



**FINANCE COMMITTEE - BARTH COTNER
MONDAY OCTOBER 9, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE
COMMITTEE MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I – Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Clemens
Safety: Chmn Long, Cicak, Clemens, Spalding
Service: Chmn Luzader, Clemens, Spalding, Cicak
Finance: Chmn Cotner, Long, Luzader, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – September 25, 2017
4. Discussion
 - a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES, INC. FOR MANAGEMENT CONSULTING SERVICES.
 - b. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY’S FIXED ASSET LIST.
 - c. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED INCOME TAX FUND TO AN ACCOUNT IN THE CITY INCOME TAX DEPARTMENT.
 - d. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL COMPREHENSIVE MASTER PLAN SERVICES.
 - e. ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.
 - f. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC., (“EMH&T”) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (First Reading 9/25/2017).

- g. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC., ("CT") FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (First Reading 9/25/2017).
- h. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (First Reading 9/25/2017).
- i. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018. (First Reading 9/25/2017).

ITEMS TO BE ADOPTED:

- j. ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO BALDWIN ROAD; APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. (First Reading 9/25/2017).
- k. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GILBANE BUILDING COMPANY FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY. (First Reading 9/25/2017).
- l. ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED INCOME TAX FUND. (Second Reading 9/25/2017).
- m. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 949.07 Water Meter Service Fee and 949.08 Charge for Testing Meter of Chapter 949 Water Regulations. (Second Reading 9/25/2017).

- n. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 953.01 Water Rate Schedule; Section 953.04 Charges Billed Quarterly; Late Payment Penalty; Section 953.06 Discontinuance of Service; and Section 953.09 Special Charges of Chapter 953 Water Charges. (Second Reading 9/25/2017).

- o. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 9/25/2017).



**FINANCE COMMITTEE - BARTH COTNER
MONDAY SEPTEMBER 25, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Cotner, Long, Skinner, Luzader, Joseph
ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Finance Committee – Committee Meeting – September 11, 2017

RESULT:	ACCEPTED
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4. Discussion

- a. Ordinance Authorizing Emh&T to Conduct Surveying, Design Engineering & Bidding Services for Roadway Improvements to Baldwin Road; Appropriating Funds Therefore and Declaring an Emergency.

Mr. Sampson: Thank you. This legislation will begin the survey, design, and bidding for Baldwin road for 2018. This includes construction of the road pavement section and curbs, ADA ramp improvements, storm sewer improvements and replacing aged and deteriorated water main. We anticipate this going out to bid in Spring of 2018.

Mr. Cotner: Work would start roughly when?

Mr. Sampson: Late spring, early summer after school. We will accommodate the school bus traffic that goes to the Junior High. We have 4 million allocated for the street program and this is part of that package.

Minutes Acceptance: Minutes of Sep 25, 2017 7:33 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- b. Ordinance Authorizing the Mayor to Enter into Contract with Gilbane Building Company for Professional Construction Management Services for the Reynoldsburg Community Center AND DECLARING AN EMERGENCY.

Mr. Sampson: This is the second half of our design and construction of our new community center. The selection committee interviewed three short listed firms to service as construction manager on the project. The construction manager will work with the architect and the city to develop the design and construct the project. The selected firm was Gilbane, they're a local firm with offices in Ohio and the US. Gilbane has extensive recreation and a sports facility portfolio.

Mr. Clemens: *inaudible*

Mr. Sampson: We will get a guaranteed maximum price once the drawings of the concept in late October, the schematics will be done by the end of the December and from that they'll be able to put together a construction cost. They have an estimate right now Mr. Clemens of what design and construction services of between \$20-25 million for design and construction that is both hard and soft cost.

Mr. Clemens: *inaudible*

Mr. Sampson: We were in the original, in the information that Gro Development put together was \$18.5 million that was their estimated cost for the facility. We've also got to add anywhere from \$1.5- 2 million for design services and the site. It's a \$2-3 million site renovation. The estimate that you saw Mr. Clemens was for the facility. That's what Gro put together when they did their study last year.

Mr. Clemens *inaudible*

Mr. Sampson: You have to include hard and soft cost if you know what that is, you have to include the site, you have site that 70% of it is under the flood plain so you have to do extensive site development, you've got to do demolition and you've got to pay for the building.

Mr. Clemens: *inaudible*

Mr. Sampson: It was introduced, I gave you an estimate in January of this year, when we advertised it had the budget in it, the RFQ, the design services had the budget in it, it's no secret. We're crossing our t's and dotting our i's and the idea of putting a construction manager on board at this early stage, most of my projects I've done in my career have been construction manager at risk, you get a guaranteed maximum price early, the construction

manager has the opportunity to provide input to the design the features to that design, the site and we know throughout the process what we're going to be paying.

Mr. Cotner: anyone else with further questions?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- c. Ordinance Authorizing Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc., ("EMH&T") for General Consulting and Professional Design Services.

Mr. Sampson: This really addresses the next several ordinances. This is the ordinance for the City's consulting engineer services for 2018 and 2019. The selection committee recommended EMH&T to continue as the lead with CT Consultants and American Structurepoint to provide back up inspection services. The back up has been expanded to cover inspection services. Kudos to Dan Havener and Eric Snowden as the city experienced in 2017 one of its most active development periods to date. The city is also moving forward with its promise to Reynoldsburg voters that while we had only \$500,000 this year to spend on our street program, we are moving toward \$4 million next year in 2018. With this additional work, we want to be sure we have sufficient consulting inspection services, we have a consultant inspection pool to draw from so that we don't stop work that is progressing. We may or may not use their services, but they'll be in the pool to draw from.

Mr. Luzader: *inaudible*

Mr. Cotner: Thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- d. Ordinance Authorizing Mayor to Enter into an Agreement with CT Consultants, Inc., ("CT") for General Consulting and Professional Design Services.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- e. Ordinance Authorizing Mayor to Enter into an Agreement with American Structurepoint for General Consulting and Professional Design Services.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- f. Ordinance Authorizing Mayor to Enter into Contract with the District Advisory Council of the Franklin County General Health District, and Franklin County Public Health for Health Services from January 1, 2018 to December 31, 2018.

Mayor McCloud: Thank you, this is an annual item that we enter into a contract with the Franklin County Board of Health for specific certain services that's based on a per capita, they've estimated our population at 36,540 and at \$8.28 per person so that's how they arrived at the figure before you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- g. Ordinance Authorizing the Mayor to Sign a Memorandum of Understanding with Franklin Soil and Water Conservation District Regarding the Dysart Run Stream Restoration Project; Appropriating Funds Therefore and Declaring an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- h. A Resolution Accepting, Approving and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils; and Declaring an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- i. Ordinance Appropriating Funds from Unappropriated French Creek Footbridge Fund to an Account in Miscellaneous Distributions and Declaring an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- j. Ordinance Requesting Council to Appropriate \$650,000.00 from the Unappropriated CIP Fund (410) to Account #410.000.0148.5659, and Declaring it an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- k. Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the Parks & Recreation Department and Declaring an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- l. An Ordinance Authorizing and Directing the Mayor to Enter into Contract to Purchase Real Property to be Used by the City of Reynoldsburg; Appropriating Funds Therefore and Declaring it an Emergency. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- m. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- n. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- o. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- p. Ordinance Appropriating Funds from the Unappropriated Income Tax Fund. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- q. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 949.07 Water Meter Service Fee and 949.08 Charge for Testing Meter of Chapter 949 Water Regulations. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
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SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- r. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 953.01 Water Rate Schedule; Section 953.04 Charges Billed Quarterly; Late Payment Penalty; Section 953.06 Discontinuance of Service; and Section 953.09 Special Charges of Chapter 953 Water Charges. (First Reading 9/11/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- s. Ordinance Making Supplemental Appropriation for Debt Service Payments. (Second Reading 9/11/2017).

Minutes Acceptance: Minutes of Sep 25, 2017 7:33 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/25/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

Minutes Acceptance: Minutes of Sep 25, 2017 7:33 PM (Approval of Minutes)

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES,
INC. FOR MANAGEMENT CONSULTING SERVICES

Request Council approve the attached contract for Don Schonhardt for CAFR Services. This company is on the No Bid list. Money to pay contact is in the 2018 Budget.



5307 Franklin Street
 Hilliard, Ohio 43026-1409
Donald J. Schonhardt & Associates, Inc.
 (614) 876-2020
 (614) 876-2050 fax
 www.djschonhardt.com

September 6, 2017

Mr. Richard E. Harris, City Auditor
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, Ohio 43068-2014

Dear Mr. Harris:

Thank you for the opportunity to submit our proposal to provide assistance in the preparation of the City's 2017-2019 Comprehensive Annual Financial Reports (CAFRs). We have tailored our proposal to be responsive to your unique needs while incorporating a proven approach developed by our firm.

Our firm has provided assistance in the preparation of all 26 of the City's award winning CAFRs. The City's cost for our services has remained unchanged for the previous 9 CAFRs (2008-2016) despite numerous new pronouncements from the Governmental Accounting Standards Board (GASB) that have required substantial additional commitment of time in the report preparation process by our staff.

Beginning with the 2015 CAFR, the City had to implement/comply with the Governmental Accounting Standards Board (GASB) Statement No. 68, "Accounting and Financial Reporting for Pensions" and GASB Statement No. 71, "Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68." The changes that have resulted from the aforementioned GASB Statements require a significant amount of additional work each year in order for us to present the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

We hope you understand that the increase included in this proposal is not something we take lightly, but deem appropriate in order to continue to insure the highest quality of financial accounting and reporting. The new proposal will hold the City's cost at the same level for a period of three years. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

I have enclosed two (2) copies of our standard contract for consulting services. Please review the materials that accompany this correspondence and call me if you have any questions regarding any of the items. After the contract has been signed, please return one (1) copy to our office for our files.

Upon notification that the work has been approved, we will schedule work to begin in the late fall. I am looking forward to hearing from you in the near future.

Sincerely,

Roy O. Porter, CPA
 Executive Vice President

ROP:tle
 Enclosure

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

EXECUTIVE SUMMARY

Overview

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2016 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Richard E. Harris, City Auditor, is currently in the process of planning for the preparation of the City's 2017 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2017 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

Timing

On or before May 30, 2018, the City will be required to do the following: 1) submit their 2017 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Annual Financial Data Reporting System (AFDRS). Both processes must be completed to meet statutory requirements.

Audit Considerations: To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2017 CAFR to the GFOA no later than June 30, 2018. DJS&A intends to provide the auditors with a preliminary trial balance by April 15, 2018 to allow sufficient time for completion of the audit by May 30, 2018. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit. **If the audit is not completed by May 30, 2018, DJS&A cannot guarantee completion of the 2017 CAFR by June 30, 2018.**

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2018 and 2019 CAFR at the same annual fee quoted for the 2017 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

<u>Report Year</u>	<u>Report Fee</u>
2017	\$17,000
2018	17,000
2019	17,000

The amount that will be billed to the City of Reynoldsburg for the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2017 CAFR. It is anticipated that the engagement will be completed by June 30, 2018. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the CAFR and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **CAFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

SUMMARY OF WORK TO BE PERFORMED (Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **CAFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2017 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.

CONTRACT
for
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, 20____, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the City of Reynoldsburg, Ohio, 7232 East Main Street, Reynoldsburg, Ohio 43068 acting through the City Mayor, hereinafter referred to as the "City".

Whereas, the Consultant provides assistance to local governments in the development of improved accounting and financial management information systems; and

Whereas, the City desires to retain the Consultant to provide assistance in the preparation of the 2017 Comprehensive Annual Financial Report (CAFR); and

Whereas, the City has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the City dated September 6, 2017, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

Scope of Services (Section I)

The Consultant shall provide accounting and financial management consulting services to the City in accordance with the Proposal to the City developed by the Consultant and dated September 6, 2017, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The City acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each CAFR prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

of years

signature

Title

Term of Agreement (Section II)

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is canceled by either party according to the terms of Section IV of this Contract titled "Termination".

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

Compensation (Section III)

Fee: City agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not to exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

Termination (Section IV)

The Client shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have thirty (30) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this Agreement shall not terminate but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve the Client any payment obligations under this Agreement. Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc., shall be made on or prior to the termination date.

General Provisions (Section V)

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

General Provisions (Section V) (Continued)

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

Approved As to Form

By: _____
City Attorney

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

By: _____
Brad McCloud, Mayor

Date: _____

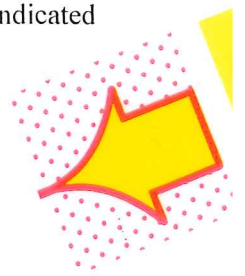
Date: _____

PO #: _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

By: Roy O. Porter
Roy O. Porter, CPA
Executive Vice President

Date: 9/6/17



Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

Appendix I

***Proposal to the
City of Reynoldsburg, Ohio***

***for
CONSULTING SERVICES
FOR
THE PREPARATION OF
ANNUAL FINANCIAL REPORT***

Prepared by
Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409
(614) 876-2020

September 6, 2017

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

EXECUTIVE SUMMARY

Overview

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2016 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Richard E. Harris, City Auditor, is currently in the process of planning for the preparation of the City's 2017 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2017 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

Timing

On or before May 30, 2018, the City will be required to do the following: 1) submit their 2017 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Annual Financial Data Reporting System (AFDRS). Both processes must be completed to meet statutory requirements.

Audit Considerations: To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2017 CAFR to the GFOA no later than June 30, 2018. DJS&A intends to provide the auditors with a preliminary trial balance by April 15, 2018 to allow sufficient time for completion of the audit by May 30, 2018. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit. **If the audit is not completed by May 30, 2018, DJS&A cannot guarantee completion of the 2017 CAFR by June 30, 2018.**

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2018 and 2019 CAFR at the same annual fee quoted for the 2017 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

<u>Report Year</u>	<u>Report Fee</u>
2017	\$17,000
2018	17,000
2019	17,000

The amount that will be billed to the City of Reynoldsburg for the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2017 CAFR. It is anticipated that the engagement will be completed by June 30, 2018. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the CAFR and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **CAFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

SUMMARY OF WORK TO BE PERFORMED

(Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **CAFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2017 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.

Police Department**Bill Early****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6935 Phone****ORDINANCE REQUEST**

DATE: October 9, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST.**

Please remove fixed asset number 2291 Finger Print Machine. The equipment is no longer operable and should be disposed of.

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
INCOME TAX FUND TO AN ACCOUNT IN THE CITY INCOME
TAX DEPARTMENT.

Request Council Appropriate \$60,000 from the Unappropriated Income Tax fund to account number 220.564.5529 Misc Distributions. This is to pay additional RITA Retainer because Income Tax Collection has increased with the Income Tax Increase.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL
COMPREHENSIVE MASTER PLAN SERVICES AND
APPROPRIATING FUNDS THEREFORE.**

The City of Reynoldsburg does not have an up-to-date Comprehensive Master Plan. The last Plan was created in 1992. A Master Plan will provide both a short- and a long-range vision for the built environment in the City. It will guide the appropriate use of lands within the City in order to protect the public health and safety and to promote general welfare. Among other issues, the Master Plan will assist City Officials identify suitable locations for commercial, housing and mixed-use development; locations where the City should increase density, use redevelopment, or intervene in other ways; opportunities to extend and/or improve open space, recreational areas, and civic facilities; strategies for increasing economic development; environmental, historic and cultural resources that need conservation; and strategies for improving infrastructure issues.

As a result, the Master Plan has a direct relationship to the citizens of Reynoldsburg, whether they live, work, or own a business in the community. A copy of the OHM Advisors' statement of qualifications and contract is attached.

Request Appropriation of \$120,000 from the unappropriated General Fund to account number 110.580.5339 Misc. Contract Services.

REQUEST FOR PROPOSAL

PROFESSIONAL COMPREHENSIVE PLANNING SERVICES FOR THE CITY OF REYNOLDSBURG

JULY 21, 2017



CONTENTS

A PROJECT UNDERSTANDING
& APPROACH

B INNOVATIVE ENGAGEMENT

C FIRM & SUBCONSULTANT OVERVIEW

D RELEVANT PROJECT EXPERIENCE

E PROJECT TEAM & KEY PERSONNEL
QUALIFICATIONS

F REFERENCES

G COST PROPOSAL



AARON DOMINI PROJECT MANAGER

This is a pivotal time for the City of Reynoldsburg. With new opportunities and challenges evolving in the City it is appropriate to pause, consider, and plan for where and how the City should grow in the future. Creating a solid and defensible plan will ensure the city staff and leadership has a blueprint to make informed capital decisions, as well as evaluate future development, resulting in an integrated framework to shape the future of the community.

We believe cities that have a solid vision and plan for the future will be appropriately positioned to thrive. In Reynoldsburg, this includes creating a plan that builds consensus among local stakeholders, identifies area for redevelopment (e.g. Brice and Livingston, Kroger site, Brice and Main Center, and Downtown and Recreation Center sites), and identifies public projects that will attract and support new development and improve the overall quality of life in the community.

We believe the OHM Advisors and CT team offers the best balance of local understanding and community planning experience. Together OHM and CT have worked with the City over the past several years to consider and prepare for this important community initiative. We are confident our team will deliver a plan that achieves layered objectives. With our complete team of planners, urban designers, architects, and engineers we are will deliver a plan with a focused vision, a blueprint for growth, and a strategy to guide new investment. We have been committed to serving your community, and if selected, I assure you will have the full attention of our team.

A. PROJECT UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

Create a comprehensive plan rooted in community values and aspirations, technically informed by an evaluation of land use, infrastructure, market conditions and trends, and backed by strategic recommendations to strengthen the community.

The process is just as important as the Plan.

Community buy-in is critical, and the planning process itself is a vital step in creating the framework for executing the Plan. The process should function to educate and communicate to the community how they can participate in the development and implementation of the Plan.

Why the OHM Team?

The OHM planning team will work with staff to develop a planning process that is tailored to the project, and work to ensure the process is transparent and engaging for all community members. Our approach includes a branding and communication strategy for the process itself, giving all materials and meetings an identifiable look and feel.

Change is important, but direction is critical.

It is understood that there is momentum and a continued desire for positive change in the City, and the Plan should be a catalyst, providing guidance and direction as to how that change can continue. The Plan should answer the question what *kind* of change will be best for Reynoldsburg? But planning for change isn't enough, there must be a specific outcome that can be measured, and a defined roadmap on how to get there.

Why the OHM Team?

OHM has experience in taking large amounts of information or complicated problems and refining them down to their core principles that represent a clear way forward. This is important in determining the direction of future change, and to ensure the community is truly setting the course for the future of Reynoldsburg.

Listen to the silent majority

Today the world of engagement has changed. With busy schedules and social media it is challenging to gain meaningful insight from the traditional public meetings. Today more than ever engaging the public is about making it convenient. With this in mind our approach will include a statistically valid community survey. The result will be strategic insight into the ideas and aspirations of the

community. This will prove to be valuable during and beyond the planning process.

Why the OHM Team?

OHM together with team member Aimpoint have worked together for a decade to integrate statistically market research and public opinion into the community planning initiatives. Our experience results in efficiency and clarity throughout the planning process.

Local stakeholders are critical to the process.

Local stakeholders are critical to create a well-informed plan. As part of our process we will engage local stakeholders to help inform the development of the planning process. This may include the Reynoldsburg Chamber, Schools, Churches, and civic groups.

Why the OHM Team?

Experience. Our team of planners has considerable experience in running engagement processes, and is able to find common ground and ways to move forward with collaborative and competing groups.

Guide & promote new economic development initiatives in targeted areas.

Every community needs a healthy economy to thrive, and the Plan should recognize the City's current economic strengths and outline where new opportunities for economic and job growth can occur. As part of the planning process we will consider how areas like Brice and Livingston, the Kroger site, Brice and Main Center, and the Downtown can and should be redeveloped.

Why the OHM Team?

OHM Advisors' team of planners, real estate experts, engineers, and land planners can help identify and implement creative solutions to grow new economic opportunities in these areas. The Plan will offer specific strategies for orienting the City to leverage its assets and regional location to further enhance economic opportunities and quality of life in the City.

A. PROJECT UNDERSTANDING & APPROACH

A need for a holistic approach that integrates planning, engineering, design, and economic development.

A Comprehensive Plan needs to be inclusive and consider a 360 degree view of the City. This should include reviewing, planning for, and balancing land use, infrastructure, economic development, housing, community character, and quality of life amenities.

Why the OHM Team?

The OHM and CT team provides a multidisciplinary and holistic perspective. Something incredible grows out of a team of experts with individual specialties—ideas with bigger impact. More energy. And more synergy in less time. Within our team makeup collaboration will breed higher-grade solutions.

A plan that serves as a playbook, not a 'book end'.

What good is a plan if it's unusable? All the effort, time, and money shouldn't go to waste on a plan that nobody uses. A good plan should always answer the question *"what's next?"* and serve as a **playbook** on how to get there.

Why the OHM Team?

Our team will be focused on delivering a plan that is visionary and legally defensible, resulting in a guide to support the planning and decision making of the Reynoldsburg team of staff, and elected and appointed officials. Additionally we will be focused on outlining recommendations for future public projects that will guide and inform future capital planning.

METHODOLOGY

The OHM Advisors team has outlined an approach that is designed to achieve the objectives outlined in the RFP. The proposed approach is organized into five phases outlined below and described in more detail in the following section.



PHASE 1:
PREPARING FOR
THE PLAN



PHASE 2:
UNDERSTANDING
THE CONTEXT



PHASE 3:
ENGAGE AND
LISTEN



PHASE 4:
DEVELOPING THE
PLAN



PHASE 5:
FINALIZING THE
PLAN, SETTING UP
IMPLEMENTATION

WHY ARE WE INTERESTED?

We are passionate about the communities where we live and work. We believe our breadth of experience and expertise will serve Reynoldsburg well throughout the planning process and in the creation of a clear path forward.

