



**FINANCE COMMITTEE - BARTH COTNER
MONDAY SEPTEMBER 25, 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 11, 2017
4. Discussion

New Items:

- 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.
- 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.
- c. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC., (“EMH&T”) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES.
- d. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC., (“CT”) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES.
- e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES.

- 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.

Items that were read 9/11/2017

- 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).
- 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).
- 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).
- 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).
- 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).
- 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).

- 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. (Emergency adoption requested; First Reading 9/11/2017).
- 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. (Emergency adoption requested; First Reading 9/11/2017).
- o. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (First Reading 9/11/2017).
- p. ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED INCOME TAX FUND. (First Reading 9/11/2017).
- 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).
- 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).
- s. ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR DEBT SERVICE PAYMENTS. (Second Reading 9/11/2017).



**FINANCE COMMITTEE - BARTH COTNER
MONDAY SEPTEMBER 11, 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 – July 24, 2017

RESULT:	ACCEPTED
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4. Discussion

a. 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

Mr. Spalding: Thank you Barth, this is brought before us today, Kurt was here over a month ago and presented to us the need to have this water study done and this is very important because not just for Dysart ditch, which we've seen a lot on but this study will look at things inside and outside of Reynoldsburg to see why is that water doing what it's doing and how is it running off, why is it affecting certain properties and not other things. So it's very important and I think the fact that we have a grant and grants are good for us to be able to leverage some money and benefit many many properties in the area as well as the city and also get to the root cause of what is causing this problem because we haven't done a comprehensive enough study.

Mr. Sampson: I think the advantage of the study is that it gives us a platform to pursue engineering dollars. I love studies but I know we have some issues in our city particularly along Dysart ditch with stream bank erosion that it would give us the documentation that we need to go after engineering grants, so that's my incentive.

Minutes Acceptance: Minutes of Sep 11, 2017 7:33 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

b. Ordinance Appropriating Funds from Unappropriated French Creek Footbridge Fund to an Account in Miscellaneous Distributions and Declaring an Emergency.

Mr. Sampson: Thank you Mr. Cotner. The pedestrian bridge near Lancaster was damaged during the recent flood and we repaired the structural issues that were caused by the flooding but I then discovered with conversations with Mr. Harris that back in the 1960s a resident donated \$4000 to this bridge. We propose to use this donation to power wash and repaint the bridge. It's a cute bridge and its a functional bridge that kids and pedestrians use to come across the creek to get to the school and Old Reynoldsburg. Both the abutments and bridge are now in good condition. I believe the resident would have appreciated us using their money to improve the aesthetic quality of the bridge and its been sitting there for a long time.

Mr. Clemens: Is the bridge safe now?

Mr. Sampson: It is safe, we had a bridge inspector come out after the damage and give us a report that we then turned over to a contractor and we had to do some welding to make it structurally sound but the abutments were redone by EMH&T back in the 90s and they're still in great shape but its a steel span bridge but its very functional and safe and we have an opportunity to improve the aesthetics.

Mr. Cotner: So the amount we're looking at is \$3473 so there is still over \$4000 in that account so there will be a little bit left over?

Mr. Harris: There is \$3473 is all that's left.

Mr. Cotner: This will close that account out then.

Mr. Sampson: and we'll get a little bit of a revision of a long standing structure in the city so it's a win win.

Mr. Cotner: do you know the name of the persons that donated that in the 60s?

Mr. Sampson: I don't, I'd like to so I could reach out to them.

Mr. Harris: I don't think we have any documents or records.

Minutes Acceptance: Minutes of Sep 11, 2017 7:33 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- c. A Resolution Accepting, Approving and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils; and Declaring an Emergency.

Mr. Havener: I'm here tonight to request your approval of the minutes for the TIRC meetings that were held July 20 with Franklin, Licking and Fairfield Counties and I can answer any questions you might have on those minutes.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- d. 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.

Mr. Sampson: Thank you. This is just a request to provide funding for both the demolition as well as to keep the design services moving forward. We're on schedule, we're interviewing the construction managers tomorrow and we'll come back to Council with a recommendation for a construction manager and have them on board in the next 4-6 weeks but again the demolition schedule, the design schedule, everything is on track and my goal is to keep us there.

Mr. Long: So you're transferring this money to cover the management the design specialist but also the demolition. We're passing legislation allowing to you accept bids for demolition companies, so the provision of the money in here isn't automatically spent, depending on the bids coming in and what the amounts are going to be it could be higher or lower.

