 - Meeting Hours (as necessary and requested by the Municipality)
 - Attendance at Council Meetings, as necessary
 - Attendance at Planning Commission, Design Review, and BZA as necessary
 - Special meetings at the City Hall
 - Special meetings to attend on behalf of the Municipality, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.), or with development applicants
 - Special meetings with funding agencies for project grants and loans
 - Concept planning for planning, landscape architecture, placemaking and urban design projects
 - Office Hours at OHM Advisors Office
 - Coordination of municipal inquiries
 - Preparation of grant applications, reports, etc. as requested
 - Engineering and city related staff reports and memorandums
 - Technical advisor on engineering issues referred from the Mayor, Council, Committees, or other Departments (Service, Development, Law).
 - Represent the Municipality to advise property owners on problems pertaining to engineering and planning, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or planned or conceptualized public or private development projects (new development, landscape architecture and urban design).
 - Work with the administrative staff to organize, manage, and update Engineering related files, standards, and details.
 - Update Council regarding the status of engineering related matters as needed.
 - Provide Professional oversight of Standard Engineering Services.
 - Advise the Development Department and Planning Commission on planning and development related matters.
 - Assist the City with creative placemaking, landscape architecture, urban design, and beautification projects.
- Major Tasks
 - Assist with Capital Improvement Plans (CIP) – (Updated every year)
 - Review and assist as needed in preparing funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

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Task #2 Professional Design Service Contracts

- This Task covers Professional Design Service Contracts, such as:
 - Pre-Design Services (Survey, Environmental, Traffic, Geotechnical, Planning, etc.)
 - Reports & Studies (Flood Studies, Traffic Studies, Environmental Studies, etc.)
 - Architectural, Engineering, and Planning Design Services (Plans & Specifications)
 - Public Bidding & Award Services
 - Plan Review Services
 - Construction Administration, Management, Inspection & Testing (CA/CM/CI)
 - Criteria Engineer/Architect Services (per ORC 153.692)
- Typical Architectural, Engineering, and Planning Design Projects requiring Professional Design Services:
 - Streets, Waterlines, Sanitary Sewers, Storm Sewers, Bridges and Culverts
 - Downtown redevelopment plans, trails, parks, and recreation plans and detailed design
 - Police, fire, and administrative/municipal buildings, and facilities evaluation, assessment and design/planning
 - Other publicly owned infrastructure projects
- Professional Design Service Contracts shall have the following:
 - Detailed scope of services, itemized pricing, and project schedule
 - No work shall commence on any project or task without written authorization to proceed by the Municipality
- If changes in the Scope of Services for a project are necessary, a revised price proposal and schedule shall be provided to the Municipality for approval, prior to proceeding with the work.

Price Proposal and Fee Schedule

MUNICIPALITY agrees to compensate ENGINEER an annual amount not to exceed Seventy-five Thousand Dollars and no cents (\$75,000.00) for the general engineering services outlined in Task 1 Standard Engineering, Planning, and Design Services. Payment for Standard Engineering Services shall be hourly not to exceed without prior written authorization of the CITY.

Items as outlined in Task 2 Professional Design Service Contracts will be fixed price proposal contracts that will be submitted to the City, upon request for authorization prior to the commencement of work as outlined in this Task.

All fees for service will be based on the attached 2020 hourly rate schedule (Exhibit A). The hourly rates may increase for contract years 2021, 2022, & 2023, at a maximum rate of 3% per year.

Contract Term

Contract shall commence on written approval and authorization by the Municipality and terminate on December 31, 2023.

Standard Terms and Conditions


The Standard Terms and Conditions attached herein shall be in effect for the entirety of the Contract Terms shown above. The Standard Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2 the duration of those contracts.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or Engineer), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. This termination clause shall supersede Item 12 "Termination" of the Standard Terms & Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

OHM Advisors



David G. Krock, PE
Vice President of Ohio

City of Reynoldsburg

Name Date

Approved as to form:

Name Date

Standard Terms & 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 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 sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT - Invoice(s) 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 sub consultants, 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' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

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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 any time, 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 acknowledges 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 sub consultants 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.

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OHM ADVISORS 2020 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$180.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$137.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$135.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$120.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$130.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$110.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$98.00
Technician IV	\$135.00
Technician III	\$120.00
Technician II	\$100.00
Technician I	\$80.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$160.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$115.00
Surveyor II	\$108.00
Surveyor I	\$88.00
Surveyor Aide	\$65.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$98.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$59.00
Principal	\$205.00
Sr. Associate	\$195.00
Associate	\$183.00

Rates as reflected subject to review and adjustment on an annual basis.
2020 Public Rates 19-1113