HOW IS THE OHM TEAM A GOOD FIT?

Our project understanding provides a synopsis of the key areas or aspects that need to be addressed in the process, and how we are uniquely qualified to contribute to this important and exciting project.

A. PROJECT UNDERSTANDING & APPROACH



PHASE 1: PREPARING FOR THE PLAN

Task 1.1 – Getting Organized

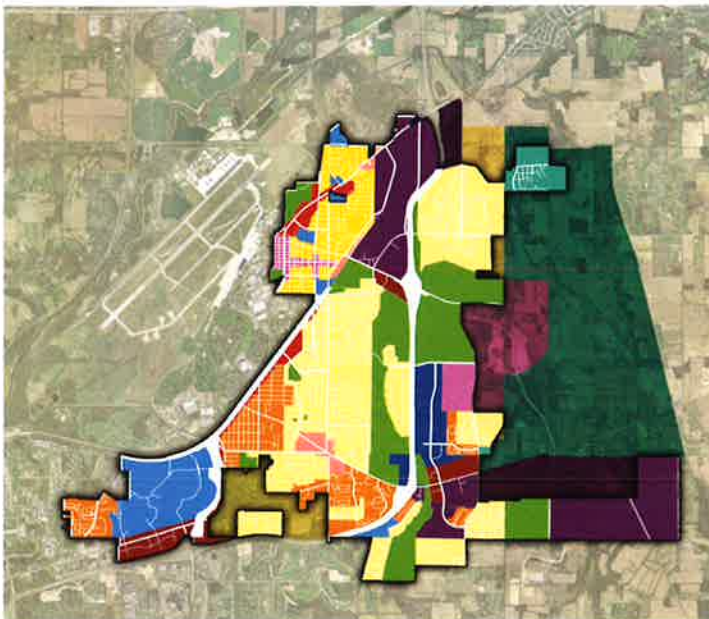
OHM Advisors and staff will have a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and invite members, and establish the finalized logistics and detailed schedules for the project.

Task 1.2 – Develop Project Brand and Website

As part of this task, OHM will develop a project logo and brand, as well as a project website. The website will serve as the main social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates. Note that these branding elements will be specific to the project, and not interfere with the branding of the city / community.

Task 1.3 – Assemble Mapping Data and Prepare Maps

As part of this task, the planning team will collect and assemble data to create base maps of Reynoldsburg. This step will utilize data provided by the City of Reynoldsburg, Franklin / Licking County, and various state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.



Future Land Use Map, Fairborn, OH

Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future conditions of the City. This will include, but is not limited to, zoning district maps, development policies, and capital improvement plans.

Task 1.5 – Project Kick-Off (Steering Committee Meeting 1)

OHM will begin the project by facilitating a kick-off meeting with the steering committee to review the project work plan and project schedule. The kick-off meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead an open and transparent discussion with the steering committee that focuses on the end result and process to ensure all expectations are met. The planned outcome of the discussion will be a set of project goals the consultant team and the steering committee will consider throughout the planning process.



PHASE 2: UNDERSTANDING THE CONTEXT

Task 2.1 – Existing Conditions Analysis

OHM will conduct a thorough analysis of the existing conditions in the Reynoldsburg community. The analysis will focus on past, current, and future trends in the community, and region, which will inform the development of the Plan. This may include but is not limited to the following:

- Demographic and Population
- Land Use
- Park, Open Space, and Recreation
- Development Character
- Community Services
- Mobility
- Public Utilities
- Economic Development
- Downtown

Task 2.2 – Existing Conditions Presentation and Preparing for Community Outreach (Steering Committee Meeting 2)

OHM will present the findings of the existing conditions research to the steering committee for review. OHM will use a combination of editing and auditing techniques at each session to clarify, validate and/or modify the existing conditions research. It is not the intention to discuss and reach agreement on every aspect of the research, rather the intent is to have a discussion related to the research and how it will inform the development of the Plan.

A. PROJECT UNDERSTANDING & APPROACH

OHM will also present key elements of the community outreach strategy. This will include a presentation of the draft community survey for review by the steering committee prior to launching the survey in Phase 3. This will be a critical step to ensure the survey poses questions that are important to the discovery of key issues and opportunities facing the community which will guide the steering committee in the development of the Plan. The steering committee will also be asked to provide stakeholder nominations identifying community members to participate in the small group meetings in Phase 3.



PHASE 3: ENGAGE AND LISTEN

Task 3.1 – Small Public Meetings

The consultant team will meet with prominent groups within the community identified by the client team and steering committee in Phase 2. These may include groups, such as, the Reynoldsburg-Pickerington Rotary Club, the Senior Citizens of Reynoldsburg (SCOR), and the Reynoldsburg City School District. At these meetings, the consultant team will conduct an idea generation and mapping exercise with the groups to initiate dialogue on the future of the City. The consultant team will record these answers, which will be used in later tasks.

Task 3.2 – Town Hall Meeting Presentation

The consultant team will work with City Council to provide a 15-30 minute presentation during the regularly scheduled Town Hall Meetings. This will be an informative presentation, outlining the project and allowing for public inquiry. The presentation will serve as a “kickoff” for the general public engagement initiative and help to build community momentum and bring attention to future public participation opportunities.

Task 3.3 – Online Engagement

The consultant team will provide a web-based survey to be hosted on the project webpage and will be accessible through computers and mobile devices. All activities conducted at the town hall meetings will be duplicated on the website, allowing community members to become involved in the public input process conveniently and without constraints on time and location.

Task 3.4 – Phone Survey

The consultant team will develop and conduct a statistically-valid telephonic survey of citizens and stakeholders/business community members that will provide city officials with strategic insight into their current attitudes, beliefs, and priorities related to the future of the City. This insight will provide a backdrop for the Plan by quantifying perceptions of local economic conditions, expectations, and priority issues of the stakeholder and business community. It will also help identify areas where leaders can communicate more effectively to position the City for the future and address local and regional economic concerns. Note this survey will not include general community satisfaction questions, but will rather be focused on land use and economic development conditions, policies, and future recommendations.



PHASE 4: DEVELOPING THE PLAN

Task 4.1 - Creating the Plan Goals and Objectives (Steering Committee Meeting 3)

The purpose of this meeting is to translate the results of Phases 2-3 into the Plan framework. The existing conditions and community outreach findings will be categorized by each chapter of the Plan, and presented in a clean and concise manner. OHM has developed a technique to enable the steering committee to review the categorized results of the previous tasks to develop goal statements that describe in simple terms the desired outcome for each element of the Plan. Once the goals are established, OHM will present a list of draft development principles. The development principles are statements of intent that describe the desired outcome of future growth and development in the City. OHM will also create and present a draft land use map to the committee for review. The goals, principles, and land use plan will be used to shape a plan for the City, and should be used to evaluate the compatibility of future projects, programs, policies, and developments.

Task 4.2 - Identifying the Target Redevelopment Areas

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus areas in the City, such as the former K-Mart site on Brice Road or the Kroger site on Main Street. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

A. PROJECT UNDERSTANDING & APPROACH

Task 4.3 - Getting It Done – Plan Strategies (Steering Committee Meeting 4)

Once the goals and development principles are created, the next step in creating the Plan is identifying the actions to achieve the goals and principles. During this meeting, OHM will work with the steering committee to develop the objectives and strategies (implementation) to achieve the desired outcomes of goals and principles. Each strategy will include a timeframe, responsible party, and cost estimate to achieve the strategy. This will help guide and inform the City when managing the Plan in the future.



PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

Task 5.1 – Prepare Draft Plan (Steering Committee Meeting 5)

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. OHM will submit the document to the client team for comments. The staff comments will be addressed and the draft will be submitted to the steering committee for review. The outcome from these meetings will be incorporated into the final draft that will be recommended for adoption by the steering committee.



Task 5.2 – Town Hall Meeting 2/Online Review

OHM Advisors will participate in a second town hall meeting to present the final Plan. The meeting will offer the public an opportunity to review the final Plan and provide feedback to the planning team. The goal of the meeting will be to give citizens an opportunity to ask questions of the City staff, the steering committee, and OHM/CT. Participants will have the opportunity to fill out a comment card in response to the information presented.

Task 5.3 - Implementation and Accountability Plan

The consultant team recommends that implementation steps be taken immediately following the release of the report in order to benefit from the momentum and good-will created by the planning process. The consultant team will create an implementation plan and advise the City on the implementation and long term management of the Plan. This will include a standalone accountability plan/matrix that is intended to be used on a more 'day to day' basis instead of the full Plan.

Task 5.4 - Final Plan Deliverables

After review and adoption by the elected and appointed officials, OHM Advisors will provide:

- five bound copies and an electronic copy of the Final Comprehensive Plan;
- all maps and technical data to be organized, digitally packaged (ArcView file format), and delivered to the City;
- an electronic PDF of all project related files as requested by the client.

PROJECT TIMELINE

PROJECT PHASES	MONTH									
	1	2	3	4	5	6	7	8	9	10
PHASE 1: PREPARING FOR THE PLAN										
PHASE 2: UNDERSTANDING THE CONTEXT										
PHASE 3: ENGAGE AND LISTEN										
PHASE 4: DEVELOPING AND TESTING THE PLAN										
PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION										

B. INNOVATION IN CITIZEN ENGAGEMENT

A PUBLIC ENGAGEMENT STRATEGY THAT GOES BEYOND THE EASEL

Our team is well versed in soliciting public input for planning projects and we use a diverse range of platforms and methods to gather information. The public engagement strategies that our team will utilize will include:



Public Meetings

At public meetings, the community will be asked to provide their input in a fun and engaging series of activities. The outcomes of these meetings include:

- What are the common themes of issues or opportunities in Reynoldsburg?
- What areas of the City are working well?
- What areas of the City are appropriate for growth or preservation?

- *Mentimeter* – To provide real-time responses in a public setting. Mentimeter is a quick, fun way to get feedback directly from a participant's smart phone with the feedback available immediately.

- *Mail-In Surveys* – Surveys are mailed to all community/neighborhood residents. A pre-stamped/pre-addressed return envelope is provided to encourage a higher response rate.



Multi-Platform Public Input Methods

A multi-platform approach is essential for reaching the entire population of the City. For people who can't make a public meeting, there are ample opportunities for them to engage:

- *Website* – A project specific website will be created to host all materials created throughout the process, and will provide a platform that communicates the intention of the plan, schedule, and all digital engagement.
- *Survey Gizmo* – An interactive survey and response tool that can be embedded into any website, kiosk, or function on its own. This platform can ask a number of question types in a visually engaging, straightforward manner.



Graphics

Rendered plans, illustrative conceptual renderings, and reports can give a real, substantive idea of what the Plan is recommending, generating excitement and support for the Plan. Displays can be offered for public comment in the following ways:

- Presented at a public forum, with comment sheets and self-addressed envelopes provided.
- Presented in strategic locations throughout town, i.e. businesses, with comment sheets and self-addressed envelopes provided for comments.



Community Review of Final Deliverables

Following the development of the Plan strategy, community members will have the opportunity to respond and make recommendations.

KEY COMMUNITY MEMBERS

The key community members outlined below will be involved in the planning process to ensure the Plan responds to the needs of the community.



Government
Commissioners
Elected Officials
City Staff



Oversight Group
Civic Groups
Business Owners
Property Owners



Community Citizens
Citizens -
representative
of the City



Regional Authorities
Regional Planning (LUC)

B. INNOVATION IN CITIZEN ENGAGEMENT

OUR ACTIVITIES TOOLKIT FOR MAXIMUM ENGAGEMENT

Our team has worked with a variety of communities, each with a unique set of desires from the public. Passion for engaging communities and building consensus is at the heart of our planning process. Our team has developed several activities to be used during public meetings and online that are designed to be fun and engaging, while providing relevant information that will guide and inform the Plan.



Mapping Activities

A location-based understanding of priority areas.

As a way of gaining insight about specific focus areas in their community, our team will ask the public to identify areas that should be a target for additional scrutiny in the Plan.

Treasure Cards

A gauge of what assets in the community are most important to its residents.

Our team encourages the public to write down one thing that they treasure the most about their community. The results of this are used to develop the elements of the Plan.

Idea Generation and Feedback Exercises

Including the public at every step.

From the conception of the Plan to the final draft, our team verifies our recommended goals, objectives, and actions with critiques and ideas from the public. At the beginning of the planning process, we ask the public to generate preliminary ideas on what the future of their community could look like, creating a foundation for the Plan.

As we develop strategies to include in the Plan, we invite the public to evaluate them using rating exercises and comment cards. This is an effective method of organizing and editing the objectives and actions. When the Plan is nearing completion, we ask the public for final comments and suggestions for improvements.



Investment Activities

A direct way to show where the community would invest their dollars.

Participants are given fake dollars to invest in focus areas. They are also asked to provide specific ideas for how that money should be spent. This activity allows our team to prioritize these focus areas and understand improvement ideas for them.

Text Polling

Taking advantage of today's most popular form of communication.

The text polling outreach effort involves distributing cards at government destinations and events that invite community members to respond to a set of questions through texting. These cards help inform the public of the project while soliciting public input.



C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT OHM ADVISORS

OHM Advisors is a firm of architects, engineers and planners committed to Advancing Communities. Leaders rely on our proven public and private sector expertise, insightful counsel and forward thinking to create lasting, viable places and communities.

We opened our doors in 1962 and have been growing steadily ever since. Today, as we celebrate over 54 years of Advancing Communities, we do so as a fully integrated architecture, engineering, and planning firm with nearly 400 professionals that dedicate their time and talents to our team.

EXPERIENCE...AT A GLANCE

- 15 community plans in the past 2 years
- 65+ mixed-use planning projects
- 10,000+ civil engineering projects
- \$267 million in grants in the past 3 years

ORGANIZATION

OHM Advisors is a privately held corporation governed by a seven member Board of Directors and 33 employee shareholders.

LEADERSHIP AT OHM

OHM Advisors is a privately held corporation governed by a seven member Board of Directors and 33 employee shareholders.

OUR SERVICES

Planning: Corridor Planning, Economic Development, Zoning, Land Use, Private Development, Master Planning

Engineering: Municipal, Transportation and Traffic, Water Resources, Mechanical and Electrical

Urban Design: Parks, Public Spaces, Streetscapes, Gateways, Trailheads, Athletic and Recreation Facilities

Architecture: Design and Documentation, Master Planning, Capital Improvement Planning, BIM, Modeling

Surveying: Topo, ROW, Land, Road, Hydraulic, Bridge, Boundary, Geodetic Control, GIS and GPS, Construction Staking

Construction Engineering: Administration, Inspection, Engineering

Contract Office

580 N. Fourth Street
Suite 610
Columbus, OH 43215
ph. 734.522.6711
fax. 734.522.6427

Principal in Charge

Aaron Domini, Director of Planning
614.474.1114
aaron.domini@ohm-advisors.com

PLANNING WITH PEOPLE IN MIND



LOCATIONS
MI, OH, TN



Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)



C. FIRM & SUBCONSULTANT OVERVIEW

PRINCIPALS AT OHM ADVISORS

NAME	BACKGROUND	LENGTH OF ASSOCIATION
Aaron Domini	Planning	7 years with OHM Advisors
Jason Sudy, AICP	Planning	1 year with OHM Advisors
Tony Slanec	Landscape Architecture	13 years with OHM Advisors
Jim Houk, ASLA, AICP	Landscape Architecture	24 years with OHM Advisors
Aaron Call, PE	Transportation Engineering	5 years with OHM Advisors
Daniel Obrynba, AIA, REFP	Architecture	6 years with OHM Advisors
Gary Sebach, AIA, LEED AP	Architecture	24 years with OHM Advisors
David Krock, PE, ENV SP	Municipal Engineering	9 years with OHM Advisors
Gene Esser, PE, PS	Municipal Engineering	9 years with OHM Advisors
Rhett Gronevelt, PE	Civil Engineering	18 years with OHM Advisors
Tracie Williams, PE, LEED AP	Mechanical Engineering	16 years with OHM Advisors
Robert Czachorski, PE	Water Resources/Municipal Engineering	13 years with OHM Advisors
Kent Early, PE	Municipal Engineering	18 years with OHM Advisors
Dan Fredendall, PE	Civil Engineering	34 years with OHM Advisors
Vyto Kaunelis, PE	Environmental and Water Resources	14 years with OHM Advisors
Jon Kramer, PE	Civil/Environmental Engineering	23 years with OHM Advisors
Matt Parks, PE	Municipal Engineering	15 years with OHM Advisors
Vicki Putala, PE	Environmental and Water Resources	24 years with OHM Advisors
Jim Stevens, PE	Municipal Engineering	18 years with OHM Advisors
Pat Wingate, PE	Transportation Engineering	20 years with OHM Advisors
Craig Schripsema, PE	Construction Engineering	7 years with OHM Advisors
Steve Chizek, PE	Civil Engineering	10 years with OHM Advisors
Chuck Rolfe, PE	Civil/Environmental Engineering	4 years with OHM Advisors
Steve Warren, PE	Civil Engineering	4 years with OHM Advisors

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT CT CONSULTANTS

CT Consultants has grown by continuing the philosophy established more than 90 years ago -- dedication to client needs by serving each and every client in a manner that is distinctive and unique. We are passionate about delivering personal service to clients and have structured our business to satisfy our clients' needs. This approach has enabled CT Consultants to become the trusted name for professional engineering services. Our primary concentration is long term service relationships with our clients while carefully delivering specific project requirements.



Primary Office
7965 North High Street,
Suite 340
Columbus, OH 43235
ph. 614.885.1700
fax. 614.885.1701

The root of our approach originates in 1922 when Frank A. Thomas left his position as Village Engineer to start an organization that would provide a broad range of engineering services to assist municipalities. CT is now providing the same level of detailed service throughout the region. We attribute our success to our commitment of delivering professional services to clients, not merely targeting individual projects. The institutional knowledge developed in these relationships creates a winning team that effectively and efficiently plans for the future, while addressing immediate project needs.

Issues confronting our clients evolve and change over the years. CT responds to changing client needs by expanding the range of engineering and support services we offer to position our clients for success. Today, CT Consultants' award winning projects, intelligent solutions and spirited commitment further instills the confidence all clients expect - and receive. The enduring tradition of client service remains the key of our core business.

CT CONSULTANTS OFFICERS

NAME	BACKGROUND	EXPERIENCE
Dave Wiles, PE	Ohio State University, BSCE 1981	34 years
Shawn R. Aiken, PE	University of Akron, BSCE 1994 University of Akron, MSCE 1995	20 years
Mark Brueggemann, PE	University of Dayton, BSCE 1986	30 years
Richard J. Iafelice, PE, PS	Cleveland State University, BSCE 1978 Cleveland State University, MSCE 1982	37 years
Thomas B. Gwydir, PE	University of Akron, BSCE, 1982	33 years
Clyde Hadden, PE	Cleveland State University, BSCE, 1986	29 years
J. Wesley Hall, PE, LEED AP	Ohio University, BSCE 1989	26 years
Craig W. Juday, PE	Purdue University, BSCE 1976	39 years
Christina M. LeGros, MBA	Pennsylvania State University, BS, 1980 Case Western Reserve University, MBA, 1983	32 years
James A. Sayles, PE	Cleveland State University, BSCE, 1980	39 years
Jay W. Shutt, PE	University of Dayton, MBA, 1979 The Ohio State University, MSE, 1974 The Ohio State University, BSAE, 1973	41 years

D. RELEVANT PROJECT EXPERIENCE

CT CONSULTANTS

Municipal Services



CT CONSULTANTS HAS SERVED LOCAL GOVERNMENTS FOR OVER 90 YEARS AND ARE THE CITY ENGINEER FOR MORE THAN 55 COMMUNITIES

CT's staff of engineers, architects, planners, and technical specialists has the experience and expertise to investigate, evaluate, design and monitor the construction of municipal infrastructure renovations, replacements and service expansions. CT's multi-disciplinary services for municipal projects ensures that our clients' needs are met no matter the size and complexity of the project.

CT provides a broad range of municipal services, including:

PUBLIC WORKS

CT is fully experienced in the design and preparation of plans and specifications for all types of public works projects, including wastewater and water systems ranging from small municipalities to large metropolitan areas.

PLANNING

CT has assisted numerous communities develop plans intended to preserve/create a community amenable to the values of its citizens.

STREETS

Our Transportation Division has extensive experience in the design of new roadways, improvements to existing roadways, parking lots for commercial site development, and pavement design and management.

TRAFFIC ENGINEERING

CT provides complete traffic engineering analysis and design services that complement our roadway services. We have a thorough knowledge of local and state DOT policies, programs, procedures and standards.

ARCHITECTURE

CT provides full-service architectural and building engineering services, including site selection, programming, conceptual design through bid and construction documentation, and construction contract administration.

DEVELOPMENT

A fundamental responsibility in any land development project is to protect the health, welfare and values of the community. The planners, development specialists and engineers at CT provide a variety of services relative to this essential aspect of local government.

PLAN REVIEW & INSPECTION

The depth of engineering, architectural and construction staff allows CT to provide local governments with a diverse skill set for review and inspection services. CT also has both Certified Plans Examiners and Certified Building Officials on staff.

ADMINISTRATIVE

As part of our municipal services, CT provides administrative support including serving as city/village engineer/representative, attending and participating in council meetings, planning & zoning meetings and providing consultant oversight.

C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT AIMPOINT

Aimpoint Research offers a competitive edge by fusing qualitative and quantitative research with professional analysis and innovative visualization techniques to provide insight into the Reynoldsburg community. Get a true sense of the thoughts and opinions of Reynoldsburg, not just the group of people who are willing and able to attend a public meeting.

The ability to solve problems and overcome challenges begins with understanding. Aimpoint takes market research to the next level and helps the leaders of Reynoldsburg make more informed decisions to guide the planning process in a way that is truly representative of the community.