Mr. Sampson: We anticipate again, based on other communities, what we've researched thus far is we're anticipating it will be lower than that amount. The intent is not to have to come back to Council twice, we want to get the demolition scheduled but again that's going to include, we're doing the majority, the swimming pool, the house beside the banquet facility this year and we're under lease until the end of the year with the bingo hall and we will do that, so we've reached out to Truro Township and they're going to be demolishing their fire station to see if we can get some sort of a joint cost savings, they've got to demolish their fire station so we're working out those details right now. Again to continue funding design services.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- e. Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the Parks & Recreation Department and Declaring an Emergency. (Passage at Second Reading).

Mrs. Bauman: Thank you Chairman Cotner. I'm asking for \$3,815.00 to be appropriated into line item 110.340.5215 Parks and Recreation Rec Supplies. This is money we've received in sponsorships this year so far.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- f. 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.

Mayor McCloud: Thank you Chairman Cotner, members of Council. What you have before you would authorize me to enter into a contract to purchase the property at Lancaster and Main that has been vacant forever and this also includes and appropriation.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- g. 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

Mr. Harris: This is the administrative thing we get back every year from the tax budget. This was a procedure that was started back when the 10 mil levy was passed back in the early 1900s when they actually did change it every year and in the early 30s sometime they made it permanent but they still want this passed. This first one is the one from Franklin County.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- h. 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.

Mr. Harris: This is the companion one for Licking County, these both have to be back to the County by October 1.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

i. Ordinance Appropriating Funds from the Unappropriated Income Tax Fund

Mr. Harris: With the passage of the tax levy back in May, this is one of the things that came out of that. We have a contractual obligation to share revenue from the Enterprise Zone at the Limited facility up on Broad Street. It's a percentage of what we collect, now that we're collecting more, they have to be paid more so I'll have to have an appropriation to meet our contractual obligations. I don't need this until November so you can take however many readings you want as long as we get it done in time.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

j. 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.

Mr. Hellman: The first of this 949.07 is for customers that wish to have their meters tested based on accuracy. The \$30 that I raised it to is in line with what everyone else charges. If you were to send it off it would cost you about \$45- 50.

Mr. Long: If I suspect I have something wrong with my water meter and you come out, there's nothing wrong with the meter, you're going to charge me \$30.

Mr. Hellman: If there is nothing wrong with it, at the bottom of this it says no charge to customer if the measuring outside the 2% of accuracy, immediate replacement of the water meter will be the result.

Mr. Long: Right I just wanted to make sure that was read.

Mr. Hellman: That's because we pay for the water we charge.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

- k. 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.

Mr. Hellman: This is for the water rate schedule to make the deposit fees the same as all to make it fair the purpose of this water deposit is in the event the customer bails on paying the water bill, it will recover some of that cost before going to assessment.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

- l. Ordinance Making Supplemental Appropriation for Debt Service Payments. (First Reading 7/24/2017).

Mr. Harris: This one carried over from break. There are 4 additional appropriations that I need to make debt service payments, one is in the water fund, one is in the storm water fund. We issued debt earlier in the year in bonds to a bank and I have to make a debt service payment this year that was not in the budget so obviously I need an additional appropriation to pay those. The other 2 are the Taylor Road TIF and the Brice Road TIF. Columbus did a reappraisal on properties, taxes went up therefore I have to write the schools a bigger check so I'll need and appropriation to do that also. This you can take the whole 3 readings, no emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/11/2017 7:45 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

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

DATE: September 25, 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.**

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

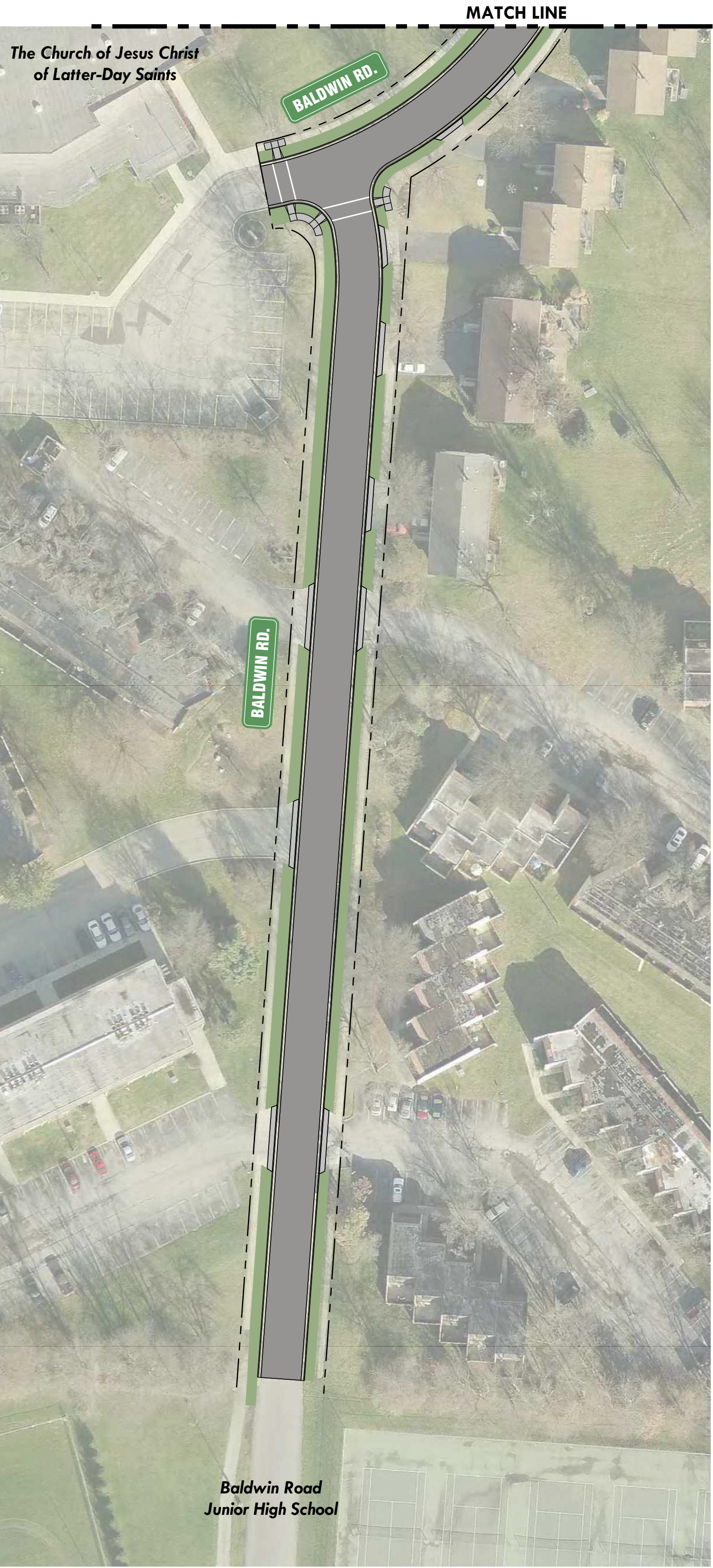
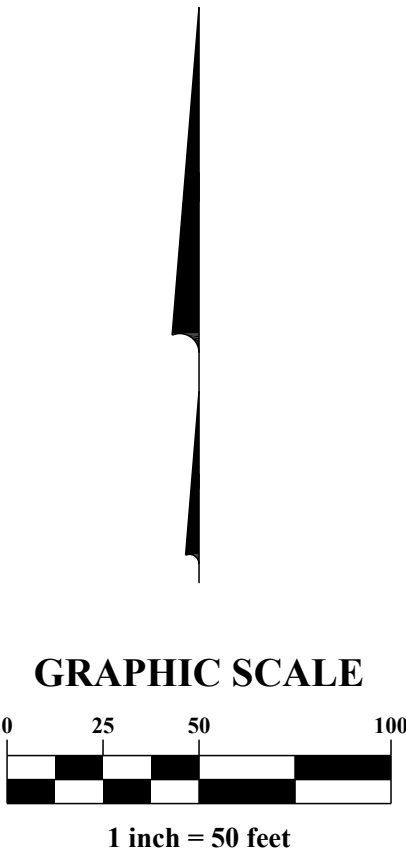
Enclosures: 1. Preliminary Cost Estimate
 2. Concept Exhibit

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: September 25, 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.**

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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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)

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

DATE: September 25, 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.

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

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: September 25, 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.

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

Attachment: Copy of Score Sheet - Totals for Engineering Firms (CT Consultants Contract for 2018 and

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
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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:	September 25, 2017
TO:	Finance Committee
RE:	ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES.

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

Attachment: Copy of Score Sheet - Totals for Engineering Firms (American Structurepoint Contract for

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: September 25, 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 9/11/2017).

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', is written over a horizontal line.

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)

City Council
Marshall Spalding
7232 E. Main Street
Reynoldsburg OH 43068
614-440-7311 Phone

ORDINANCE REQUEST

DATE: September 25, 2017

TO: Finance Committee

RE: 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).