Primary Office
575 West 1st Avenue
Suite 100
Columbus, OH 43215

Primary Contact
Brett Sciotto, CEO
614.225.6300

Comprehensive Solutions*

Aimpoint fuses proven research methodologies, advanced collection techniques, superior analysis, and inspired presentations to provide a comprehensive understanding of the trends, wants, and needs of the Reynoldsburg community.



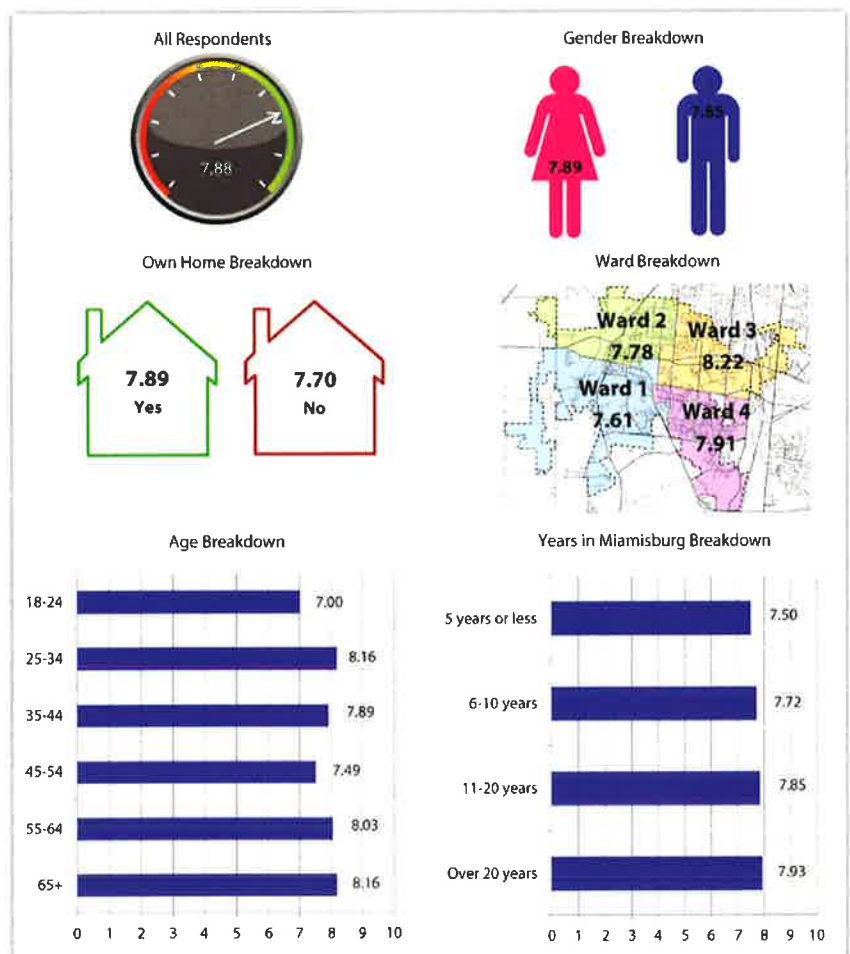
Informed Strategies*

Aimpoint provides unprecedented insight into the most impactful minds of a community's success and help them channel that knowledge into effective action plans.



Insights into different segments of the City*

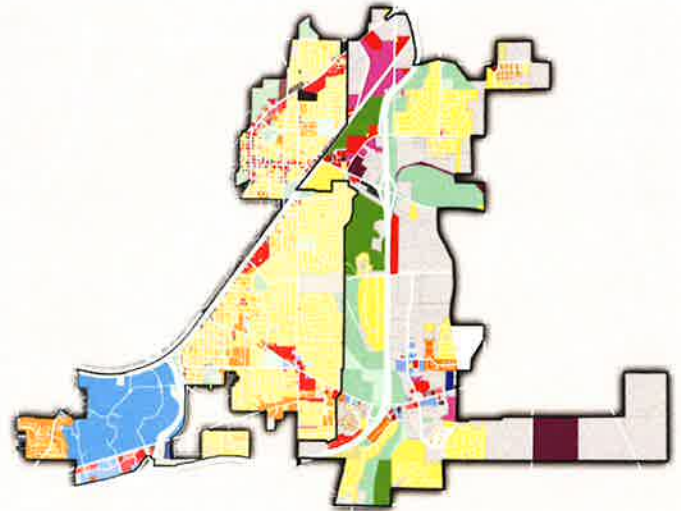
Aimpoint's telephonic survey approach will allow decision-makers to know with a high degree of confidence, insights into various segments of the City's population.



D. RELEVANT PROJECT EXPERIENCE

City of Fairborn – Comprehensive Plan

Fairborn, Ohio



A PROACTIVE PLAN INFORMED BY TECHNICAL RESEARCH AND PUBLIC INVOLVEMENT

In 2015, the City of Fairborn initiated a process to update the Fairborn Comprehensive Land Use Plan which was originally prepared in 1991. This planning process was completed in the spring of 2016. OHM Advisors understood the preservation and growth of downtown Fairborn was the key initiative for the community. Building on the work already completed, our team developed targeted strategies to promote the downtown as a local and regional destination.

A concerted effort was undertaken to engage the community in the creation of this Plan and to provide clear direction to elected and appointed officials for carrying out the community's vision for the future. At the heart of the proposed public outreach strategy was a statistically valid telephonic community survey ensuring the process reached the silent majority, adding to the responses received in the public meetings.

The Comprehensive Land Use Plan update process spanned approximately twelve months and included both technical research and public involvement, resulting in an intuitive, informed, and proactive document.

By employing an innovative planning process, Fairborn sought to develop a truly comprehensive plan that fully integrates land use, transportation, parks and open spaces, and other public amenities.

COMPLETION
2016

SERVICES PROVIDED
Planning
Community Engagement

CLIENT INFORMATION
The City of Fairborn
Michael Gebhart,
Community Development Director
44 W. Hebble Avenue
Fairborn, OH 45324
937.754.3056

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Wooster – Comprehensive Plan Wooster, Ohio



Located in Northeastern Ohio and home to around 26,000 residents, the City of Wooster is a regional center for education, industry, and agriculture. In 2013, OHM Advisors led a process to update the City's aging Comprehensive Plan. This update was in response to recent growth within and around the City as well as changing demographics that were impacting the local marketplace. The goal of the plan update was to create a roadmap for City officials and community members that provides insight into Wooster's current conditions and makes recommendations to guide future policy decisions and development within the City.

The OHM Advisors team worked closely with a steering committee throughout the process and sought extensive input from the community through public meetings, an online forum, and a telephonic survey of residents to ensure the plan was community driven. In total more than 500 community members participated in the process generating more than 1,000 ideas for the future. The result was a process that considered the many voices in the community, and was statistically valid representing the community profile within a +/- 5 percent margin of error.

The plan also includes four Priority Development Areas within the community. These areas present significant redevelopment or development potential and are considered a priority public and private sector reinvestment initiatives. Detailed urban design and development plans were created for each one of these areas which graphically illustrated a redevelopment vision, and outlined the preferred development program for each area.

Figure 7.9: Hospital District - Urban Framework Map



COMPREHENSIVE PLAN RECOMMENDS IMPROVEMENTS FOR CITY TO PROSPER

COMPLETION
2014

COST
\$69,000

CLIENT INFORMATION

City of Wooster
Andrew Dutton,
City Planner
538 N. Market Street
Wooster, OH 44691
330.263.5238

SERVICES PROVIDED

Planning
Urban Design
Community Engagement

D. RELEVANT PROJECT EXPERIENCE

City of Hilliard – Comprehensive Plan

Hilliard, Ohio



Our team was part of a multi-disciplinary team that was hired to help the city create a long-term plan for land use, transportation and mobility, public spaces, and branding. The project was comprehensive in nature and incorporated several other major plans, including the Big Darby Accord and a report prepared by the Project for Public Spaces.

The City, which occupies approximately 11 square miles, had many opportunities for infill and redevelopment. The city was also feeling growth pressure on land outside city boundaries to the west, which was primarily in agricultural production, but pressure for new residential growth was now impacting the area. This area was also adjacent to the Big Darby Creek a nationally designated historic river.

Our team was hired to work with the community to develop the planning process, facilitate an extensive public involvement program, and create a physical plan that reflected the needs and aspirations of the community. Hundreds of citizens participated in the process which resulted in nearly 1,000 ideas. These ideas together with a full market study, and technical analysis of the existing conditions and trends in the city became the foundation for the policy statements in the plan.

The final plan focused on growing inward while strategically growing outward; redeveloping existing commercial areas

in the community with greater intensity and mix of uses – especially focused on diverse housing choices and office uses. These areas were planned to enhance city revenues and improve the overall community appearance and quality of life.

As part of the plan, four focus areas were also identified as locations in the community where infill and redevelopment was a priority. Specific concept plans were developed for these areas which included a plan for Olde Hilliard, an area within the Big Darby Watershed, and a larger commercial area near I-270 where a transit-oriented development scenario was developed in anticipation of commuter rail. As part of this planning effort, our team also developed plans for the existing parks focused on creating “public spaces”; this section of the plan focused on redeveloping existing parks into revitalized community and neighborhood destinations.

COMPLETION
2011

COST
\$300,000

CLIENT INFORMATION
The City of Hilliard
Don Schonhardt,
Mayor
3800 Municipal Way
Hilliard, OH 43026
614.876.7361

SERVICES PROVIDED
Visioning
Planning
Community Engagement
Urban Design

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

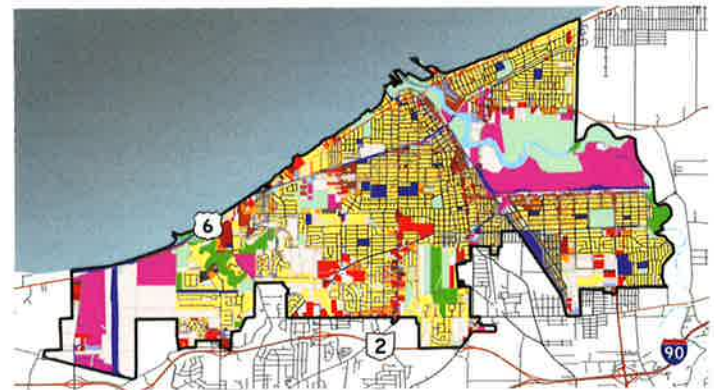
City of Lorain - Comprehensive Plan

Lorain, Ohio



The Lorain Comprehensive Plan maps a new strategy to capitalize on incredible lakefront assets while repositioning Lorain from full reliance on a manufacturing-based economy. The plan looks closely at the relationship between transportation access, potential infrastructure improvements and economic development opportunities. In order to achieve this vision for the future, our team led highly-attended public meetings, seeking input and buy-in from property owners, stakeholders, and public officials. The plan analyzes existing market conditions and provides aspirational, yet real-world concepts for redevelopment. Larger-scale strategies link public realm and infrastructure improvements to regulatory updates, annexation policy, and downtown revitalization.

COMPREHENSIVE PLAN MAPS A NEW STRATEGY TO CAPITALIZE ON INCREDIBLE LAKEFRONT ASSETS



COMPLETION

2017

CLIENT INFORMATION

City of Lorain

Derek Feuerstein

Deputy Safety/Service Director

200 West Erie Avenue

Lorain, Ohio 44052

440.204.2011

COST

Zoning Code: \$48,000

Comprehensive Planning:
\$87,000

SERVICES PROVIDED

Comprehensive Planning

Zoning Code Rewrite

Community Engagement

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Gahanna - Economic Development Plan

Gahanna, Ohio



OHM Advisors and Ice Miller worked with the City of Gahanna to create an economic development strategy to guide future planning and investment decisions in the community. The planning process involved studying existing market conditions through technical research and stakeholder interviews, determining recommendations specific to the City's needs and applying those recommendations to areas within the City with the greatest potential to spark development (PDAs).

PLAN OUTLINES TACTICS TO STRENGTHEN LOCAL ECONOMY

To gain a deeper understanding of the economic potential from a regional and local perspective, the team gathered input from the project steering committee, as well as key stakeholders. This input informed the resulting strategy which outlines actionable goals and tactics to strengthen Gahanna's economic vitality and aligns projects, programs, and policies to make sure priorities are being addressed. This will ensure the City's resources are used efficiently to plan for new growth and future plans for development are targeted to areas with the greatest economic potential.



COMPLETION
2015

CLIENT INFORMATION

The City of Gahanna
Anthony Jones,
Director of Development
200 South Hamilton
Gahanna, Ohio 43230
614.342.4015

SERVICES PROVIDED
Economic Development
Planning

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

Blendon Township – Westerville Road Area Plan

Blendon Township, Ohio

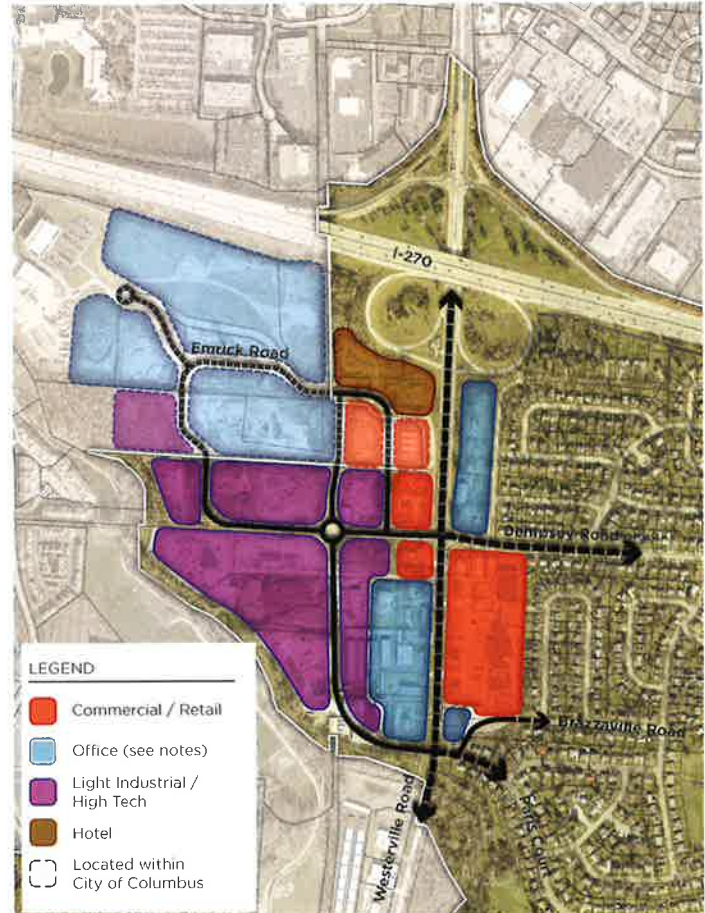


Blendon Township leaders and the Blendon / Westerville Joint Economic Development Zone (JEDZ) Board needed a strategic redevelopment plan to guide future planning and investment decisions in and around the Westerville Road Corridor area. OHM Advisors led the Township and the JEDZ through a planning process to evaluate the current and future development potential for various market segments in the Corridor, identify target development areas, and develop a vision and strategy for these areas that will respond to opportunities in the regional marketplace.

The Plan serves as a guide for future development and policy decisions that reflect the community's long-term vision, goals, and priorities, balanced with an understanding of marketplace conditions. It will assist Township staff in communicating the Township's values to potential residents, developers, and businesses.

The planning process included a full market study, the findings of which were used to create a development vision for the Corridor. This vision demonstrates how proposed improvements to the transportation network and future land use plan will coordinate with future development to add to the overall character and aesthetics of the Corridor while also communicating the Corridor's potential to developers and businesses. The Development Vision outlines three distinct subareas of the Corridor: a Travel Center that caters to commuters and travelers and features a fueling station, hotel, and restaurant, all highly visible from the I-270 exit; a Pedestrian Center that emphasizes pedestrian friendly and identifiable retail and office district; and a Technology Triangle appropriate for businesses that need quick access to the interstate and is ideal for small scale businesses, light industrial users, high tech manufacturers, and a larger-scale call center.

The Plan also features an implementation section that outlines economic development tools and incentives to support the development concepts and overall Plan vision including projects, programs, and actions that can be taken by the Township to achieve the desired outcome of the Plan.



AREA PLAN IDENTIFIES DEVELOPMENT CONCEPTS & PROVIDES IMPLEMENTATION OPTIONS

COMPLETION
2015

COST
\$23,000

CLIENT INFORMATION
Blendon Township
Bryan Rhoads,
Village Administrator
6350 S. Hempstead Road
Westerville, OH 43081
614.839.2013

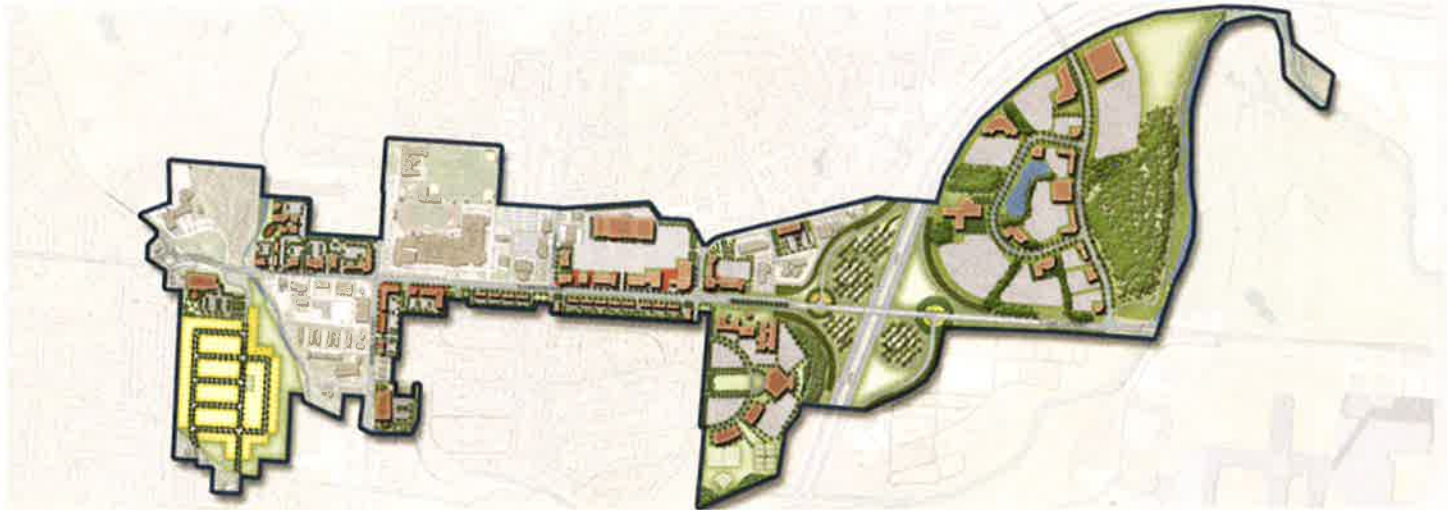
SERVICES PROVIDED
Planning
Urban Design

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Gahanna - Hamilton Road Corridor Plan

Gahanna, Ohio



Hamilton Road, the corridor connecting US-62/Granville Street in downtown Gahanna to a large commercial area on Morse Road in Columbus, was identified as an area for improvement during a 2009 led community visioning process.

A PLAN FOR REDEVELOPING A CORRIDOR AND BUILDING COMMUNITY AMENITIES

As such, the City asked our team to continue to build on this vision plan and guide them in creating a plan for redeveloping the corridor. With input from the business and residential community, our team selected "hot spots" throughout the corridor as potential development areas (PDA's). A SWOT analysis of the corridor was performed and goals were established to help set a standard for the PDA sites. Redevelopment plans were created for each PDA site and a variety of uses such as mixed-use, institutional, and residential, were incorporated into the overall design of the corridor. Economic analysis was conducted for each redevelopment area in order for the city to understand the impact and benefits of each PDA.

The implementation of Corridor Design Standards will be the next steps in the planning process to assist in governing the aesthetics of the corridor development/redevelopments.



COMPLETION
2010

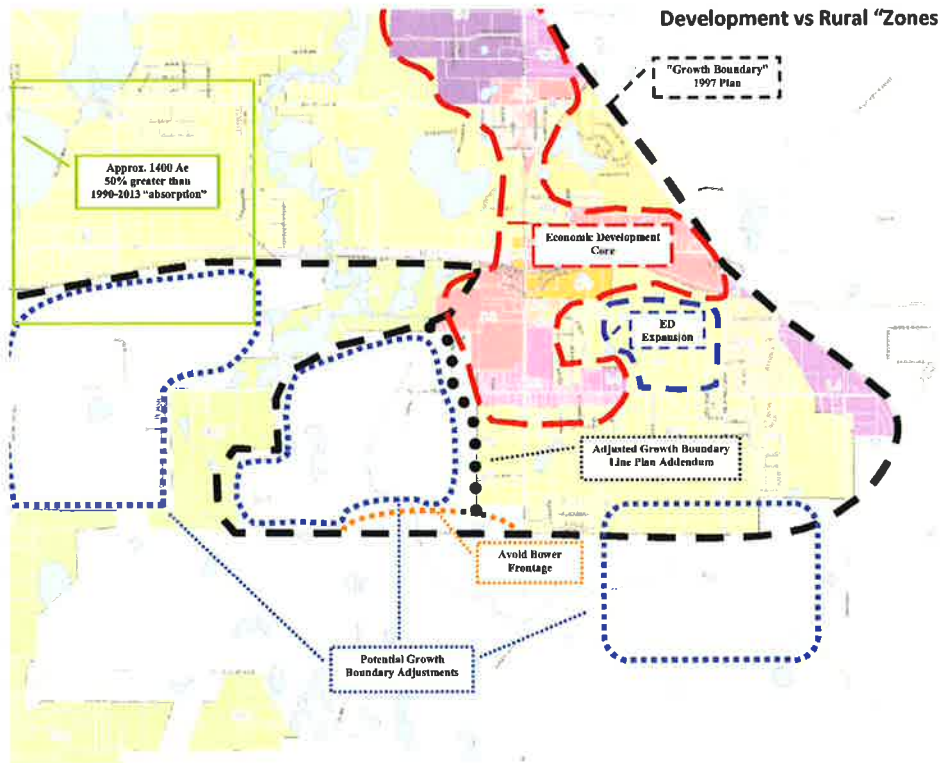
COST
\$60,000

CLIENT INFORMATION
The City of Gahanna
200 South Hamilton
Gahanna, OH 43230

SERVICES PROVIDED
Visioning
Zoning Code Update
Design Standards
Community Engagement

D. RELEVANT PROJECT EXPERIENCE

Rootstown Township – Comprehensive Land Use Plan Update Rootstown Township, Ohio



COMPLETION
2016

CLIENT INFORMATION
Rootstown Township
Joe Paulus, Trustee
3988 SR 44
Rootstown, OH 44272
330.281.8592

SERVICES PROVIDED
Comprehensive Land Use Plan
Committee Meetings
Stakeholder Interviews
Public Forum
Analysis of Regional Development Trends
Mapping Updates
Development Influencer Analysis
Compilation of Baseline Data
Alternative Direction Development

CT Consultants drafted the Township's first comprehensive plan in 1997 and is once again working with the Township on the 2016 Plan Update.