Emergency/Suspension: Emergency

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

Statement of necessity: The matching funds are necessary to move forward with Franklin Soil & Water Conservation District's acceptance of the OEPA Grant for this project.

Dysart Run, a tributary of Blacklick Creek, located in Headwaters Blacklick Creek HUC12 - 050600011503, has been determined to be in partial and non-attainment. Dysart Run is 4.98 miles long and drains a 4.19 mi² watershed. The mainstem of the creek was sampled at two locations by the Ohio EPA in 2000. At RM 3.0 it was determined to be in partial attainment of Warmwater Habitat standards. At RM 1.9 it was assessed as in non-attainment of those standards. In 2000, a tributary to Dysart Run at RM 1.67 was also sampled for fish only. Draining 0.92 mi², the tributary was determined to be in attainment for fish (See *Biological and Water Quality Study*

of the Big Walnut Creek Basin 2000)

The primary cause of impairment of the mainstem was identified as siltation, a result of land development and urban runoff. While nutrients were not identified as a cause of impairment, critically high supersaturated conditions exceeding 150% were observed on one of three evaluation periods. In addition to urban runoff, HSTSs could contribute to elevated nutrient levels.

City Council
Marshall Spalding
7232 E. Main Street
Reynoldsburg OH 43068
614-440-7311 Phone

Since the stream was sampled in 2000, additional land development has taken place in the watershed, and the percentage of impervious surface in the watershed is approaching 25% (Figure 3). The increase in stormwater runoff has resulted in major bank erosion in Reynoldsburg. For example, two homeowners along a reach downstream of our proposed project have lost 30-40' of private property to the creek in as few as three years, documenting that streambank erosion in Dysart Run is a substantial source of sediment to the downstream network. This project includes developing a hydrologic and hydraulics model to guide project installation; collecting data in the field and producing an analysis of the stream geomorphology; and developing a project prioritization matrix based on the H&H model and stream morphology analysis, projecting the impact of this project and providing direction for future restoration efforts.

Request appropriation of \$30,000.00 From the Unappropriated Storm Water Fund (740) and Appropriate to account 740.737.5399 Other Miscellaneous Services.

Part Two: Detailed Project Work Plan

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however please try to limit it to no more than four pages in length.

The Statement of the Problem

Dysart Run, a tributary of Blacklick Creek, located in Headwaters Blacklick Creek HUC12 – 050600011503 (Figure 1), has been determined to be in partial and non-attainment. Dysart Run is 4.98 miles long and drains a 4.19 mi² watershed. The mainstem of the creek was sampled at two locations by the Ohio EPA in 2000 (Figure 2). At RM 3.0 it was determined to be in partial attainment of Warmwater Habitat standards. At RM 1.9 it was assessed as in non-attainment of those standards. In 2000, a tributary to Dysart Run at RM 1.67 was also sampled for fish only. Draining 0.92 mi², the tributary was determined to be in attainment for fish (See *Biological and Water Quality Study of the Big Walnut Creek Basin 2000*)

The primary cause of impairment of the mainstem was identified as siltation, a result of land development and urban runoff. While nutrients were not identified as a cause of impairment, critically high supersaturated conditions exceeding 150% were observed on one of three evaluation periods. In addition to urban runoff, HSTSs could contribute to elevated nutrient levels.

Since the stream was sampled in 2000, additional land development has taken place in the watershed, and the percentage of impervious surface in the watershed is approaching 25% (Figure 3). The increase in stormwater runoff has resulted in major bank erosion in Reynoldsburg. For example, two homeowners along a reach downstream of our proposed project have lost 30-40' of private property to the creek in as few as three years, documenting that streambank erosion in Dysart Run is a substantial source of sediment to the downstream network (Figures 4 and 5).

The Project and Approximate Load Reductions

This project is designed to address siltation and nutrient problems in this tributary to Blacklick Creek. It will install modified cross vanes structures and anchored wood structures into the 1300' of stream located on a 2.63 acre parcel of land. These structures will be constructed from a proprietary, plastic matrix produced by Floating Island International and natural wood logs. River rock may also be employed to assist with configuring and anchoring the structures.

The former has been used in a demonstration project in a Reynoldsburg stream, providing significant ecological uplift. A fish population began developing (none had been found in the stream in the sampling done prior to the project) and EPT taxa appeared among the taxa of macroinvertebrates found in the stream when none had been present previously (Figures 6-17). The matrix structures have also contributed to the development of pools and riffles, slowed bed load flow and elevated the stream bed by approximately 1 ft. in the period of two years, thereby retaining a large volume of trapped sediment that would have otherwise been transported to downstream reaches.