The Northeast Ohio Medical University (NEOMED) has been an anchor in the center of the Township since 1973. In 2011, NEOMED began transforming its campus with new on-site student housing and classrooms, and establishing community amenities such

as the Health and Wellness Complex. The University's expansion plans have a direct impact on the Township's development patterns and economic development potential.

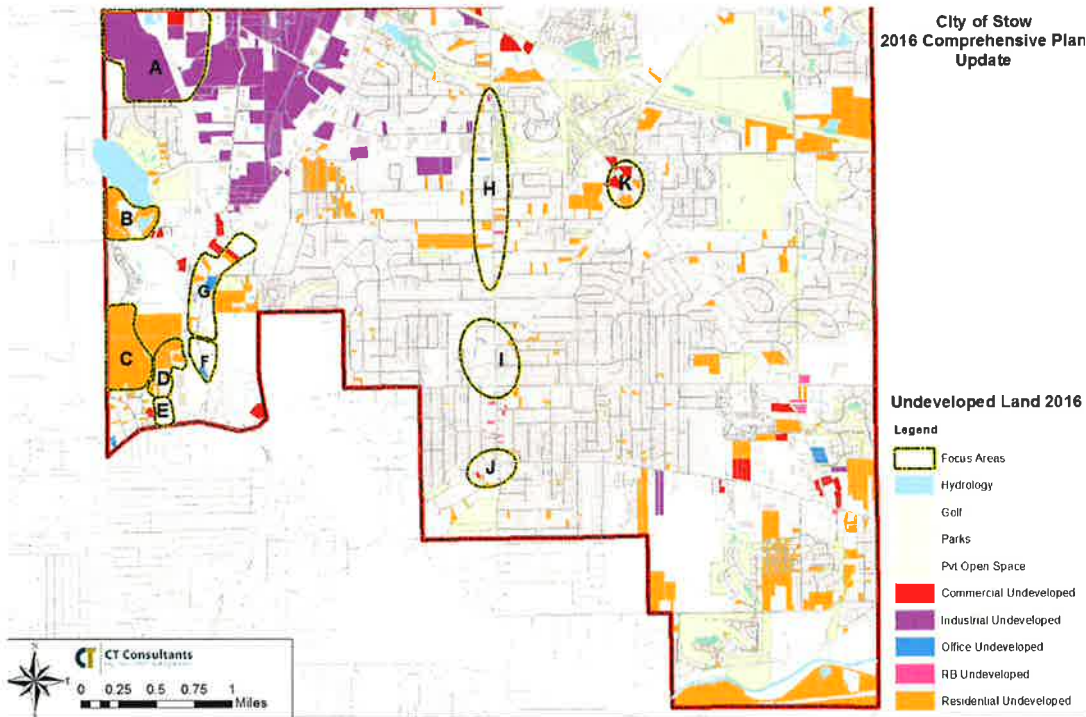
CT is working with an advisory committee comprised of residents, township officials and NEOMED representatives to help coordinate the Township's and University's goals for the future. The Plan Update recognizes the

importance of building on NEOMED as an important asset for the Township – with respect to both the direct long term economic benefit and the equally important indirect benefit related to both "quality of life" and the "marketing benefit" that will positively influence the quality of residential and non-residential development alike.

D. RELEVANT PROJECT EXPERIENCE

City of Stow – Comprehensive Plan Update

Rootstown Township, Ohio



COMPLETION

2017

CLIENT INFORMATION

City of Stow

Rob Kurtz, Planning Director

3760 Darrow Rd.
Stow, OH 44224

330.689.2811

SERVICES PROVIDED

Data Analysis
Focus Groups
Public Meetings
Policy and Strategy
Development
Maps & Illustrations

Assisted the City of Stow in assessing the progress in achieving its long-term vision first established with the 1991 Comprehensive Plan and confirmed by the 2001 Plan Update, adjusted the long-term vision and policies as needed, updated the implementation strategies, and prioritized key action steps.

The process included an assessment of current conditions and trends, including how the city has grown and developed since 2001, along with a comparison to the policies in the 2001 plan.

An ad hoc committee comprised of the Planning Commission members and Council representative worked with the project team throughout the planning process.

Three focus group sessions were conducted with key stakeholders including local business owners and property owners to obtain insights regarding issues, opportunities, and ideas for development. The results of these sessions were then presented at a community-wide meeting which shared information from the city and regional profile, highlighted development-related

accomplishments, and summarized city-wide issues and key factors of various focus areas.

City-wide policies and strategies were then developed that included: enhancing the built environment; economic development, retail policies; residential policies; parks and recreation; environmental protection; and transportation and connectivity.

Additionally, the plan provided a more detailed review of nine specific areas of the City and provided focused area policies and strategies.

D. RELEVANT PROJECT EXPERIENCE

City of Tallmadge – Comprehensive Plan Update

Rootstown Township, Ohio



CT Consultants worked with the City of Tallmadge to develop an update to the City's 1997 Comprehensive Plan. Due to the age of the existing plan, it is not uncommon to revisit, assess and revise existing strategies. In many instances, specific areas of the plan remain unchanged while others, particularly retail/industrial for the City of Tallmadge, need to be re-evaluated and identify areas of focus.

As part of the update, CT Consultants performed a data assessment, developed

and updated mapping, performed interviews with stakeholders, focus group meetings, and met with the City Administration. Several principals were identified in development the Comprehensive plan. These included: maintaining Tallmadge's high quality residential areas; continued focus on economic development; identifying supporting community facilities; and a review emerging themes that will guide policies, implementation and revised approaches.

COMPLETION

2016

CLIENT INFORMATION

City of Tallmadge
David G. Kline, Mayor
46 North Ave.
Tallmadge, OH 44278
330.633.0145

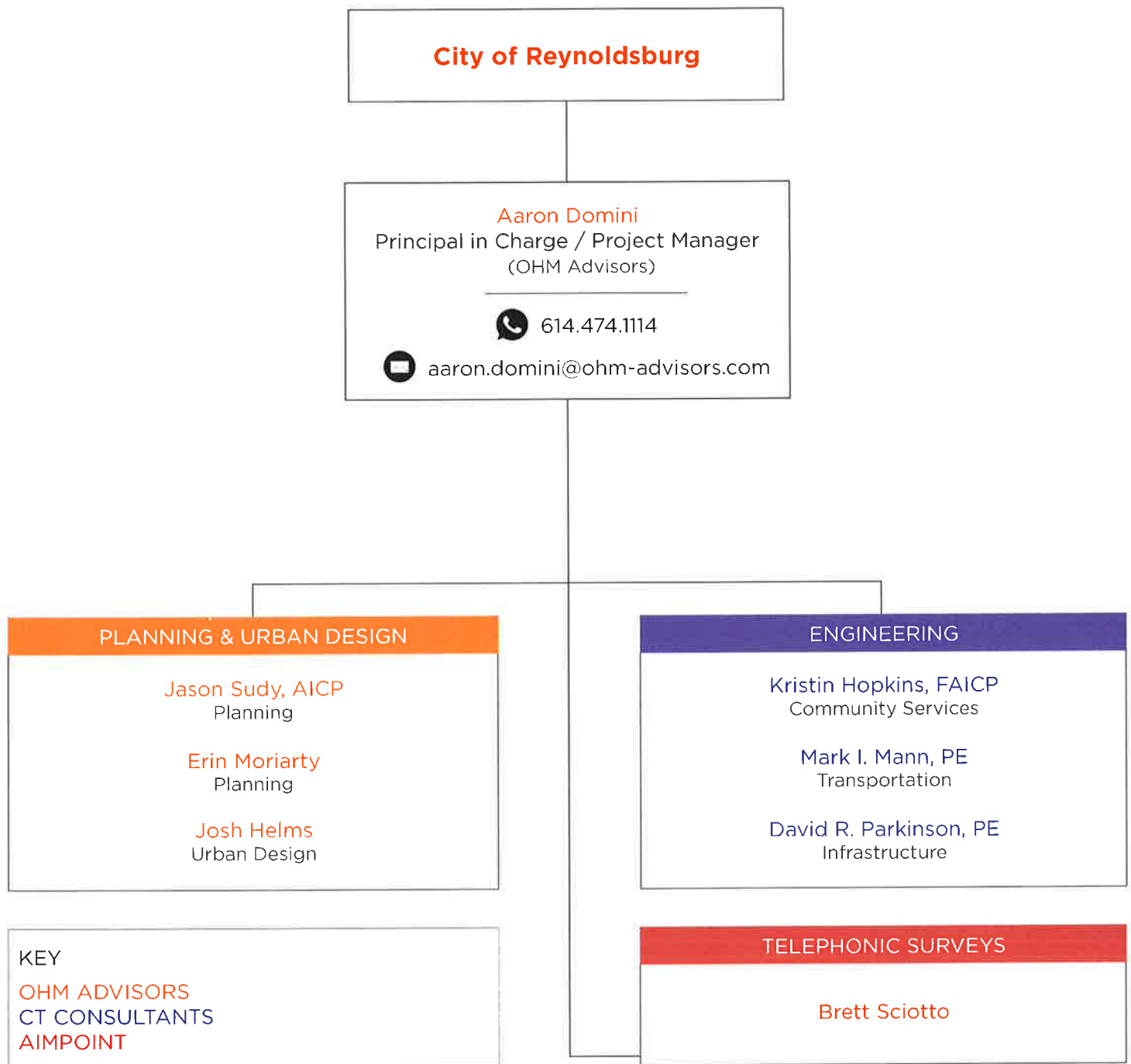
SERVICES PROVIDED

Data Assessment
New & Updated Mapping
Focus Group Meetings

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

OUR HOLISTIC APPROACH

OHM Advisors attests to the fact that the key personnel provided within this Statement of Qualifications have adequate availability to provide the services as outlined in the Request for Qualifications. We have over 400 professionals firm-wide to provide as-needed support to the City of Reynoldsburg.



Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Aaron Domini (OHM) | Principal in Charge / Project Manager



Background

Aaron has played a key role in developing a variety of plans for urban, rural, experience in community planning, economic development, and public policy. With over 14 years of experience, Aaron leads planning projects that build community and promote new economic opportunities for his clients. Prior to joining OHM Advisors, Aaron served as a public sector planning administrator which contributes to his ability to create plans and codes that are easily understood and implemented. Passionate about including citizens at the heart of the planning process, Aaron excels at leading and facilitating public participation to build stewardship, consensus, and support throughout the communities he serves.

Select Relevant Experience

Fairborn Land Use Comprehensive Plan Update, Fairborn, OH

Project Manager; The Comprehensive Land Use Plan update process spanned approximately twelve months and included both technical research and public involvement, resulting in an intuitive, informed, and proactive document.

Lorain Comprehensive Plan and Zoning Code Update, Lorain, OH

Project Manager; Key member of the planning team contributing to public participation and outreach efforts, facilitation of meetings with the public and steering committee, graphic representation of geospatial analysis, and strategic document text. The plan includes strategies for neighborhood stabilization and growth, economic development, business attraction, downtown revitalization and tourism.

Wooster Comprehensive Plan, City of Wooster, OH

Project Manager that assisted the City of Wooster with an update to their comprehensive plan. Our team worked closely with a steering committee and sought input from the community to ensure the plan protects and enhances the character of the community. Aaron led the extensive public engagement which resulted in a plan that identifies a vision and goals for the future and incorporates land use, transportation, utilities, public services, and parks and recreation.

Hilliard Comprehensive Plan, Hilliard, OH

Senior Planner/Project Manager; Aaron was the primary project manager for developing a comprehensive plan for the City of Hilliard, Ohio. The development of this plan focused around extensive public input. The pinnacle of the public input and plan development was a two-day design charrette in which a series of area plans were created for the plan. This plan also included a brand and character report that defined the “image” for the city through physical design elements, and land use planning strategies.

Marysville Uptown Plan, Marysville, OH

Project Manager; The Strategic Development Plan will help position the City to experience growth in a manner that is compatible with the nature of the community, maximizes opportunity, appeals to current market trends, and contributes to the overall quality of life in the community.

Education

- Master of City and Regional Planning, The Ohio State University, 2004
- Bachelor of Science, Fort Lewis College, 2002, Cum Laude

Experience

With OHM since 2010
8 years prior experience

Professional Affiliation(s)

- American Planning Association, Central Ohio Chapter
- The Ohio State University - Knowlton School of Architecture Adjunct Faculty, 2009-Present
- Ohio, Kentucky, Indiana Regional Council of Governments, 2012 Conference Committee, 2011-2012
- National Trust for Historic Preservation Member, 2009 - Present
- American Planning Association Member, 2004 - Present
- Michigan Planning Association Member
- Ohio Planning Association Member, 2010 - Present
- The Urban Land Institute, Design Juror

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Jason Sudy, AICP (OHM) | Planning



Background

Jason Sudy has 19 years of professional urban planning experience with both public and private sector clients. He has a demonstrated track record of client satisfaction and a thorough understanding of the professional planning practice.

Select Relevant Experience

Lorain Comprehensive Plan, Lorain, OH

Principal-in-Charge. The Lorain Comprehensive Plan maps a new strategy to capitalize on incredible lakefront assets while repositioning Lorain from full reliance on a manufacturing-based economy. The plan looks closely at the relationship between transportation access, potential infrastructure improvements and economic development opportunities. In order to achieve this vision for the future, our team led highly attended public meetings, seeking input and buy-in from property owners, stakeholders, and public officials. The plan analyzes existing market conditions and provides aspirational, yet real-world concepts for redevelopment. Larger-scale strategies link public realm and infrastructure improvements to regulatory updates, annexation policy, and downtown revitalization.

Siemens Redevelopment Assessment and Planning, Mount Vernon, OH

Principal-in-Charge. Siemens Corporation is in the midst of a large-scale downsizing in Mount Vernon. As the latest business interest at this 100 year-plus industrial site, this area has been a major jobs supplier to the city throughout its existence. Located only a few blocks from the historic town square and partially integrated into the city street grid, this site is unlike a typical industrial park. Collaborating with ms consultants and their facilities assessment, OHM is leading the planning approach to reposition the facility as an industrial site for the next generation. The concept of “walkable urban industrial” is driving the planning concepts and the relationship to the larger city and region. With excellent rail service, but challenging highway access to the site, the plan will outline a larger positioning strategy. Site development options are being explored, determining ways to repurpose existing facilities in a manner that serves users of various scales and requirements. The study will be complete in April of 2017.

Brice Tussing Market Study, Columbus, OH*

Lead Planner; Jason collaborated on the urban design and planning analysis of the Brice Tussing Market Study. This project crafted near-term strategies and longer term policy guidance to change a market area in recovery from steep decline.

Establishing a thorough market analysis bolstered by significant public input, the plan establishes a new direction for the area. In addition to market strategies, the plan focuses on strategic target areas, suggesting potential redevelopment approaches which involve new approaches to land use and site design as well as transportation access. Policy changes were also investigated with regard to zoning and land use policy. Limited public amenities in the area might be leveraged to create the basis for change and capitalize on the remaining destination businesses in the corridor.

**Work completed prior to joining OHM Advisors.*

Education

- Masters of City and Regional Planning, The Ohio State University, 1997
- Bachelor of Arts in Political Science, Case Western Reserve University, 1992

Experience

With OHM since 2016
19 years prior experience

Professional Certification(s)

Certified Planner, American Institute of Certified Planners

Professional Affiliation(s)

- American Planning Association
- The Ohio State University
- Italian Village Commission, Vice Chairman, 2004-2016

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Erin Moriarty (OHM) | Planning



Background

Erin is passionate about planning for people, believing a successful community stems from happy, healthy, and active residents. Utilizing her background in the visual arts, she strives to produce inclusive and effective public engagement methods, connecting with residents and empowering them to share ideas and take ownership of their community's future. Erin's previous experience working for the public sector on planning initiatives, both for a mid-size city and multi-county regional planning authority, have prepared her for the multitude of wide ranging goals communities aspire to achieve.

Select Relevant Experience

Education

- Masters of City and Regional Planning, Ohio State University, 2015
- Bachelor of Fine Arts in Fine Art, University of Dayton, 2011

Experience

With OHM since 2015
3 years prior experience

Professional Affiliation(s)

- American Planning Association Member 2015- present
- American Planning Association, Central Ohio Chapter
- Urban Land Institute

Lorain Comprehensive Plan, Lorain, OH

Key member of the planning team contributing to public participation and outreach efforts, facilitation of meetings with the public and steering committee, graphic representation of geospatial analysis, and strategic document text. The plan includes strategies for neighborhood stabilization and growth, economic development, business attraction, downtown revitalization and tourism.

Fairborn Comprehensive Plan, Fairborn, OH

Planner for this twelve-month public planning process for the City of Fairborn. Key roles included coordinating and creating promotional collateral for all meetings and events, performing the foundational research and data analysis, and generating maps and graphics for the final document.

Canal Winchester Old Town Plan, Canal Winchester, OH

Planner and Project Coordinator that facilitated meetings with the task force, stakeholders, and public in order to ascertain the community's priorities for growth during this intensive six-month planning process. Results culminated in a succinct action plan for the city's stakeholders and staff to enact positive change in the Old Town district. The Plan includes illustrated projects for both the public and private sectors including development data, site plans, and key implementation steps.

Newark Vision Plan 2028, Newark, OH

Planner and Project Coordinator for this ongoing planning process that aims to build a framework for growth over the next ten years. Utilizing extensive outreach methods to gather input from residents and stakeholders of Newark, the plan will hone in on the community's key goals and develop a strategy for implementation.

Imagine Downtown Massillon Plan, Massillon, OH

Planner and Project Coordinator for this accelerated five-month downtown planning and public participation process. The project involved coordination between city staff and OSU students tasked with data collection and analysis of existing conditions as well as extensive public input, which led to strategies for new civic space in the downtown. This includes a new layout for planned streetscape improvements, a complete redesign of a municipal courtyard into an inclusive public park and performing arts venue, and economic development tools for historic preservation and new business attraction in the downtown.

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Josh Helms (OHM) | Urban Design



Education

Bachelor of Science in
Landscape Architecture, The
Ohio State University, 2003

Experience

With OHM since 2014
11 years prior experience

Professional Affiliation(s)

- The Ohio State Knowlton
School of Architecture
Alumni Society Board of
Governors
- Mentor Program, The Ohio
State University

Background

Josh has over twelve years of experience in all areas of landscape architecture ranging from large planning projects to small urban design projects. As the lead designer for most of OHM's planning and landscape architecture projects, Josh is intricately involved in the conceptual design and schematic design phases of most projects and stays involved through construction administration to ensure continuity and provide his clients a seamless design experience.

Josh's creative vision and problem solving ability allow him to develop unique and thoughtful solutions for clients, from the development of parks to streetscape amenities to site planning for new development. His acute attention to detail ensures that sound decisions are made throughout the design and construction process. Prior to joining the OHM Advisors team, Josh was a Project Manager at POD Design for eleven years.

Select Relevant Experience

Reynoldsburg Park, Reynoldsburg, OH

Lead Designer; Josh is leading the design services for a potential greenspace project on the corner of Lancaster Avenue and Main Street. The design incorporates several pedestrian amenities including seating, bike racks, bioswales, interactive water features, a bridge connection to Blacklick Trail, signage, and parking.

Downtown Columbus Mixed-Use Development, Columbus, OH

Lead Urban Designer; responsible for providing site planning services for a mixed-use development in Downtown Columbus. As part of a design competition, our team worked with a developer to create a concept for a mixed-use, urban infill project that includes 250 apartments, 100 condominiums, 100,000 sf of office, and a hotel with 150 rooms. The site is integrated into the regional trail network and features ample public green space for recreation.

LC New Albany Road Streetscape, New Albany, OH

Urban Designer; Lifestyle Communities is currently building a new multi-family development in the heart of New Albany, OH. This development consists of a small town center with retail, clubhouse with pool and the first 'oblongabout' constructed in the area. This 'oblongabout' features an elevated seating area with decorative walls and iron fencing providing a refuge from traffic on either side. A streetscape was introduced within this area to tie in the architecture of the buildings, the 'oblongabout' and the historical accents of New Albany, Ohio. Josh had the task of creating a design for the streetscape that complimented all these elements.

Newark Downtown Streetscape, Newark OH

Urban Designer; The purpose of the project was to create a vision and plan for the future of Downtown Newark, with a focus on streetscaping, wayfinding, and enhancing the existing transportation network. Josh is the lead designer on the project and has been heavily involved in the entire design process, documentation review and direct coordination with the client and sub-consultants.

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Kristin Hopkins, FAICP (CT Consultants) | Community Services



Education

Cleveland State University,
MPA Economic Development
University of Cincinnati,
Bachelor of Urban Planning

Experience

28 years

Professional Licenses & Affiliations

- American Planning Association
- American Planning Association, Ohio Chapter
- American Institute of Certified Planners

Areas of Expertise

- Comprehensive City and Neighborhood Planning
- Citizen Participation & Public Meetings
- Land Use and Public Health
- Zoning & Other Land Use Development Regulations
- Development Services

Background

Kris is a certified urban planning professional with broad private and public sector planning experience at the city and neighborhood level, and regulatory experience. Over the course of her career, she has developed a unique combination of expertise including: research; land use planning; economic analysis; zoning, subdivision and storm water management regulations; design guidelines; community surveys, meeting facilitation, project management; and planning education and training.

Kris has continuously served in leadership roles for the Ohio Chapter and Cleveland Section of the American Planning Association since 1991, including Chapter President, Vice President, Treasurer, and Professional Development Officer. She has organized numerous local and state wide planning conferences and educational seminars. In 2016 she was inducted into the Fellows of the American Institute of Certified Planners for her contributions to the planning profession.

Select Relevant Experience

Comprehensive City and Neighborhood Plans

Stow Comprehensive Plan Update - Stow, OH; Comprehensive Plan Update - Rootstown Twp., OH; Comprehensive Land Use Plan - Springfield Township, Summit County, OH; Comprehensive Land Use Plan - Willoughby Hills, OH; Comprehensive Plan Update - Hinckley Township, Medina County, OH; Comprehensive Plan Update - Olmsted Township, Cuyahoga County, OH; Comprehensive Plan Update - Warrensville Heights, OH; Comprehensive Plan - Brooklyn, OH; Comprehensive Plan - Harrisville Township, Medina County, OH; Comprehensive Plan - Ravenna Township, Portage County, OH; Comprehensive Plan - Village of Clinton, OH; Master Plan Update - North Royalton, OH; Master Plan Update - Village of Cuyahoga Heights, OH; Old Brooklyn/Brooklyn Center Neighborhood Plan - Cleveland, OH; Rocky River Drive Master Plan - Kamm's Corners Neighborhood, Cleveland, OH

Land Use Development Regulations

Cuyahoga County Land Development Regulations: Subdivision Regulations Update and Water Management and Sediment Control Regulations – Cuyahoga County, OH; Model Zoning and Subdivision Regulations for Conservation Development, prepared for the Countryside Program. 1999 APA Ohio Award for Outstanding Focused Planning Project; PUD and Mixed Use District Updates - Shaker Heights, OH; Sign Regulations and Design Guidelines - Hudson, OH; Various Zoning District Standards and Regulations Updates – Euclid, OH

Specialized Planning Studies

Downtown Parking Supply and Demand Analysis - New Castle, PA; Creating Healthy Communities Initiative – East Cleveland, Euclid and Cuyahoga County, OH; Complete Streets Toolkit – Cuyahoga County, OH; Euclid Avenue Health Impact Assessment – Euclid, OH; Farmland Preservation Plan - Tuscarawas County, Ohio; Westlake Commercial and Industrial Regional Market Analysis – Westlake, OH; T.G. Young Community Park Master Plan - Walton Hills, OH

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

David R. Parkinson, PE (CT Consultants) | Infrastructure



Education

Purdue University, BSCE

Experience

31 years

Professional Licenses & Affiliations

- Registered Professional Engineer:
- AZ, CO, OH, WV
- Water Environment Federation American Public Works Association

Areas of Expertise

- Water Distribution Systems
- Water Storage Tanks
- Sanitary Sewers
- Stormwater
- Collection Systems
- Roadways/Streetscapes
- Culverts
- Site Development/Planning

Background

Dave has more than 30 years of experience in the successful delivery of design and construction management projects related to water, wastewater, stormwater, roads and other services required of the public sector. His primary career focus has been on managing the planning and design work for civil and municipal infrastructure projects, including managing project budgets, schedules and staffing; supervision technical staff; overseeing the preparation and review of construction contracts, plans, specifications and tender documents; and managing contract administration and construction inspection staff.

Dave's experience in Reynoldsburg dates back to 1996 and includes almost 11 years as the "City Engineer". Dave's long history with the City and its staff enables him bring a vast amount of expertise, knowledge, and experience that will help inform the process and the decisions that will need to be made in the development of the Comprehensive Master Plan.

Select Relevant Experience

- Major Commercial Corridor Streetscape Project, Reynoldsburg, OH
- State of Ohio Sanitary Trunk Sewer, Reynoldsburg, OH
- Cobblestone Run Sanitary Sewer Assessment Project, City of Reynoldsburg, OH
- Windsor Forest Sanitary Sewer Assessment Project, City of Reynoldsburg, OH
- Fenway Road Area Water Line Improvements, Columbus, OH
- Glacier Ridge Elevated Water Storage Tank and Water Booster Station
- Elevated Water Storage Tank and Transmission Main, Village of Sunbury, OH
- Park Trails Water Booster Station, M/I Homes
- Otterbein Ave & Walnut St. Roadway & Waterline Improvements, Westerville, OH
- Ohio National Guard Water Distribution & Sanitary Sewer Systems
- Various Water Improvements, Bexley, OH
- Elevated Water Storage Tank and Transmission Main, Sunbury, OH
- McDannald Estates Sanitary Sewer Assessment Project, Columbus, OH
- Prairie Run Sanitary Trunk Sewer, Sunbury, OH
- Blacklick Creek Sanitary Subtrunk Sewer B-1, Columbus, OH
- Waggoner Road Sanitary Subtrunk Sewer, Columbus, OH
- Bexley SES - Completed a sanitary sewer evaluation study for the entire city of Bexley and provided recommendations on improvements to assure capacities and mitigate basement flooding.
- Park Trails Sewage Lift Stations, M/I Homes -
- Slack Road Sewage Lift Station and Dual Barrel Force Mains, Delaware, OH
- Eastside Sewage Lift Station, City of Pataskala, OH
- Liberty Hills Sewage Lift Station Upgrades, Delaware County, OH
- Northstar Sewage Lift Station, Delaware County, OH
- Cardington WWTP Upgrades and Expansion
- New Bloomington Sewage Treatment Lagoon
- Hoover Woods Package Plant Upgrades, Delaware County Sanitary Engineer

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Brett Sciotto (Aimpoint) | Telephonic Surveys



Background

A graduate of the United States Military Academy at West Point and a former Army Intelligence Officer, President & CEO Brett Sciotto brings a practical, results-oriented approach to the civilian business world. His training in and emphasis on mission-critical information gathering and targeted research methodology make him unique in his approach to problem solving in a corporate environment. Sciotto's disciplined, vetted approach to research is coupled with his military precision in detailed analysis and final presentation to his clients. With nearly two decades of research expertise, Brett has had tremendous success advising corporate leaders, government officials and state and national organizations at all levels.

Select Relevant Experience

OHM Advisors and Aimpoint have a long-standing partnership working together on several projects including:

- **Fairborn Comprehensive Plan, Fairborn, OH**
- **Pontiac Economic Development Strategy, Pontiac, MI**
- **Miamisburg Strategic Plan, Miamisburg, OH**
- **Wooster Comprehensive Plan, Wooster, OH**
- **Northam Park Phase II, Upper Arlington, OH**

F. REFERENCES



We encourage you to contact the references listed below who can speak to the quality of our work and the effectiveness of our collaborative approach.

OHM ADVISORS

Anthony Jones

Director of Development
City of Gahanna
614.342.4015

**Gahanna Economic
Development Plan**

Fred Ernest

Executive Director
Newark Development Partners
740.403.6907

**Newark Downtown Streetscape
and Transportation Plan**

Sandra Hull

Executive Director
Main Street Wooster
330.262.6222

**Wooster Comprehensive
Plan**



"From engineering projects, vision plans to an ongoing Economic Development Plan, OHM Advisors uses an inclusive process, creative approach and produces high quality products. They are a great partner that seeks to understand the goals of the community, before proposing solutions."

-Anthony Jones, Director of Development, Gahanna, OH

CT CONSULTANTS

Joe Paulus

Trustee
Rootstown Township
330.281.8592

**Rootstown Comprehensive
Land Use Plan Update**

Rob Kurtz

Planning Director
City of Stow
330.689.2811

**Stow Comprehensive
Plan Update**

David G. Kline

Mayor
City of Tallmadge
330.633.0145

**Tallmadge
Comprehensive Plan
Update**

AIMPOINT

Michael Gebhart

Community Development
Director
Fairborn, OH 45324
937.754.3056

**Fairborn Comprehensive
Plan Update**

Alan D. McKnight

Capital Project Manager
City of Upper Arlington Parks
and Recreation Department
614.583.5047

**Northam Park Phase II
Improvements**

Andrew Dutton

City Planner
City of Wooster
330.263.5238

**Wooster Comprehensive
Plan**

G. COST PROPOSAL

OHM can complete the proposed scope of work based on two scenarios. One with a statistically valid community survey, and one without the survey.

Fee For Service With Statistically Valid Survey - \$120,000

Phase I	\$5,000
Phase II	\$15,000
Phase III	\$45,000
Phase IV	\$45,000
Phase V	\$10,000

Fee For Service Without Statistically Valid Survey - \$100,000

Phase I	\$5,000
Phase II	\$15,000
Phase III	\$25,000
Phase IV	\$45,000
Phase V	\$10,000

The consider proposed scope and fee are flexible. The OHM/CT team will work with the client if selected to finalize the scope and fee based on City/staff feedback and a refinement of the desired plan outcomes.



ARCHITECTS. ENGINEERS. PLANNERS.

September 29, 2017

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Attention: Dan Havener
Director, Department of Development

Regarding: Comprehensive Plan

Re: Downtown Plan

Dear Mr. Havener,

OHM is pleased to submit a proposal to assist the City of Reynoldsburg in creating a Comprehensive Plan. We appreciate the opportunity to work with you on this important project, and continue to transform the City of Reynoldsburg into a high-quality community. Collectively we will work to execute the scope of work as outlined in Exhibit A.

PROJECT AREA:

The project study area is the city limits and areas within a ½ mile of the City limits.

ASSUMPTIONS:

The following assumptions have been made in preparing the proposed approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The OHM Team will be led by Aaron Domini (Principal / Senior Planner). Aaron Domini will serve as the principal in charge for OHM Advisors.
2. The Client, City of Reynoldsburg, will be led by Liberty Schindel or an appointed staff member or representative.
3. OHM anticipates working closely with city staff and leadership, as well as community stakeholders to complete the scope of work.
4. OHM proposes to setup a project steering committee made up of city staff, leaderships, and local stakeholders to guide the planning process. This group herein and within Exhibit A will be referred to as 'the steering committee'.

SCOPE OF WORK:

See Exhibit A.

FEE AND REIMBURSABLE EXPENSES:

The proposed scope of work as outlined in Exhibit A will be completed for a lump sum fee of \$120,000 to be billed monthly on a percent complete basis.

AUTHORIZATION:

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of



Reynoldsburg and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.474.1114 with any questions or for additional information.

Regards,

Aaron Domini
Principal, OHM Advisors



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 Orchard, Hiltz & McCliment, Inc. (OHM), 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 and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM will perform planning services as outlined herein for a lump sum fee of \$120,000 to be billed monthly on a percent complete basis.
3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:
 - a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM 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 in a timeframe as determined by the client. OHM 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's reasonable control.
5. COMPENSATION – The Owner shall pay OHM 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 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 shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM 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 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 or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's 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 acknowledges OHM's 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, however, OHM 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. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, 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 and will be corrected as part of OHM's 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 for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM 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's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

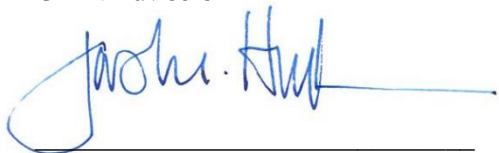
15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction 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 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 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 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.

ACCEPTED

OHM Advisors



James M. Houk, ASLA, AICP

Vice President, Managing Director of Ohio

ACCEPTED

A. PROJECT UNDERSTANDING & APPROACH



PHASE 1: PREPARING FOR THE PLAN

Task 1.1 – Getting Organized

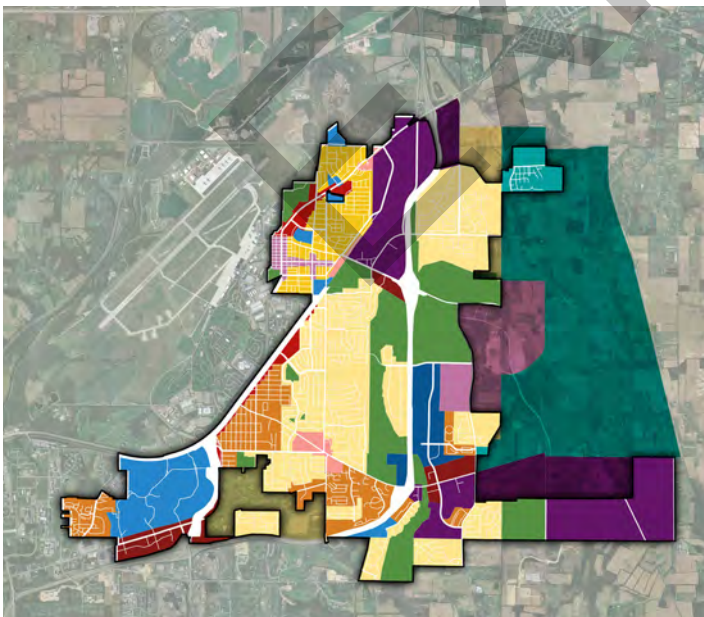
OHM Advisors and staff will have a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and invite members, and establish the finalized logistics and detailed schedules for the project.

Task 1.2 – Develop Project Brand and Website

As part of this task, OHM will develop a project logo and brand, as well as a project website. The website will serve as the main social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates. Note that these branding elements will be specific to the project, and not interfere with the branding of the city / community.

Task 1.3 – Assemble Mapping Data and Prepare Maps

As part of this task, the planning team will collect and assemble data to create base maps of Reynoldsburg. This step will utilize data provided by the City of Reynoldsburg, Franklin / Licking County, and various state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.



Future Land Use Map, Fairborn, OH

Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future conditions of the City. This will include, but is not limited to, zoning district maps, development policies, and capital improvement plans.

Task 1.5 – Project Kick-Off (Steering Committee Meeting 1)

OHM will begin the project by facilitating a kick-off meeting with the steering committee to review the project work plan and project schedule. The kick-off meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead an open and transparent discussion with the steering committee that focuses on the end result and process to ensure all expectations are met. The planned outcome of the discussion will be a set of project goals the consultant team and the steering committee will consider throughout the planning process.



PHASE 2: UNDERSTANDING THE CONTEXT

Task 2.1 – Existing Conditions Analysis

OHM will conduct a thorough analysis of the existing conditions in the Reynoldsburg community. The analysis will focus on past, current, and future trends in the community, and region, which will inform the development of the Plan. This may include but is not limited to the following:

- Demographic and Population
- Land Use
- Park, Open Space, and Recreation
- Development Character
- Community Services
- Mobility
- Public Utilities
- Economic Development
- Downtown

Task 2.2 – Existing Conditions Presentation and Preparing for Community Outreach (Steering Committee Meeting 2)

OHM will present the findings of the existing conditions research to the steering committee for review. OHM will use a combination of editing and auditing techniques at each session to clarify, validate and/or modify the existing conditions research. It is not the intention to discuss and reach agreement on every aspect of the research, rather the intent is to have a discussion related to the research and how it will inform the development of the Plan.

A. PROJECT UNDERSTANDING & APPROACH

OHM will also present key elements of the community outreach strategy. This will include a presentation of the draft community survey for review by the steering committee prior to launching the survey in Phase 3. This will be a critical step to ensure the survey poses questions that are important to the discovery of key issues and opportunities facing the community which will guide the steering committee in the development of the Plan. The steering committee will also be asked to provide stakeholder nominations identifying community members to participate in the small group meetings in Phase 3.



PHASE 3: ENGAGE AND LISTEN

Task 3.1 – Small Public Meetings

The consultant team will meet with prominent groups within the community identified by the client team and steering committee in Phase 2. These may include groups, such as, the Reynoldsburg-Pickerington Rotary Club, the Senior Citizens of Reynoldsburg (SCOR), and the Reynoldsburg City School District. At these meetings, the consultant team will conduct an idea generation and mapping exercise with the groups to initiate dialogue on the future of the City. The consultant team will record these answers, which will be used in later tasks.

Task 3.2 – Town Hall Meeting Presentation

The consultant team will work with City Council to provide a 15-30 minute presentation during the regularly scheduled Town Hall Meetings. This will be an informative presentation, outlining the project and allowing for public inquiry. The presentation will serve as a “kickoff” for the general public engagement initiative and help to build community momentum and bring attention to future public participation opportunities.

Task 3.3 – Online Engagement

The consultant team will provide a web-based survey to be hosted on the project webpage and will be accessible through computers and mobile devices. All activities conducted at the town hall meetings will be duplicated on the website, allowing community members to become involved in the public input process conveniently and without constraints on time and location.

Task 3.4 – Phone Survey

The consultant team will develop and conduct a statistically-valid telephonic survey of citizens and stakeholders/business community members that will provide city officials with strategic insight into their current attitudes, beliefs, and priorities related to the future of the City. This insight will provide a backdrop for the Plan by quantifying perceptions of local economic conditions, expectations, and priority issues of the stakeholder and business community. It will also help identify areas where leaders can communicate more effectively to position the City for the future and address local and regional economic concerns. Note this survey will not include general community satisfaction questions, but will rather be focused on land use and economic development conditions, policies, and future recommendations.



PHASE 4: DEVELOPING THE PLAN

Task 4.1 - Creating the Plan Goals and Objectives (Steering Committee Meeting 3)

The purpose of this meeting is to translate the results of Phases 2-3 into the Plan framework. The existing conditions and community outreach findings will be categorized by each chapter of the Plan, and presented in a clean and concise manner. OHM has developed a technique to enable the steering committee to review the categorized results of the previous tasks to develop goal statements that describe in simple terms the desired outcome for each element of the Plan. Once the goals are established, OHM will present a list of draft development principles. The development principles are statements of intent that describe the desired outcome of future growth and development in the City. OHM will also create and present a draft land use map to the committee for review. The goals, principles, and land use plan will be used to shape a plan for the City, and should be used to evaluate the compatibility of future projects, programs, policies, and developments.

Task 4.2 - Identifying the Target Redevelopment Areas

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus areas in the City, such as the former K-Mart site on Brice Road or the Kroger site on Main Street. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

A. PROJECT UNDERSTANDING & APPROACH

Task 4.3 - Getting It Done – Plan Strategies (Steering Committee Meeting 4)

Once the goals and development principles are created, the next step in creating the Plan is identifying the actions to achieve the goals and principles. During this meeting, OHM will work with the steering committee to develop the objectives and strategies (implementation) to achieve the desired outcomes of goals and principles. Each strategy will include a timeframe, responsible party, and cost estimate to achieve the strategy. This will help guide and inform the City when managing the Plan in the future.

PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

Task 5.1 – Prepare Draft Plan (Steering Committee Meeting 5)

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. OHM will submit the document to the client team for comments. The staff comments will be addressed and the draft will be submitted to the steering committee for review. The outcome from these meetings will be incorporated into the final draft that will be recommended for adoption by the steering committee.



Task 5.2 – Town Hall Meeting 2/Online Review

OHM Advisors will participate in a second town hall meeting to present the final Plan. The meeting will offer the public an opportunity to review the final Plan and provide feedback to the planning team. The goal of the meeting will be to give citizens an opportunity to ask questions of the City staff, the steering committee, and OHM/CT. Participants will have the opportunity to fill out a comment card in response to the information presented.

Task 5.3 - Implementation and Accountability Plan

The consultant team recommends that implementation steps be taken immediately following the release of the report in order to benefit from the momentum and good-will created by the planning process. The consultant team will create an implementation plan and advise the City on the implementation and long term management of the Plan. This will include a standalone accountability plan/matrix that is intended to be used on a more 'day to day' basis instead of the full Plan.

Task 5.4 - Final Plan Deliverables

After review and adoption by the elected and appointed officials, OHM Advisors will provide:

- five bound copies and an electronic copy of the Final Comprehensive Plan;
- all maps and technical data to be organized, digitally packaged (ArcView file format), and delivered to the City;
- an electronic PDF of all project related files as requested by the client.

PROJECT TIMELINE

PROJECT PHASES	MONTH									
	1	2	3	4	5	6	7	8	9	10
PHASE 1: PREPARING FOR THE PLAN										
PHASE 2: UNDERSTANDING THE CONTEXT										
PHASE 3: ENGAGE AND LISTEN										
PHASE 4: DEVELOPING AND TESTING THE PLAN										
PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION										

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Memo

To: April Beggerow Council Clerk

From: Richard Harris City Auditor

Re: Legislative Request for City Master Plan

CC Bill Sampson Service Director
Dan Havener Development Director

I am asking that you add the following language to the above Legislative Request.

Request Council Appropriate \$120,000 from the Unappropriated General Fund to account number 110.580.5339 Misc Contract Services. This is to pay for the contract

Attachment: 2017-10-03 Auditor Memo (OHM Advisors Comprehensive Master Plan Contract)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****RESOLUTION REQUEST**

DATE: October 9, 2017**TO:****RE: ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.**

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: To continue under the original agreement executed by Rumpke of Ohio, Inc.