There is evidence that wood structures such as toe wood, ramped logs, and log steps can induce sediment deposition, bar/bench development, and colonization of the fine sediment by vegetation. The wood also provides a carbon source which is essential for the denitrification process.

Part Two: Detailed Project Work Plan (continued from previous page)

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In addition to changing the geomorphology of the stream, these structures will be designed to increase stream connection to its flood plain and interaction between surface flow in the stream and the hyporheic zone. Flood plain access reduces suspended solids and nutrients, while denitrification is one of the processes that takes place in the hyporheic zone. Trees will also be planted along some of the areas along stream banks where there is very little or even no vegetation in the riparian corridor at the present time.

Load reductions of 180 lbs. N per year, 46 lbs. of phosphorus per year and 38 tons of sediment per year were calculated on the basis of approximated bank erosion over time as assessed from aerial photos. An additional reduction in N was estimated using equations for denitrification in the hyporheic zone. Without an hydrology and hydraulics study, these estimates are difficult to generate.

Project Site

The 2.63 acre site for the project is owned by the City of Columbus and managed by Columbus Department of Recreation and Parks (PID 515-257460). A 1.45 mi² subwatershed (35% of the entire Dysart Run watershed) drains to the site through three tributaries (Figure 18). The northernmost tributary drains 0.32 mi². The middle tributary receives water from 0.53 mi² of land, and the southernmost tributary has a 0.6 mi² watershed. It is accessible from the places where each of these streams crosses streets before entering the parcel.

The middle and northernmost streams were agricultural ditches until the 1990s and were channelized by 1938. The southernmost tributary functioned as an agricultural ditch and was channelized east of the property. It was never channelized on the parcel. The mainstem also served as a drainage ditch, but it appears that only the northern half was channelized.

The entire watershed of these streams was agricultural with some forest until the later 1970s. Some rural housing had appeared by 1980, which had expanded some by 1989. By 2000, some subdivisions had sprung up along the streams, and at the present time, the watersheds are primarily suburban housing (Figure 19).

The historic channelization combined with the contemporary watershed development has resulted in a stream network with excess energy (over-steepened slope and increased flows) in a chronic state of disequilibrium. Resulting downcutting and bank erosion have occurred at some of the more extreme rates in the region. For example, in some places, the banks have been eroding at a rate of 1' per year since 2005. Bank heights range up to ~6 to 7 ft in several places (Figure 20), indicating a much deeper stream than would typically be expected for such a small watershed. The channel also underwent a period of braiding in ca. 2005 (Figure 21), which is another sign of actively eroding banks and high resulting sediment loads. Without active restoration activities, it is anticipated that the entrenched stream network with geotechnically unstable banks will likely to continue to load sediment to the receiving waters for the foreseeable future.

Part Two: Detailed Project Work Plan (continued from previous page)

Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. **(Additional pages may be used if needed)**

Timeline

October 2016 – December 2017 – Write Nine-element Nonpoint Source Implementation Strategy plan for Headwaters Blacklick Creek HUC12 – 050600011503

January 2017 – March 2017 – Develop hydrologic model for the watershed

April 2017 – July 2017 – Create design documents obtain any needed permits

August 2017 – September 2017 – Secure contractor and materials

October 2017 – June 2018 – Construction

June – December 2018 – Education and outreach

Subcontracting

Franklin Soil and Water Conservation District's financial policy states, "Bidding requirements in Ohio Revised Code section 307.86 must be adhered to for all purchases and sales that meet or exceed established minimum amounts. As of 2015, the minimum amount set in ORC Section 307.86 is \$50,000 for services or equipment and supplies purchased." On days when work is being done by a subcontractor, Franklin Soil and Water staff will inspect the work on a daily basis. The Columbus' Department of Recreation and Parks staff and Franklin County Soil and Water staff will sign off on the final project.

Project Partners

Franklin Soil and Water Conservation District

Franklin Soil and Water is responsible for the implementation of the entire project, with the exception of the installation of the educational sign. It will work with Columbus' Department of Recreation and Parks to develop the design for the project, create a sign, and sign-off on the completed project.

The City of Columbus Department of Recreation and Parks

One of multiple parcels of land owned by the City of Columbus and managed by the Columbus Department of Recreation and Parks, the project parcel (PID 515-257460) is protected in perpetuity. Representatives from Recreation and Parks will be key members of the design committee and will approve the project for installation. Recreation and Parks will have responsibility for installing an educational sign.