This agreement extends the City of Reynoldsburg's contract with Rumpke of Ohio, Inc. for a period of one (1) year. The agreement is attached.

EASTMAN & SMITH LTD.

ATTORNEYS AT LAW

Established 1844

Joseph R. Durham
Attorney at Law
Direct Dial: 614-564-1442
jrdurham@eastmansmith.com

100 E. Broad Street, Suite 2100
Columbus, Ohio 43211
Telephone: 614-564-1442
Facsimile: 614-280-1777

September 20, 2017

Mr. Bill Sampson
Director of Public Service
Service & Engineering Department
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: **2017 Community Consortium Bid: 2018 Extension**
Our File No: S2096-211205

Dear Bill:

Enclosed please find the original extension agreements executed by Rumpke of Ohio, Inc. Once the enclosed agreements have been executed on behalf of the City of Reynoldsburg, please retain the originals for your file, and return copies to me.

Thank you for your assistance in this matter.

Very truly yours,

EASTMAN & SMITH LTD.


Joseph R. Durham

JRD/jrm
Enclosures

Columbus •

Detroit •

Findlay •

Toledo

www.eastmansmith.com

**RENEWAL AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND
DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE,
RECYCLABLE MATERIALS AND YARD WASTE GENERATED
WITHIN THE CITY OF REYNOLDSBURG, OHIO**

This Renewal Agreement for the collection, transportation and delivery for disposal or processing of Residential Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Reynoldsburg, Ohio (the "Agreement" or "Collection Agreement") entered into this ____ day of _____, 2017, is by and between the City of Reynoldsburg, Ohio ("City") and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of its residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities located within the City from a single Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

WHEREAS, the City has decided to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, the executed Collection Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The following paragraphs of the Collection Agreement are supplemented to include the following language:

- 2.2 Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018, and terminating December 31, 2018.
- 2.3 Renewal Terms.** This Agreement may be renewed for one (1) additional consecutive year upon the sole discretion of the City.
- 6.1 Collection Contractor Billings to City and City Payment.** All terms and conditions in the original Agreement shall remain in effect for the term of this renewal, except that the base bid price per residential unit in 2018 shall be \$16.22 (\$16.47 - \$0.25 for SWACO reduced tipping fee).

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

City of Reynoldsburg, Ohio:

Signature

Name / Title: _____
(Please print)

THE PERSON SIGNING SHALL, IN OWN HANDWRITING SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE, WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.
Name

10795 Hughes Road
Street Address

Cincinnati, Ohio 45251
City / State / Zip


Signature

Vice President
Title

**RENEWAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM
THE CITY OF REYNOLDSBURG, OHIO**

THIS RENEWAL AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Reynoldsburg, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____ 2017, is by and between the City of Reynoldsburg, Ohio (“City”), with its offices located at 4239 London Groveport Rd., Grove City, Ohio 43123, and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the City determined that the Contractor is qualified to provide the Recycling Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling, and located at 1191 Fields Avenue, Columbus, Ohio, 43201 (“Identified Facility”); and

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, the City has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, in reliance upon the Contractor’s Bid, the City requires that the Collection Contractor deliver all Recyclable Materials to the Contractor’s Identified Facility for processing by the Contractor; and

WHEREAS, the City has decided to renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Services Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

WHEREAS, pursuant to the Collection Agreement, the Contractor will make payment, if any, to the City for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018 and terminating on December 31, 2018.
- 2.2 **Renewal Terms.** This Agreement may be renewed for up to one (1) additional consecutive year, upon the sole discretion of the City, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the City a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City or its Residents.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

**THE CITY OF REYNOLDSBURG,
OHIO:**

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.

Name

10795 Hughes Road

Street Address

Cincinnati, Ohio 45251

City / State / Zip



Signature

Vice President

Title

Attachment: 0448_001 (Community Consortium Bid: 2018 Extension)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH EVANS, MECHWART, HAMBLETON &
TILTON, INC., (“EMH&T”) FOR GENERAL CONSULTING AND
PROFESSIONAL DESIGN SERVICES. (First Reading 9/25/2017).

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize EMH&T as our primary engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

Evaluator	Firm Name						
	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

Evaluator	Firm Name						
	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

Attachment: Copy of Score Sheet - Totals for Engineering Firms (EMH&T Contract for 2018 and 2019)

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of _____, 2017, between the CITY OF REYNOLDSBURG, with its main office located at 7232 East Main Street, Reynoldsburg, Ohio 43068 (CITY) and EMH&T, Inc., an Ohio Corporation with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2019.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Department, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (2 per month)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (3 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
 - G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
 - H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Licking County, Township(s), Etc.
 - I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
 - J. CONSULTANT will maintain and update the City Zoning Map and City Address Map upon request of CITY.
 - K. CONSULTANT will provide record storage and maintenance of record plans, city maps, and other project generated data. Both physical and electronic data will be stored by CONSULTANT and made available to CITY upon request.
 - L. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager",

whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. The CONSULTANT shall furnish full-time resident field personnel as the work requires. The construction representative(s) shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under the construction contract is completed to the satisfaction of CITY.
 8. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 9. Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
 10. Track quantities and prepare pay estimates for construction work in conformance with the conditions of each contract.
 11. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

1.03. Development Reimbursed Services

- A. CONSULTANT will provide CITY with the following services which are to be reimbursed through application fees and developer deposits under the City of Reynoldsburg Development Handbook:

1. Private site improvement plan reviews.
2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
3. Construction observation services.
4. Monitor placement and maintenance of storm water and erosion control measures.
5. Project punchlist and warranty services

PART 2 – CITY’S RESPONSIBILITIES

2.01. CITY’s Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY’s objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY’s prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY’s responsibilities or to CONSULTANT’s scope of services, times or performance, or compensation.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor’s work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor’s work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor’s furnishing and performing the work.

- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies

owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.

- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
 - 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 - 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
 - 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an

endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.

- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of

the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.

- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Seventy-five Thousand Dollars and no cents (\$75,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.03. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.04. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.05. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from

any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.

- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Reynoldsburg (CITY)

By: _____
Mayor

Name: Brad McCloud

Date: _____

By: _____
Clerk of Council

Name: April Beggerow

Date: _____

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

EMH&T, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: Sandra C. Doyle-Ahern

Date: _____

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

EXHIBIT A
General Project Proposal Format

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

City of Reynoldsburg, Ohio
General Engineering and Professional Services

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification	CY 2017-2018 Rates
Principal.....	\$140.00-\$180.00 per hour
Senior Engineer.....	\$110.00-\$160.00 per hour
Engineer II.....	\$105.00 per hour
Engineer I.....	\$90.00 per hour
Engineer Aide.....	\$80.00 per hour
Senior Surveyor.....	\$110.00-\$140.00 per hour
Surveyor II.....	\$95.00 per hour
Surveyor I.....	\$85.00 per hour
Senior Technician.....	\$75.00 per hour
Technician.....	\$65.00 per hour
Senior L/A Planner.....	\$100.00-\$140.00 per hour
L/A Planner II.....	\$90.00 per hour
L/A Planner I.....	\$80.00 per hour
Senior Environmental Scientist.....	\$100.00-\$140.00 per hour
Environmental Scientist.....	\$90.00 per hour
Senior Construction Representative.....	\$110.00-\$120.00 per hour
Sr. Resident Project Representative.....	\$70.00-\$90.00 per hour
Resident Project Representative.....	\$65.00 per hour
Field Survey Crew.....	\$125.00-\$175.00 per hour
Transportation.....	Current IRS Rates

Stakes, prints, postal, special delivery and
other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.) Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: October 9, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH CT CONSULTANTS, INC., (“CT”) FOR
GENERAL CONSULTING AND PROFESSIONAL DESIGN
SERVICES. (First Reading 9/25/2017).**

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize CT Consultants as our backup engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

Evaluator	Firm Name						
	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

Evaluator	Firm Name						
	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

AGREEMENT
BETWEEN THE CITY OF REYNOLDSBURG, OHIO
AND THE FIRM OF CT CONSULTANTS, INC.

I. **THIS AGREEMENT**, made at the City of Reynoldsburg, Ohio this ____ day of _____ in the year 2017 by and between the City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068; hereinafter called the "CITY", and the firm of CT Consultants, Inc., whose office is located at 7965 North High Street, Suite 340, Columbus, Ohio 43235, hereinafter called the "ENGINEER", witnesseth;

WHEREAS, the CITY intends to employ a Municipal Engineering Consultant who is a qualified Engineering and Architectural Consulting Firm authorized in the State of Ohio to perform engineering, architectural and surveying services necessary to meet the challenges and needs of the community through the coming years for and on behalf of the CITY as hereinafter set forth; and

WHEREAS, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holds valid and current certificates of authorization, and currently maintains engineer's professional liability insurance; and

WHEREAS, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve as the Municipal Engineering Consultant and provide the services as hereinafter described.

NOW THEREFORE, in consideration of these promises, and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

II. CONSULTING SERVICES

A. The following professional services shall be performed by the ENGINEER for the CITY, either as a matter of routine or upon request of an appropriate CITY official as requested.

1. The attendance by the ENGINEER at Council and Planning Commission meetings, staff meetings, and other public, legislative or administrative meetings as requested.
2. Provide periodic progress reports of projects under the ENGINEER'S charge stating the condition of the same, together with any other matters of interest concerning same as required by the Mayor, Director of Public Service, or City Council.
3. Provide consultation as requested with the CITY Administration in the areas of capital planning and to develop strategies for infrastructure improvements and upgrades that would benefit the CITY.
4. Provide consultation, management and coordination with the City regarding ongoing compliance with Ohio and U.S. EPA regulatory matters.

5. Minor consultation and site inspection(s) with such authorized representatives of the CITY, including consultations with City Council, and coordination with CITY engineering staff; providing such consultation requires no preparation of detailed plans, detailed estimates, or field investigations.
6. Prepare preliminary opinions of probable construction costs for capital improvements along with estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
7. Provide consultation and assistance for Financial Assistance. Services will include the preparation of preliminary opinions of probable construction cost and minor engineering details. Provide the research and investigation necessary to determine what resources are available to fund capital improvement projects.
8. Provide consultation services for construction projects being proposed by private developers in the CITY. Reviews and consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes.

III. PUBLIC IMPROVEMENTS

- A. The CITY reserves the right to retain and pay for the services of other Consulting Engineer/Architectural Firm(s) for professional engineering/architectural services. It shall be the obligation of the ENGINEER to inform the CITY that a contemplated project is of such nature, scope or complexity that another engineering/architectural firm should be retained to perform the engineering services for the proposed project, in which event, the ENGINEER shall not be liable for the work performed or fees paid to any Consulting Engineer/Architectural Firm(s).
- B. The following professional services shall be performed by the ENGINEER on specific public improvements for the CITY only after such services have been authorized by the CITY and evidence by an addendum to this agreement approved by the City Attorney:
 1. The ENGINEER shall prepare detailed construction plans, specifications, cost estimates and construction proposals for public improvements.
 2. The ENGINEER shall place copies of plans and specifications on view at the City's municipal office and in the ENGINEER'S office for information of equipment and material suppliers; and being available for interviews with prospective bidders during the period of advertisement for construction bids.
 3. The ENGINEER shall assist the CITY in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement. The ENGINEER will provide the CITY with a recommendation for the lowest and best bid.

4. The ENGINEER shall review and check all detailed construction drawings and all shop and erection drawings and other information submitted by contractors for compliance with design concept and requirements of the contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.
5. The ENGINEER shall visit from time to time the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work to assure compliance with the specifications and to provide consultation with CITY representatives. The ENGINEER shall not be responsible for, nor have control of, construction means, methods, techniques, sequences; or for safety programs in connection with the work by the Contractor(s). Consult with the CITY and act as City's representative as provided in the General Conditions of the construction contract.
6. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall report to and receive their instructions from the ENGINEER relative to the improvements authorized.
7. The ENGINEER shall provide a full-time, resident project representative and assistant; if necessary, who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
8. The ENGINEER shall provide on-site inspection of private development improvements according to the regulations of the Planning and Zoning Code and other Standards of the City of Reynoldsburg.
9. The ENGINEER shall furnish supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered.

10. The ENGINEER shall check interim and final estimates for payment to contractors.
11. The ENGINEER shall review all operation and performance tests required by the contract specifications.
12. The ENGINEER shall provide recommendations concerning completion and final acceptance of the construction work.
13. If and to the extent that the contract time initially established in a construction contract is exceeded or extended through no fault of the ENGINEER, compensation for services required for administration of the construction contract shall be payable as set forth in Article V.
14. In the event that the CITY employs Architects and/or Engineers other than the ENGINEER to perform design services for a public improvement, but elects to employ the ENGINEER for services during construction as outlined herein, the CITY agrees to pay the ENGINEER as outlined in Article V. Under such conditions, during the construction phase, the ENGINEER shall refer all questions regarding the design of the improvement to the Architect or Engineer, who shall respond to the ENGINEER acting in the place of the CITY. Any modifications or changes to improvement designs necessary to meet construction need shall be the responsibility of the Architect or Engineer. The Architect or Engineer shall prepare such revised drawings and/or specifications pursuant to the design contract with the CITY. If the ENGINEER is requested to prepare design modifications and/or changes or to revise construction drawings, such work shall be specifically authorized by the CITY and payment made as outlined in Article V.
15. When and if the CITY authorizes the ENGINEER to employ others to perform services in accordance with terms of this Agreement, the fee paid to the ENGINEER by the CITY for such services by other shall be actual costs invoiced to the ENGINEER plus 10%.

IV. SPECIFICALLY AUTHORIZED SERVICES

The ENGINEER may be required from time to time to provide these services to the CITY at the CITY's request:

- A. Preparation, maintenance and reproduction of specifications and standards for public utilities.
- B. Preparation, maintenance and reproduction of a comprehensive master plan for development of any public utilities.
- C. Furnishing of field investigations, the preparation of studies and reports, and preliminary general plans.
- D. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.

- E. Furnishing of line and grade surveys for the construction of public improvements.
- F. Computation and certification of the amount of special assessments for public improvements as may be required.
- G. Prepare "Record" drawings in digital or hard copy format deemed acceptable by the CITY that reflect actual construction and make documents available upon the request of the CITY.

V. COMPENSATION

- A. Compensation for services provided by the ENGINEER shall be paid on an hourly basis, except for plan reviews, which shall be lump sum. Exhibit "B" provides an hourly rate schedule for most personnel classifications and is considered a part of this Agreement.
- B. Payments for the aforesaid professional services are to be paid monthly by the CITY upon receipt of a detailed statement of time and expenses from the ENGINEER.
- C. Compensation for services rendered under Article II shall not exceed \$50,000 annually without separate approval by the City Council.

VI. PERFORMANCE BY CITY

- A. This proposal is based upon the understanding that the CITY, without expense to the ENGINEER, will:
 - 1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 - 2. Provide all test borings or other soils investigations which are required for the proper design of the improvements, unless otherwise agreed upon.
 - 3. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications, unless otherwise agreed upon.
 - 4. Furnish all legal and/or land appraisal services which may be required.

VII. TERMINATION

In the event the CITY or the ENGINEER desires to terminate the Agreement, it will be effective thirty (30) days after notification by the party desiring to terminate. All other services shall cease at the end of thirty (30) days. The ENGINEER shall return to the CITY all maps, drawings and other CITY records.

VIII. TERM

The term of this Agreement shall begin on the date of this Agreement as set forth in Article I, above, and shall terminate on December 31, 2017, unless otherwise extended in writing upon mutual agreement of both Parties.

IX. INSURANCE

A. COVERAGE AND LIMITS OF LIABILITY:

CT shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: “The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

b. Policy shall contain a waiver of subrogation against the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of CT.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract:

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy shall be endorsed to include the following additional insured language: “The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. **Worker's Compensation and Employers' Liability**

CT shall at all times during the term of this contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this contract and at such other times as may be requests, a copy of the official certificate of receipt showing the payment hereinbefore referred.

B. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

1. The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by CT, even if those limits of liability are in excess of those required by this Contract.
2. CT's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the CT shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Reynoldsburg. Such notice shall be sent directly to Bill Sampson, Director of Public Service, City of Reynoldsburg, 7232 E. Main St., Reynoldsburg, OH 43068 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the City of Reynoldsburg with an "A.M. Best" rating of not less than A-VII. The City of Reynoldsburg in no way warrants that the above-required minimum insurer rating is sufficient to protect CT from potential insurer insolvency.

E. VERIFICATION OF COVERAGE:

CT shall furnish the City of Reynoldsburg with certificates of insurance (ACORD form or equivalent approved by the City of Reynoldsburg) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City of Reynoldsburg before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Bill Sampson, Director of Public Service, City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068. The City of Reynoldsburg project/contract number and project description shall be noted on the certificate of insurance. The City of Reynoldsburg reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS:

CTs' certificate(s) shall include all subcontractors as insureds under its policies or CT shall furnish to the City of Reynoldsburg separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be subject to approval by the City, whose decision shall be final.

H. EXCEPTIONS:

In the event CT or sub-contractor(s) is/are a public entity and is/are self insured, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance.

X. INDEMNIFICATION:

CT shall indemnify, defend, save and hold harmless the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property proximately caused, or alleged to be caused solely by the negligent acts or omissions or intentional misconduct of CT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered against the City of Reynoldsburg under the Workers' Compensation Law, Public Records Act, or proximately caused by CT's violation of applicable federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the sole or partially negligent acts or intentional misconduct or omissions of the Indemnitee, be indemnified by CT from and

against any and all claims that are proximately caused by the negligent acts or omissions or intentional misconduct of CT. Under no circumstance shall CT be liable to indemnitee or any other person firm or entity, for any greater share of damages costs or expense than is directly attributable to its judicially determined percentage of fault. Furthermore, CT does not by this indemnification clause waive or forego its rights of contribution or indemnity against any person firm or entity. It is agreed that CT will be responsible for primary loss investigation, defense and judgment costs only if it has been legally established that CT is liable under this indemnification. In consideration of the award of this contract, CT agrees to waive all rights of subrogation against the City of Reynoldsburg, its officers, officials, agents and employees for damages solely and proximately resulting from its negligent acts or omissions or intentional misconduct in the performance of the work for the City of Reynoldsburg.

XI. OHIO ELECTIONS LAW:

ENGINEER affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

XII. CONTROLLING LAW:

This agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The ENGINEER further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

XIII. TAXES:

The City is a tax exempt entity and shall provide a tax exempt certificate to the ENGINEER. The ENGINEER agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this contract.

XIV. SPECIFIC TO SUBCONTRACTORS:

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. ENGINEER shall be and remain solely responsible to the CITY for the acts ENGINEER performs or faults of and sub-CONTRACTOR and of any sub-CONTRACTOR'S officers, agents or employees.

C. ENGINEER shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

CITY OF REYNOLDSBURG, OHIO

By: _____
Brad McCloud
Mayor

CT CONSULTANTS, INC.

By: _____

J. Wesley Hall, P.E.
Vice President

APPROVED AS TO FORM

James E. Hood, Esq.
City Attorney

EXHIBIT A

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Section III.B.7 of the Agreement is herein amended and supplemented to include the following agreement of the Parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of conformance for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:

- 1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.
- 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 4. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as the City’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.

- c. Assist in obtaining from City additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

- 12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, City, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize City to occupy the Project in whole or in part.

C. ENGINEER shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

CITY OF REYNOLDSBURG, OHIO

By: _____
Brad McCloud
Mayor

CT CONSULTANTS, INC.

By: _____
David R. Parkinson, P.E.
Department Manager
Central Public Works

APPROVED AS TO FORM

James E. Hood, Esq.
City Attorney

EXHIBIT B

City of Reynoldsburg

Hourly Billing Rate Schedule

Contract Term 1/1/18 through 12/31/19

A schedule of hourly billing rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of Reynoldsburg. CT Consultants offers these skills in-house over a wide range of staff so it is not possible to provide a single hourly rate for each classification that is appropriate and representative of all within the specific classification.

Employee Classification	Ranges of Hourly Rates ⁽¹⁾		
	FY 2018 ⁽²⁾	FY 2019 ⁽²⁾	FY 2020 ⁽²⁾
Engineer 1, 2, 3 & 4	\$65 - \$150	\$67 - \$155	\$69 - \$160
Staff Engineer	\$100 - \$115	\$103 - \$118	\$106 - \$122
Project Engineer	\$106 - \$135	\$109 - \$139	\$112 - \$143
Senior Engineer	\$116 - \$180	\$119 - \$185	\$123 - \$191
Principal Engineer	\$148 - \$200	\$152 - \$206	\$157 - \$212
Project Principal	\$170 - \$200	\$175 - \$206	\$180 - \$212
Engineer Intern	\$40 - \$65	\$41 - \$67	\$42 - \$69
Designer 1, 2 & 3	\$65 - \$125	\$67 - \$129	\$69 - \$133
Sr. Office Surveyor/Principal Surveyor	\$100 - \$135	\$103 - \$139	\$106 - \$143
Survey Field Technician	\$55 - \$70	\$57 - \$72	\$59 - \$74
Instrument Technician 1 & 2	\$60 - \$75	\$62 - \$77	\$64 - \$79
Survey Party Chief 1 & 2	\$75 - \$115	\$77 - \$118	\$79 - \$122
CAD Technician	\$55 - \$85	\$57 - \$88	\$59 - \$91
GIS Specialist	\$79 - \$90	\$81 - \$93	\$83 - \$96
Landscape Architect 1, 2 & 3	\$75 - \$130	\$77 - \$134	\$79 - \$138
Principal Architect	\$140 - \$185	\$144 - \$191	\$148 - \$197
Project Architect	\$116 - \$135	\$119 - \$139	\$123 - \$143
Architect 1, 2, 3 & 4	\$70 - \$115	\$72 - \$118	\$74 - \$122
Construction Project Manager	\$90 - \$125	\$93 - \$129	\$96 - \$133
Construction Representative 1, 2 & 3	\$70 - \$95	\$72 - \$98	\$74 - \$101
Senior Construction Representative	\$95 - \$105	\$98 - \$108	\$101 - \$111
Construction Technician	\$75 - \$115	\$77 - \$118	\$79 - \$122
Contract Administrator	\$85 - \$120	\$88 - \$124	\$91 - \$128
Grants/Funding Specialist	\$85 - \$130	\$88 - \$134	\$91 - \$138
Assistant Planner	\$55 - \$75	\$57 - \$77	\$59 - \$79
Planner 1, 2 & 3	\$65 - \$130	\$67 - \$134	\$69 - \$138
Senior Planner	\$135 - \$200	\$139 - \$206	\$143 - \$212
Technical/Administrative Support	\$35 - \$65	\$36 - \$67	\$37 - \$69
Field Technician Flow Monitoring	\$60 - \$75	\$62 - \$77	\$64 - \$79

(1): The classifications include a variety of disciplines including structural, highway, bridge, traffic, electrical, and mechanical disciplines. Therefore, a range must be provided. Billing rates include direct labor rates, overhead, and profit. The City will be invoiced based on the actual hourly rate of the individuals assigned to the various tasks. Reimbursable expenses (mileage, reproduction, etc.) will be billed separately.

(2): FY 2018 runs from July 1, 2017 thru June 30, 2018
FY 2019 runs from July 1, 2018 thru June 30, 2019
FY 2020 runs from July 1, 2019 thru June 30, 2020

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR
GENERAL CONSULTING AND PROFESSIONAL DESIGN
SERVICES. (First Reading 9/25/2017).

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize American Structurepoint as our backup engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

Evaluator	Firm Name						
	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

Evaluator	Firm Name						
	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Reynoldsburg, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: General Consulting and Professional Design Services ("Project").

Engineer's services under this Agreement are generally identified as follows: The Services to be provided by the Engineer for specific projects will be detailed in a duly executed individual task order. Each task order will indicate the specific tasks and functions to be performed and deliverables to be provided. Engineer and Owner shall agree on the scope, time for performance, and basis of compensation for each task order. Generally, Engineer's Services will include:

1. Preparation of preliminary and final engineering, structural engineering, and architectural project documentation, as directed by the Owner, and/or as detailed in a separate task order for professional services prepared by the Engineer.
2. Plan review and on-site construction inspection and administrative services for private site developments and Capital Improvement Projects.
3. Preparation of project documentation as outlined by the Owner's Quality Based Selection Manual.
4. Preparation of funding applications.
5. Preparation of as-built drawings.
6. General review services for Owner departments that undertake engineering/architectural services themselves.
7. Other as-needed and as-directed services requested by the Owner.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Services to be authorized in 2018 and 2019, and performed on schedules set forth in individual task orders. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as established in each task order, based on either a lump sum or hourly rates as follows:
 - 1. A Lump Sum amount as established in the task order. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period. **OR**
 - 2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any, not-to-exceed the amount authorized in the task order.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, ~~or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.~~

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. **Copies of documents that may be relied upon by the Owner are limited to the printed copies that are signed or sealed by Engineer or its subconsultants. Files in electronic media format of text, data, graphics, or of other types that are furnished to Owner by Engineer are only for convenience of Owner. Copies of Owner-furnished data that may be relied upon by Engineer are limited to the printed copies. Files in electronic media format of text, data, graphics, or of other types that are furnished by Owner to Engineer are only for convenience of Engineer.**
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner **for any given task order performed** under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer **for that task order**, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated **in accordance with ORC 2710, Uniform Mediation Act**. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing

surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Insurance Requirements*

- A. Prior to the commencement of any Services under this Agreement, Engineer shall furnish Owner certificates of insurance showing that Engineer has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance must be provided to the Owner each year at the time of policy renewal.
 - 1. Worker's Compensation Insurance: Engineer shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with the applicable statutes of the State of Ohio.
 - 2. Commercial General Liability Insurance: Engineer shall procure and maintain during the life of this Agreement Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
 - 3. Motor Vehicle Liability: Engineer shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including Ohio coverages, with limits of liability of not less than \$1,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Professional Liability: Professional Liability Insurance on a claims made basis with limits of liability of not less than \$1,000,000 per claim/aggregate. Professional Liability coverage must be maintained for three (3) years after the completion of Services performed under this Agreement.
- B. Cancellation Notice: Each of the policies in Paragraph A shall be endorsed to provide Owner thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change, except for ten (10) days notice for cancellation due to lack of payment.
- C. If a Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.

9.01 ***Additional Terms and Conditions***

- A. Engineer affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.
- B. Engineer affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the City of Reynoldsburg.
- C. The Owner is a tax exempt entity and shall provide a tax exempt certificate to the Engineer.
- D. The Engineer agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for Services performed under this Agreement.
- E. The Engineer will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), and these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Engineer shall abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- F. The Engineer shall indemnify and hold the Owner and the Owner's officers and employees harmless, but not defend, from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the

Engineer's finally determined percentage of liability based upon the comparative fault of the Engineer, its employees and its consultants.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Reynoldsburg, Ohio

Engineer: American Structurepoint, Inc.

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Willis R. Conner

2550 Corporate Exchange Drive, Suite 300

Columbus, Ohio 43231

Attachment: Agreement American Structurepoint (American Structurepoint Contract for 2018 and 2019)

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$250
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Senior Planner	\$135
Project Planner	\$120
Senior Environmental Specialist	\$165
Environmental Specialist	\$95
*Staff Engineer, Staff Planner, or Staff Surveyor	\$100
*Staff Scientist	\$65
*Senior Technician	\$140
*Technician	\$100
*Researcher	\$100
Registered Land Surveyor	\$155
*Survey Crew Member	\$85
*Resident Project Representative	\$125
*Construction Inspector	\$95
*Interns and Co-ops	\$65
Landscape Architect	\$130

*Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **October 9, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF
THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND
FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH
SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.
(First Reading 9/25/2017).**

Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2018 to December 31, 2018. The cost of services is based upon per capita rate of \$8.28 for a population of 36,540 totaling \$302,551.20.

RECEIVED
SEP 11 2017
City of Reynoldsburg
Office of the Mayor

FRANKLIN COUNTY PUBLIC HEALTH 2018 HEALTH SERVICES CONTRACT

Between:

The Board of Health
of the Franklin County General Health District
280 East Broad Street
Columbus, Oh 43215

and

The City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, OH 43068

Contact us at: (614) 525-3160 / Fax (614) 525-6672
www.myfcph.org

Attachment: 2018 Franklin County Public Health (2018 Franklin County Public Health Contract)

Pursuant to Revised Code 3709.08(C), once the director of health determines that Franklin County Public Health is organized and equipped to provide the services, the Franklin County Board of Health shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City of Reynoldsburg. And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County Board of Health, including the Franklin County General Health District and the City of Reynoldsburg.

Such services shall be rendered, if appropriate and necessary, when requested by the citizens of Reynoldsburg, Ohio, officials of city government, school authorities or medical personnel practicing in or around the City of Reynoldsburg, Ohio or when required by state statute.

The City Attorney of Reynoldsburg, Ohio shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City of Reynoldsburg hereby irrevocably consents to such jurisdiction.

SECTION 2. Said public health services shall be furnished beginning January 1, 2018 and ending December 31, 2018 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3. Franklin County Public Health will provide ongoing communication with the Mayor/City Manager and his or her designees through a webinar or conference call at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the citizens of Reynoldsburg will be provided upon request.

SECTION 4. The City of Reynoldsburg, Ohio shall pay to Franklin County Public Health for said public health services furnished to the City of Reynoldsburg, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.28.

SECTION 5. Said sum or sums of money shall be paid by the said City of Reynoldsburg, Ohio to said Franklin County Public Health upon receipt of semi-annual invoices by the Franklin County Board of Health on the first day of

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio



Franklin County Public Health

280 East Broad Street • Columbus, Ohio • 43215-45

September 8, 2017

Mayor Brad McCloud
City of Reynoldsburg
7232 E. Main St.
Reynoldsburg, OH 43068

RECEIVED

SEP 11 2017

City of Reynoldsburg
Office of the Mayor

Dear Mayor McCloud:

On behalf of Franklin County Public Health, I would like to thank you for continuing to partner with us to provide public health services to your residents. We take pride in being an accredited health department and remain committed to meeting the needs of our residents through enhanced transparency, continuous quality improvement and excellent customer service. Our day to day work of preventing disease, promoting healthy living and protecting against public health threats through education, policies, programs and partnerships continues to grow as your community grows.

As we move toward a new year and our 2018 contract, we wanted to notify you that Franklin County Public Health is requesting a 5% increase in your charge for public health services in 2018. This is a per capita rate of \$8.28.

Based on the per capital rate of \$8.28 approved by the Franklin County Board of Health on August 8, 2017, the annual cost of your 2018 contract will be \$302,551.20. Your total cost is determined by multiplying your city's population figures by the per capita rate. Based on the MORPC population estimate, the population figure for your city is 36,540.

Enclosed are two original contracts for your signature. Please sign and return both contracts to the attention of Andrea Harless. Once all signatures are obtained, a fully executed contract will be returned to you.

If you need further assistance or have questions about your 2018 contract, please call me at (614) 525-4722 or our Director of Financial and Business Operations, John Wolf, at (614) 525-3938. As always, we are willing to attend any city council, committee or administration meeting to answer questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Mazzola'.

Joe Mazzola, MPA
Health Commissioner

cc: John Wolf, Director of Finance and Business Operations
File

Attachment: 2018 Franklin County Public Health (2018 Franklin County Public Health Contract)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: October 9, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING EMH&T TO CONDUCT
SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES
FOR ROADWAY IMPROVEMENTS TO BALDWIN ROAD;
APPROPRIATING FUNDS THEREFORE AND DECLARING AN
EMERGENCY. (First Reading 9/25/2017).**

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: Work would begin in 2017 in preparation to solicit bids in the Spring of 2018.

EMH&T will provide survey, engineering design and assistance with bidding for the Baldwin Road improvements. The proposed improvements include reconstruction of the roadway pavement section and curbs from the intersection with Woodsedge Drive to the school property; ADA curb ramp improvements at the intersections; storm sewer improvements on Woodsedge Drive east of Baldwin; and replacement of an existing aged and deteriorated water main within the limits of the roadway work. The proposal and estimated probable construction cost is attached.

Requesting \$147,061.00 from unappropriated Capital Projects fund (410) and appropriated to is 410.000.0163.5659 Misc. Infrastructure.

July 15, 2017

Mr. William J. Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

**Re: Roadway Improvements for Baldwin Road
Proposal for Design Services**

Dear Bill,

We are pleased to provide you with the proposal for survey, engineering design, and bidding assistance for the Baldwin Road Improvements. The proposed improvement includes:

- Reconstruction of the roadway pavement section and curbs from the intersection with Woodsedge Drive to the school property. The roadway improvements will extend into Woodsedge Drive both on the east and west sides of Baldwin Road
- ADA curb ramp improvements at the intersections
- Storm sewer improvement on Woodsedge Drive east of Baldwin
- Replacement of the existing aged and deteriorated water main (7 breaks since 2001) within the limits of roadway work

SCOPE OF SERVICES

EMH&T will provide professional engineering and surveying services necessary to prepare construction plans, specifications and bidding documents for the roadway and water main improvements. A summary of specific work efforts is provided as follows:

- a. Survey Topographic Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design of the roadway improvements will be acquired within the right-of-way. The Ohio Utilities Protection Service will be called in advance of field survey to provide planning information and field markings. All survey will be on the North American Datum 1983 State Plane Coordinate system and the North American Vertical Datum 1988. Existing topographic features such as existing pavements, embankments, storm sewers, and any other physical features which may be impacted by design will be surveyed.
 - b. Right-of-Way Determination – We will conduct field work and courthouse research necessary to determine the right-of-way limits within Baldwin Road to verify that the designed improvements do not encroach on private property without easements or rights of entry.
2. Roadway Plans and Specifications
- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and 3 project coordination meetings throughout the design

phase at various decision points or project milestone dates. We will develop a project schedule that corresponds to the City's desire to bid the project in early 2018.

- b. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
 - c. Coordinate with a geotechnical sub-consultant to acquire pavement cores/borings along the project corridor to acquire information relating to the existing pavement composition and subgrade condition. This data will be used by EMH&T in the development of a structural pavement design.
 - d. Roadway drawings will be prepared to show the physical layout of the roadway improvements. The vertical profile grade of the proposed curb replacement work will be established.
 - e. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
 - f. Typical roadway sections, plan details, supplemental project notes and specifications will be prepared.
 - g. The design will include modifications and upgrades to the existing storm sewer system. It is anticipated that new storm sewer and curb inlets will be extended into the area of Woodsedge Drive, which currently does not drain. The project will be designed in conformance with Ohio EPA storm water quality requirements and best management practices as mandated by the City's NPDES permit. It is anticipated that water quality measures will be incorporated as needed along the project corridor.
 - h. EMH&T will develop a maintenance of traffic plan which outlines a procedure for the contractor to maintain traffic during construction.
 - i. Staged submittals at the 50%, 75%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.
3. Water Main Replacement Plans and Specifications
- a. Prepare preliminary water main replacement plan and profile and submit it to the City's Water / Wastewater Department for review and comment.
 - b. Revise plans based on City comments and prepare final horizontal and vertical alignment for the proposed water main improvements.
 - c. Prepare water main connection details and research and show all private services.
 - d. Prepare water service coordinate table.
4. Permitting and Utility Coordination
- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit a Notice of Intent to the Ohio EPA on the City's behalf.
 - b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether or not any conflicts exist between existing utilities and the City's proposed improvements. It is assumed that we will send plans to the utility companies two times during design (75% and 100% plans) and will have one utility coordination meeting to discuss any conflicts.
5. Bidding
- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. Tasks to be completed in conjunction with the bidding phase will include:

- i. Bid document preparation
- ii. Advertisement preparation
- iii. Issuance of addenda, if necessary
- iv. Bid tabulation, review of bids and formal recommendation of award

Exclusions: Items specifically not included within the scope of this proposal include: Construction inspection, construction administration, land appraisal, land acquisition assistance, private utility relocation design, offsite storm sewer improvements, geotechnical studies, or environmental investigations or permitting.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Once we determine the start date for this design effort, we will prepare a detailed schedule for the project. We anticipate bidding of these improvements in early 2018.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for this work described within the Scope of Services shall not exceed the following without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

<u>Description of Service/Task</u>	<u>Fee</u>
Surveying	\$19,784
Roadway Plans & Specifications	\$75,281
Water Main Plans	\$28,292
Permitting & Utility Coordination	\$19,504
<u>Bidding</u>	<u>\$4,200</u>
TOTAL FEE	\$147,061

CONSTRUCTION SERVICES

Services related to the construction phase, such as attendance at the pre-construction conference, construction inspection, review of shop drawings, as-built surveys, and construction inspection/administration are not included as part of this scope of services. We will prepare a separate proposal for professional engineering services upon request at the time of bidding.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4555.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan M. Andrews, PE

City of Reynoldsburg
Baldwin Road Reconstruction

July 15, 2016
Page 4 of 4

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

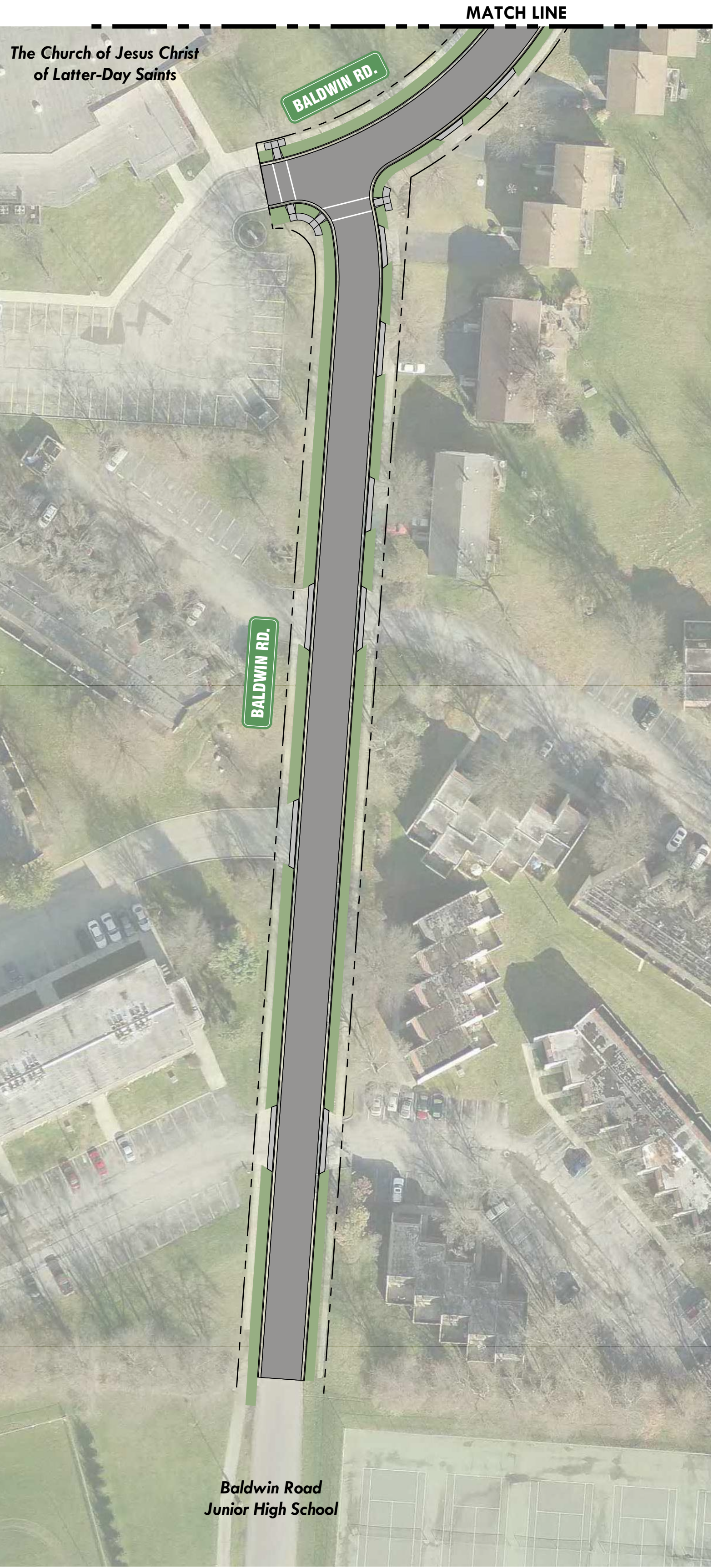
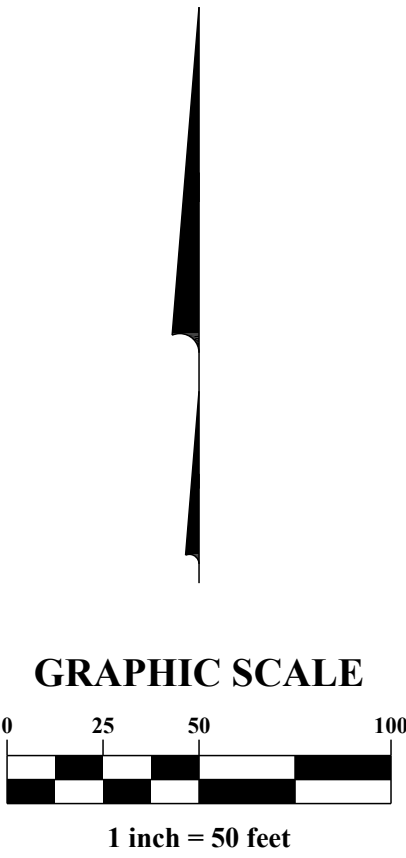
Enclosures: 1. Preliminary Cost Estimate
 2. Concept Exhibit

cc: Mr. Keith Kundtz, Street Superintendent
 File (EMH&T)

Attachment: Proposal - Baldwin Road Reconstruction (Baldwin Road Improvements)