The City of Reynoldsburg

Reynoldsburg intends to provide a \$30,000 cash match for the project. The match will be paid as a grant to Franklin Soil and Water.

Part Two: Detailed Project Work Plan (continued from previous page)

*Applicants must complete a detailed project work plan for EACH specific project that is being proposed. For example, if you are requesting funds to implement two separate stream restoration projects and a riparian protection project you must complete separate Detailed Project Work Plans for **each** of the three projects. Each project description should be highly detailed, however when possible please try to limit it to four pages. (Additional pages may be used if needed)*

Easements

The implementation of the project does not require any additional easements, since the project parcel is owned and protected by the City of Columbus. Inasmuch as portions of one of the creeks to be impacted by the project is on a neighboring parcel, Franklin Soil and Water has approached the owners of that parcel about the possibility of placing an easement on their land to allow the project to extend to a longer reach of stream than would be possible otherwise.

If Franklin Soil and Water is able to establish an additional easement, either Recreation and Parks or Franklin Soil and Water could hold the easement. The district accepts and holds conservation easements along local streams in order to preserve critical riparian buffer and floodplain areas that provide significant water quality improvement, wildlife habitat, and floodplain protection. Franklin Soil and Water's Conservation Easement program consists of more than 30 easements, with more than 700 acres of protected land throughout Franklin County.

Public Information and Outreach

This project would be a demonstration of an innovative approach to stream restoration. While it would draw on time-tested methods from natural channel design, the materials and installation processes would move in some new directions. Inasmuch as the stream corridor is largely vegetated and access to the stream for heavy equipment is limited, Franklin Soil and Water expects to install the stream remediation structures by hand. Wood logs have been used in the past for instream structures, but the recycled plastic matrix has not been used extensively for this sort of application. As a result, Franklin Soil and Water anticipates sharing the project widely in its education efforts.

These include newsletter articles, press releases, workshops, a webpage, Facebook postings, school presentations and conference presentations. In addition, Franklin Soil and Water would hope to have one or more journal articles published about the project. The agency also plans to produce a sign to be installed at the site and will lead tours when feasible. Inasmuch as the site is located in a suburban neighborhood with closely adjoining residential properties and does not have any trails or off-street parking, our ability to take people on tours of the site will be somewhat limited. Franklin Soil and Water would compensate for this limitation by maximizing virtual access to the site via our website. Photos, as well as video clips, will be used to create this web access.

Determining Project Success

The Ohio EPA has committed to monitoring 319 implementation projects. In addition, one of the downstream sites on Dysart Run (RM 3.0) was sampled for fish and macroinvertebrates this year by Midwest Biodiversity Institute using Level 3 methods. It may be possible for them to do future sampling to supplement whatever the Ohio EPA is able to do. Franklin Soil and Water also has Level 2 macroinvertebrate data previously collected on two Dysart Run sites (RMs 3.0 and 1.6), and will collect additional Level 2 data, both before and after project implementation. The Ohio EPA may collect data on nutrients and TSS as well. Franklin Soil and Water will try to identify a partner to do some part of this assessment as well.

Project Sponsor	Franklin Soil and Water Soil and Water Conservation District			
PROJECT Title	Dysart Run Stream Restoration Project			
Deliverable	# of Units to be Completed (such as hours of service)	\$\$ Cost per Unit	Total Est. \$\$ Costs	Description
Hydrologic and hydraulics model	200	\$100/hour	\$20,000	Develop a hydrologic and hydraulics model to guide project installation
Stream geomorphology analysis	50	\$100/hour	\$5,000	Collect data in the field and produce an analysis of the stream geomorphology
Project prioritization matrix	50	\$100/hour	\$5,000	Develop a project prioritization matrix based on the H&H model and stream morphology analysis, projecting the impact of this project and providing direction for future restoration efforts
Total Sub-Contracting Costs Associated with this Project			\$30,000	

Attachment: Information on 319 grant for match (Grant Match for the Dysart Run Stream Restoration Project)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF REYNOLDSBURG
AND
FRANKLIN SOIL AND WATER CONSERVATION DISTRICT**

This Memorandum of understanding (MOU) is made this _____ day of _____ , 2017 by and between the City of Reynoldsburg (City) and Franklin Soil and Water Conservation District (FSWCD).