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST					
CITY OF REYNOLDSBURG, OHIO					
BALDWIN ROAD RECONSTRUCTION					
REVISED- 7/10/2017					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH ROAD CONSTRUCTION					
201	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00
202*	Pipe Removed and Disposed	300	L.F.	\$12.00	\$3,600.00
202*	Manhole Removed	2	Ea.	\$300.00	\$600.00
202*	Catch Basin Removed and Disposed	2	Ea.	\$350.00	\$700.00
203	Roadway Excavation, Including Pavement Removal	3,250	C.Y.	\$26.00	\$84,500.00
203*	Excavation / Embankment	200	C.Y.	\$25.00	\$5,000.00
204*	Excavation of Unsuitable Subgrade	200	C.Y.	\$15.00	\$3,000.00
204*	Granular Embankment, No. 2 Limestone	200	C.Y.	\$50.00	\$10,000.00
204*	Geogrid	1,000	S.Y.	\$5.00	\$5,000.00
204	Geotextile Fabric, Type D	8,350	S.Y.	\$2.00	\$16,700.00
204	Subgrade Compaction	8,350	S.Y.	\$2.00	\$16,700.00
204*	Proof Rolling	5	Hr.	\$75.00	\$375.00
252	Driveway Pavement Replacement, Asphalt	75	S.Y.	\$65.00	\$4,875.00
259	Permenant Pavement Replacement	50	S.Y.	\$100.00	\$5,000.00
301	Bituminous Aggregate Base (T=5-in)	1,160	C.Y.	\$140.00	\$162,400.00
304	Aggregate Base (T=6-in)	1,400	C.Y.	\$50.00	\$70,000.00
407	Tack Coat (0.1 Gal/SY)	1,700	Gal.	\$3.50	\$5,950.00
448	Asphalt Concrete Intermediate Course, Type 2M (T=1.75-in)	410	C.Y.	\$165.00	\$67,650.00
448	Asphalt Concrete Surface Course, Type 1M (T=1.25-in)	290	C.Y.	\$170.00	\$49,300.00
452	6-in Non-Reinforced Concrete Pavement, Residential Driveway Approach	350	S.Y.	\$70.00	\$24,500.00
452	8-in Non-Reinforced Concrete Pavement, Commercial Driveway Approach	75	S.Y.	\$75.00	\$5,625.00
605	6-in Shallow Pipe Underdrain	5,900	L.F.	\$7.00	\$41,300.00
608	Curb Ramps and Sidewalks, Removed and Replaced	2,400	S.F.	\$8.00	\$19,200.00
609	Detectable Warning System	16	Ea.	\$250.00	\$4,000.00
609	Combination Curb and Gutter, Removed and Replaced (Continuous)	5,900	L.F.	\$25.00	\$147,500.00
616*	Water	15	M. Gal	\$25.00	\$375.00
616*	Calcium Chloride	1	Ton	\$400.00	\$400.00
630	Sign, Flat Sheet Type G	65	S.F.	\$20.00	\$1,300.00
630	Ground Mounted Support, No. 3	190	L.F.	\$12.00	\$2,280.00
637	4.0 Inch NPS Street Name Sign Support	2	Ea.	\$600.00	\$1,200.00
637	Street Name Sign	2	Ea.	\$350.00	\$700.00
644	Stop Line	60	L.F.	\$6.00	\$360.00
644	Crosswalk Line	420	L.F.	\$5.00	\$2,100.00
653	Topsoil Furnished and Placed	550	C.Y.	\$40.00	\$22,000.00
659	Seeding and Mulching	6,640	S.Y.	\$1.50	\$9,960.00
FULL DEPTH ROAD CONSTRUCTION SUBTOTAL:					\$799,150.00
STORM SEWER					
604	Curb and Gutter Inlet	6	Ea.	\$2,250.00	\$13,500.00
604	Storm Manhole	4	Ea.	\$2,000.00	\$8,000.00
604*	Existing Structure, Reconstructed to Grade with New Lid	6	Ea.	\$3,000.00	\$18,000.00
901	12-in Storm Sewer with Type 1 Bedding and 912 Backfill	250	L.F.	\$70.00	\$17,500.00
901*	15-in Storm Sewer with Type 1 Bedding and 912 Backfill	250	L.F.	\$85.00	\$21,250.00
901*	18-in Storm Sewer with Type 1 Bedding and 912 Backfill	250	L.F.	\$95.00	\$23,750.00
SPEC	Stormwater Quality Structure	1	Ea.	\$12,500.00	\$12,500.00
STORM SEWER CONSTRUCTION SUBTOTAL:					\$114,500.00
WATER MAIN					
801	6-Inch Water Pipe and Fittings with 912 Backfill	850	L.F.	\$90.00	\$76,500.00
802	6-in Valve and Appurtenances	12	Ea.	\$1,000.00	\$12,000.00
801	8-Inch Water Pipe and Fittings with 912 Backfill	2,750	L.F.	\$115.00	\$316,250.00
802	8-in Valve and Appurtenances	11	Ea.	\$1,250.00	\$13,750.00
807	Curb Box (L-6316)	37	Ea.	\$100.00	\$3,700.00
808	3/4-in Water Service Tap Transferred, Long	20	Ea.	\$1,300.00	\$26,000.00
808	3/4-in Water Service Tap Transferred, Short	20	Ea.	\$1,100.00	\$22,000.00
809	Fire Hydrant with Appurtenances	11	Ea.	\$3,250.00	\$35,750.00
WATER MAIN SUBTOTAL:					\$505,950.00
GENERAL ITEMS					
207	Erosion Control	1	L.S.	\$10,000.00	\$10,000.00
614	Maintaining Traffic	1	L.S.	\$65,000.00	\$65,000.00
623	Construction Layout Stakes	1	L.S.	\$15,000.00	\$15,000.00
624	Mobilization	1	L.S.	\$0.00	\$0.00
SPEC	OPWC Project Sign	2	Ea.	\$0.00	\$0.00
GENERAL ITEMS SUBTOTAL:					\$90,000.00
SUBTOTAL:					\$1,509,600.00
CONSTRUCTION CONTINGENCY AT 10%:					\$150,960.00
CONSTRUCTION TOTAL:					\$1,660,560.00
ENGINEERING FEES - FINAL DESIGN:					\$150,960.00
CONSTRUCTION INSPECTION:					\$150,960.00
RIGHT-OF-WAY / LAND ACQUISITION:					\$0.00
TOTAL PROJECT COST:					\$1,962,480.00
Professional Engineer's Signature					

Attachment: Proposal - Baldwin Road Reconstruction (Baldwin Road Improvements)



Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: October 9, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH GILBANE BUILDING COMPANY FOR
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
FOR THE REYNOLDSBURG COMMUNITY CENTER AND
DECLARING AN EMERGENCY. (First Reading 9/25/2017).**

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To allow for construction management services to begin the Reynoldsburg Community Center.

The vision and goals of this project: the importance of providing a true Community "center" for the City to host family friendly programs and athletic events; a responsible investment towards an improved quality of life for residents; a safe activity hub for families and teens; an aquatics center; and a sustainable design solution that minimizes environmental impacts, while offering reduced energy consumption and life-cycle costs through the selection of green building systems and materials. The contract is attached.



September 18, 2017

Mr. William J. Sampson
 Director of Public Services
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, Ohio 43068

Re: *Gilbane CMR Contract Negotiations*
AIA A133 Agreement

I am writing this memo to document the status of the contract negotiations. For reference purposes I have attached the draft AIA A133-2009 agreement that Gilbane and I have been working with.

Articles 4 & 5: Compensation: The three (3) CMR firms submitted pricing proposals with their submittals as follows;

FIRM:	PRECONSTRUCTION:	CONSTRUCTION (%):
ELFORD	\$86,610	2.25 %
GILBANE	\$99,630	2.20 %
RUSCILLI	\$75,187	2.00 %
AVERAGES	\$87,142	2.15 %

Gilbane has agreed to lower their Construction fee to a multiplier of 2.15%. This 0.0005 reduction multiplied across a \$20,000,000 project equates to a fee reduction of \$10,000, which on a comparative basis brings them in line with the other Preconstruction fee quotes tabulated above. Therefore, I am recommending that the City accept this fee reduction amount as it is set forth in the draft agreement AIA A133-2009 Article 5.1.1 on page 8.

Article 4.2 Payments: In article 4.2.2 I set the payment of Gilbane's monthly invoices to be due and payable 30 days after they submit them. On the 31st day interest would accrue at 10% APR for all unpaid balances.

Article 5.1.2 & 5.1.3 Fee Adjustments for Changes to the Work: That multiplier has been established at 5% and is below the market standard of 10% usually applied for change orders.

Mr. William J. Sampson
 City of Reynoldsburg
 September 18, 2017
 Page Two



Article 8: Insurance & Bonds: I bring this section to your attention so we can start considering what the City will require. That will need to be decided before the contract is formally executed after Council's 2nd reading. Nonetheless we need to focus on it sooner rather than later.

Article 9.2 Dispute Resolution: You will see on the attached draft agreement that Gilbane has added language in CAPS for what they want inserted in this document. I believe this will require legal counsel to review.

Articles 11.5.1 thru 11.5.6 Other provisions: These first 6 articles were inserted by Gilbane and I believe will require legal counsel to review. Articles 11.5.7 & 11.5.8 are provisions that I inserted on the City's behalf.

Articles 12.2.3 thru 12.2.5 Scope of Agreement: These articles involve electronic data controls and require review by the AE team to advise what should be used here.

AIA Documents A133-2009 and AIA Doc A201-2007 are "conjoined" legally. The latter agreement sets the General Conditions for the A133-2009 agreement. I did not find any need to revise the language of this document nor has Gilbane.

Based upon the progress cited above, I am confident that the City and Gilbane will be able reach a final agreement with terms acceptable to both parties. For that reason I recommend that a resolution be introduced to City Council for first reading on September 25th.

Please do not hesitate to contact me with any questions or concerns that may arise regarding this matter.

Respectfully,

CT CONSULTANTS, INC.

Mark K. Horton
 Project Principal

MKH:mmm

Attachment

cc: John deGraaf-Project Manager, CT Consultants, Inc.

H:\2017\170132\CMR PROPOSALS\CMR-RFP\1709(William Sampson_Letter).Docx

Attachment: 2017-09-19 Gilbane Draft (Gilbane Building Company Community Center Contract)

DRAFT

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of October in the year 2017.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

and the Construction Manager:
(Name, legal status and address)

Gilbane Building Company
145 East Rich Street, 4th Floor
Columbus, Ohio 43215

for the following Project:
(Name and address or location)

Reynoldsburg Community Center
7215 East Main Street
Reynoldsburg, Ohio 43068

The Architect:
(Name, legal status and address)

CT Consultants, Inc.
11120 Kenwood Road
Cincinnati, Ohio 45242

The Owner's Designated Representative:
(Name, address and other information)

William J. Sampson, LEED
Director of Public Services
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Attachment: 2017-09-19 Gilbane Draft (Gilbane Building Company Community Center Contract)

The Construction Manager's Designated Representative:
(Name, address and other information)

Brett Meyer, Vice President
Gilbane Building Company
145 East Rich Street, 4th Floor
Columbus, Ohio 43215

The Architect's Designated Representative:
(Name, address and other information)

John DeGraaf, Project Manager
CT Consultants, Inc.
11120 Kenwood Road
Cincinnati, Ohio 45242

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

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| 1 | GENERAL PROVISIONS |
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| 4 | COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES |
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the

Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER’S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$99,360

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable within thirty (30) upon presentation of the Construction Manager's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Ten Percent (10%) APR

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.15%

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall be increased on account of Changes in the Work by an amount equal to five percent (5%) of the Cost of the Change determined in accordance with Sub-paragraph 7.3.3.3 of the General Conditions.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Five Percent (5%).

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (not applicable) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any: N/A.

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

N/A

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, payment by the Owner to the Construction Manager for the statement amount less retainage, as hereinafter provided, shall be made by wire transfer to the Construction Manager's bank account within ten (10) days after it is submitted. The Construction Manager shall provide to the Owner the appropriate bank routing and account information necessary to accomplish wire transfers.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of « » percent (« » %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of N/A percent from that portion of the Work that the Construction Manager self-performs;

- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

Other: (Specify)

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE OWNER AND CONSTRUCTION MANAGER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE OWNER OR CONSTRUCTION MANAGER MAY BE A PARTY ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE ENFORCEMENT HEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OR ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT A PARTY TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE OWNER, AND CONSTRUCTION MANAGER AND EACH HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OR TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the

Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 It is expressly understood that the Owner shall be directly retaining the services of an Architect/Engineer.

§ 11.5.2 Notwithstanding anything contained herein, it is expressly understood that the Construction Manager’s Project Control Systems, including without limitation estimating, scheduling, purchasing, cost reporting and project engineering systems, and all modifications, additions or alterations thereof, are and shall remain the sole property of the Construction Manager.

§ 11.5.3 It is expressly understood that in the event the Construction Manager incurs legal or other professional fees in the process of pursuing or defending a claim, suit or dispute with a Trade Contractor directly relating to the Project, then such fees shall be reimbursable to the Construction Manager as a Cost of the Work pursuant to Article 6, subject however to the Guaranteed Maximum Price, if one is established.

§ 11.5.4 Notwithstanding the vent of any claim, or other matter in question arising out of or relating to this Agreement or the breach thereof, the Construction Manager shall carry on the Work and Owner shall continue to make payments in accordance with this Agreement.

§ 11.5.5 Limitation of Liability: In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), or otherwise, shall the Construction Manager’s total liability to the Owner, for any and all loss or damage arising out of or resulting from this Agreement, or from its performance or breach, exceed the Construction Manager’s Fee as adjusted pursuant to the terms of this Agreement.

§ 11.5.6 Environmental Limitation of Liability: The Construction Manager shall not be liable for environmental matters on, under or about the premises which constitute the Project, including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, the development or growth of mold within or any structures, levels, and to the generation use, storage, transportation or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants.

This disclaimer of liability shall apply to all such claims against the Construction Manager, where direct or indirect, including without limitation third party claims for which the Owner is seeking indemnification from the Construction Manager.

§ 11.5.7 Request for Proposal Submittal: Attached as an exhibit to this contract is the Construction Manager's submittal to the Owner's Request For Proposal, and is therefore to be considered a part of this contract in its entirety and in all respects.

§ 11.5.8 Key Personnel Provision: The Construction Manager has designated the following individuals (Jeff Park, Amy Matlock, Pat Toney) as key members of its project team and these individuals shall remain on the project in their proposed capacities for the entire duration of the project and not be reassigned or removed without direction by the Owner or due to serious illness, injury, or death. Violation of this provision will subject the Construction Manager to significant financial penalties that may include but are not limited to reduction of the Construction Manager's compensation.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
« »
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
« »
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)
« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** Ordinance Appropriating Funds from the Unappropriated Income Tax Fund. (Second Reading 9/25/2017).

Request Council appropriate \$150,000 from the unappropriated Income Tax Fund (220) to account number 220.564.5530 Enterprise Zone Payment. This is to pay the Licking Heights School District for their share of E Zone Payroll Tax. This was caused by additional tax money coming in from Tax Increase

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **October 9, 2017**

TO: **Finance Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 949.07 Water Meter Service Fee and 949.08 Charge for Testing Meter of Chapter 949 Water Regulations. (Second Reading 9/25/2017).

949.07 WATER METER SERVICE FEE.

When a permit is issued for a water service connection or a change in meter size, the meter shall be installed by the City on all meters up to and including one and one-half inch. Where the meter is two inches or larger, the meter shall be installed by the applicant, under the inspection and approval of the Water Department. The fees on the meters shall be:

<i>Size of Meter (inches)</i>	<i>Fee</i>
5/8 x 3/4"	Cost plus 50 percent
3/4 <u>1</u> " to 1 1/2" inclusive	Cost plus 38 percent
2" to 6" inclusive	Cost plus 20 percent

All water meters, shall be maintained by and remain the property of the City.

(Ord. 4-84. Passed 1-9-84.)

949.08 CHARGE FOR TESTING METER.

There shall be a ~~ten dollar (\$10.00)~~ **THIRTY (30.00)** charge for removing, shock testing and reinstalling water meters wherever the accuracy of the meter is found to be within a range of accuracy of two percent (2%). **NO CHARGE TO CUSTOMER IF METER IS MEASURED OUTSIDE OF THE 2% ACCURACY IMMEDIATE REPLACEMENT OF WATER METER WILL RESULT**

(Ord. 64-89. Passed 5-22-89.)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **October 9, 2017**

TO: **Finance Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 953.01 Water Rate Schedule; Section 953.04 Charges Billed Quarterly; Late Payment Penalty; Section 953.06 Discontinuance of Service; and Section 953.09 Special Charges of Chapter 953 Water Charges. (Second Reading 9/25/2017).

CROSS REFERENCES

Weekly deposit of waterworks money collected - see Ohio R.C. 743.06

Water regulations - see S.U. & P.S. Ch. 949

WATER DISCONTINUATION OF SERVICE FOR NON PAYMENT 953.06

953.01 WATER RATE SCHEDULE.

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of seven dollars and fifty-one cents (\$7.51) per 1,000 gallons effective January 1, 2017. (Ord. 28-91. Passed 2-25-91; Ord. 25-98. Passed 3-9-98; Ord. 126-2000. Passed 11-13-00; Ord. 118-04. Passed 11-22-04; Ord. 120-05. Passed 12-19-05. Ord. 89-06. Passed 12-11-06; Ord. 100-07. Passed 12-10-07; Ord. 75-08. Passed 11-24-08; Ord. 94-09. Passed 12-14-09; Ord. 109-10. Passed 12-13-10; Ord. 61-11. Passed 12-19-11; Ord. 89-12. Passed 12-10-12; Ord. 93-14. Passed 11-24-14; Ord. 118-15. Passed 12-21-15; Ord. 126-16. Passed 11-28-16.)

(b) Before any water service is provided to any applicant for water service, who is not the owner of the premises, the applicant shall provide a deposit **OF ONE HUNDRED FIFTY DOLLARS (\$150.00)** for services as follows:

<u>Meter Size (inches)</u>	<u>Deposit</u>
3/4 _____	\$ 100.00
1 _____	100.00
1-1/2 _____	125.00

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

2 _____ 150.00

(Ord. 95-82. Passed 11-8-82; Ord. 62-14. Passed 7-28-14.)

(c) For all premises where there are inside water meters and outside readers installed for the purpose of ascertaining the quantity of water consumed or supplied where variations exist between the readings on the outside readers and inside water meter, the reading of the inside water meter shall control over that of the outside reader.

(Ord. 114-89. Passed 9-25-89.)

953.04 CHARGES BILLED QUARTERLY; LATE PAYMENT PENALTY.

Charges for water use shall be billed for one quarter of a year, however, the City reserves the right to bill on a pro-rata monthly basis when necessary. Charges are due and payable when rendered. If charges are paid after the twentieth day from the billing date, a penalty of ten percent (10%) shall be assessed. In the event any consumer's bill remains unpaid for a period of thirty-five days from billing date, a penalty of ten dollars (\$10.00) **FOR EACH DOOR HANGER** shall be assessed. ~~if the bill is unpaid for fifty days, a penalty of twenty dollars (\$20.00) shall be assessed.~~ Charges for water and sewer may be billed on the same statement.

(Ord. 41-81. Passed 5-26-81.)

953.06 DISCONTINUANCE OF SERVICE.

(a) Turn-on, turn-off: In the event the account of any consumer remains unpaid for a period of thirty-five days from the billing date, the service of such consumer shall be discontinued by turning the tap valve off at the street curb box by an authorized representative of the Water/Waste Water Department. A notice of the impending action shall be mailed to the consumer five days prior to the thirty-five day cut-off period. The water shall not be turned on again until all charges and penalties have been paid. If such charges and penalties are paid prior to 1:00 p. m., service shall be turned on the day of payment. If paid after 1:00 p.m., service shall be turned on the next working day.

(Ord. 86-81. Passed 10-26-81.)

(b) If any user permits any waste of water or illegal diversion of water by unauthorized turn-on of water, fraud, or other violation of City ordinance or of the rules and regulations of the Director of Public Service, the service to such consumer shall be discontinued by turning the tap valve off at the street curb box by an authorized representative of the Water/Waste Water Department and a fee of ~~twenty dollars (\$20.00)~~ **TWO HUNDRED DOLLARS (\$200.00)**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

PLUS A WATER LOSS CALUATION OF 25,000 GALLONS AT THE CURRENT WATER RATE SCHEDULE

shall be assessed for this turn-off/turn-on action. The water shall not be turned on again until all charges, fees and penalties have been paid.

(Ord. 41-81. Passed 5-26-81.)

953.09 SPECIAL CHARGES.

The following charges shall be assessed for the specific special services furnished by the Water/Wastewater Department:

(a) A **NO** charge of ~~five dollars (\$5.00)~~ shall be made for each trip to turn off or turn on a service, if such action is requested by the consumer. **ACCOUNT HOLDER FOR SERVICE ISSUES; I.E. SERVICE LINE REPAIR, LEAKS, OR OTHER WATER ISSUES DURING THE HOURS OF 8AM TO 4PM. IF AN AFTER HOUR CALL OUT IS REQUIRED, THE CHARGE IS FIFTY DOLLARS (\$50.00) FOR EACH 2 HOUR CALL OUT.**

(b) A charge of twenty dollars (\$20.00) shall be made to service a meter damaged by negligence, plus the cost of repair or a new meter if required.

(Ord. 65-89. Passed 5-22-89.)

(c) A charge of ~~ten dollars (\$10.00)~~ **FIFTY DOLLARS(\$50.00)** shall be made to turn off and on a service that has been discontinued for nonpayment of a deposit. If the deposit and penalty are paid prior to 3:00 p.m. service shall be turned on the day of payment. If paid after 3:00 p.m., service shall be turned on the next working day.

(d) A charge of ten dollars (\$10.00) shall be charged for each additional trip required when arrangements are made to have a water meter hung and it cannot be hung due to the house being locked, plumbing not ready, the remote wire not run or remote reader not hung.

(E) A CHARGE OF FIFTY DOLLARS (\$50.00) SHALL BE MADE TO TURN ON A SERVICE THAT HAS BEEN DISCONTINUED AT THE WATER STREET CURB BOX VALVE FOR NON PAYMENT IN ACCORDINANCE WITH THE CITY CODE 953.06.

(Ord. 114-89. Passed 9-25-89.)

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: **October 9, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (Second Reading 9/25/2017).

Please remove the attached items from the fixed assets list to allow the old and out of date equipment to be disposed of.

Computer Fixed Asset Disposal List

MANUFACTURER	MODEL	Serial Number	ASSET TAG (Red)
DELL	Optiplex 740	GGGXQD1	01898
DELL	XPS M1210	J1S1HC1	02221
PANASONIC	CF-51	CF-51ABLDKAM	02138
PANASONIC	CF-30	CF-30FCS75AM	02253
PANASONIC	CF-29	CF-29NBLGZBM	02176
PANASONIC	CF-30	CF-30FCS75AM	02254
Audiolog Mercom Systems	Max-Pro	M-3150	02129

ASSET TAG (Blue)
C00129
C00245
C00089
none
C00246
C00249
none