WHEREAS, FSWCD applied for and was awarded a 319(h) Nonpoint Source Implementation grant (17(h)EPA-12, "Dysart Run Stream Restoration Project") from Ohio Environmental Protection Agency (OEPA)

WHEREAS, the 17(h)EPA-12, "Dysart Run Stream Restoration Project" (Project) requires matching fund support for the awarding of the grant

WHEREAS, the City has expressed support for restoring Dysart Run, which has a significant impact on properties in the City

WHEREAS, the City had committed \$30,000 in match pending City Council approval as a part of the grant application

WHEREAS, a copy the grant application is being provided as part of the MOU for documentation and references purposes

WHEREAS, FSWCD will be responsible for the following:

1. Adhering to the Grant Agreement between OEPA and FSWD
2. The development of a hydrologic and hydraulics model to guide project installation as described in the grant application
3. The collection of data from the field and production of an analysis of the stream (Dysart Run) geomorphology as described in the grant application
4. The development of a project prioritization matrix based on the hydrologic and hydraulics model and stream morphology analysis to project the impact of this Project and provide direction for future restoration efforts as described in the grant application
5. Provide notification and directions for submitting matching funds to the City upon approval of match by OEPA

WHEREAS, the City will be responsible for the following:

1. Providing the \$30,000 in matching funds for the Project in one lump sum upon notification by FSWCD

NOW, THEREFORE, both parties pledge to work together in a cooperative effort to fulfill their obligations for the successful completion of the Project

IN WITNESS WHEREOF, the parties below hereto set their hands and are bound by the terms and conditions presented in this MEMORANDUM OF UNDERSTANDING

CITY OF REYNOLDSBURG

BY: _____

DATE: _____

TITLE: _____

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

BY: _____

DATE: _____

TITLE: _____

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****RESOLUTION REQUEST**

DATE: September 25, 2017**TO:** Finance Committee**RE:** A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE
SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF
REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS. (First
Reading 9/11/2017).

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government**Recommendation for continuation of the Brice and Main TIF, Taylor Square TIF, Taylor Road
TIF #1,****Taylor Road TIF #2. Kroger TIF, and Summit Road TIF.**



MINUTES

**2017 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
THURSDAY, JULY 20, 2017**

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Ed Laramée, Fairfield County Deputy Auditor

Mr. Laramée called the meeting to order at 2:35 pm

Present: Ed Laramée, Kelly Fuller, Holly Mattei, Loudan Klein, Tammi Miller, Richard Harris, Dan Havener, and Stephanie Cornell

2. Approval of 2016 Minutes

Ed Laramée made a motion to approve the Minutes, seconded by Richard Harris; seven affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Harris: In March of last year we did a refunding on the bonds and got a better rate of 2.163 for the remaining time on the bonds.

Dan Havener: What was it at previously?

Richard Harris: It was around 3 ½. It started 12/01/2016. The bonds will be paid off 12/01/2023. As of 12/01/2016 there was \$3,735,000 left on the bonds and they will be paid off 12/01/2023. Everything as far as the infrastructure was billed; the bonds have been paid on. The debt service payments have been made to the school. The whole Taylor Square area was not TIF; it was only the shopping center part that was needed to pay the debt service on the bonds when they were issued. That service is being paid and the taxes are being collected. That was the second time I've refunded those bonds.

Ed Laramée: In terms of the effect, Gander Mountain is outside of the TIF. Is HHG outside the TIF?

Dan Havener: That's in Taylor Park

Richard Harris: That's on the west side.

Ed Laramie: Because there was a portion of the west side that was included in the TIF.

Richard Harris: The only thing that was included in the infrastructure improvement on the west side was the little snub road that went from 256 down to where it turned off. That was the only thing that was ever a part.

Holly Mattei: But none of the parcels are taxed?

Richard Harris: They're just paying their regular property tax.

Ed Laramie: The original arrangement set up had 3 categories of parcels that were included in the TIF. Phase 1, Phase 1 Other, and Phase 2. Phase 1, those dollars were strictly dedicated to the retirement of the debt. Phase 2, establishing a guarantee.

Richard Harris: What is was originally established for is the Reynoldsburg City Schools, the City of Reynoldsburg, and Noble Properties all agreed if there wasn't enough money to be collected, to pay the debt service on, that they could then leave Phase 1 and go to Phase 1 Other, or Phase 2 in order to get enough to pay it off. After 5 years of debt service payments made completely out of Phase 1, so that they had secured that point in time, Noble Properties dropped off.

Ed Laramie: They dropped off mainly on the guarantee, but the remaining provisions were then that principally those dollars would then go to the school district.

Richard Harris: Correct, and they have been.

Ed Laramie: They had a side agreement as far as supplying the building.

Richard Harris: They ended up taking what used to be our police building. That way they did not share the income tax.

Ed Laramie: Phase 2 was strictly school district if I'm not mistaken.

Richard Harris: The only way Phase 2 was going to get into being charged if there wasn't enough to pay the debt service. Otherwise, Phase 2 has just gone out regular, just like there was no TIF for the entire time.

Ed Laramie: Phase 1 money is exclusively dedicated to the TIF, correct?

Richard Harris: Correct.

Ed Laramée: Were there to be any additional dollars in Phase 1, they would have been applied to that service.

Richard Harris: No. On Phase 1, if there's any additional money it goes to the schools.

Holly Mattei: At the top of the sheet you have Phase 2 collected 311 and then you have sub accounts that add up to that. I see the 215 down at the bottom being paid to the school. Where's the 95?

Richard Harris: The next sub accounts, where it says school revenue, that passes back to the school and then the debt service and then there's additional pays to the school on down. We do keep a certain amount in that account to make sure there's enough money to pay the debt service for the following year and then whatever is over that gets paid on to the schools.

Holly Mattei made a motion to accept the report of the Taylor Square TIF, seconded by Dan Havener; seven affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Laramée adjourned the meeting at 2:50 pm.



MINUTES

2017 FRANKLIN COUNTY; BRICE ROAD TIRC THURSDAY, JULY 20, 2017

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Brian Katz, Franklin County Auditor's Office

Mr. Katz called the meeting to order at 3:03 pm.

Present: Brian Katz, Shelley May, Kelan Craig, Michael Kinninger, Kelly Washington, Tammi Miller, Richard Harris, Dan Havener and Stephanie Cornell

2. Approval of 2016 Minutes

Brian Katz made a motion to approve the Minutes, seconded by Richard Harris; eight affirmative votes, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Richard Harris: Brice Road TIF is a TIF that was used to collect money to pay for Main Street Phase 1. Home Depot and Walgreens were involved with this TIF. The work was obviously all done. The improvements were made. The taxes have been collected. The school has been reimbursed for their share and everything is going according to the contract. I did pay the debt service on it. The bonding on this was refunded a few years ago. This will go until 12/01/2023.

Brian Katz made a motion to accept the report of the Brice Road TIF, seconded by Michael Kinninger; eight affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Katz adjourned the meeting at 3:09 pm



MINUTES

2017 LICKING COUNTY TIRC THURSDAY, JULY 20, 2017

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 2:05 pm

Present: Michael Smith, Walter Rogers, Richard Harris, Dan Havener, and Stephanie Cornell

2. Approval of 2016 Minutes

Richard Harris made a motion to approve the Minutes, seconded by Dan Havener; four affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Kroger TIF

Mr. Harris: The TIF was set up when the Kroger was built out at Taylor and Main to do intersection improvements. There was funding from the State of Ohio that we borrowed the money from to do it. This TIF was put in place to pay it off. The original work has now been paid off. The money that's still in the TIF account will go to additional work that is required by ODOT at some point in time, especially if there's any additional economic development on that corner. There may be interest by Kroger for additional retail space.

Richard Harris made a motion to accept the report of the Kroger TIF, seconded by Walter Rogers; four affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #1

Mr. Harris: Taylor Road TIF #1 is a residential TIF on the west side of Taylor Rd going north from Main St towards Broad St. The plan was for 125 or so condominium units to

go in there. Some of them have been built. There is some money in the account. Some of the work that was going to be done the city has fronted the money for which part of it was to bring the water and sewer line north from Main and Taylor up to where they can tie in. Because after a while, the water and sewer they have will not be adequate for all 125 units. They will need additional water and sewer capacity. The water and sewer will be going under Taylor Rd. Part of that work has been done. The city has paid for it, so they haven't taken any money out for it at this time. Some condos have been built not nearly at the rate they thought they were going to sell.

Richard Harris made a motion to accept the report of Taylor Road TIF#1, seconded by Dan Havener; four affirmative votes, no negative votes; the Motion carried.

5. Taylor Road TIF #2

Mr. Harris: This is Taylor Rd south of Main St. This was originally set up for condominiums, but now it's going to be rental property on the east side as you go between Palmer and Main St. There are some units built. Some of the reasons for having the TIF were to widen the road, water, and sewer. There was federal grant money that was gotten to do part of that. There are other things on that list including storm water issues that may need to be taken care of. There's \$14,000 in it.

Richard Harris made a motion to accept the report of Taylor Road TIF #2, seconded by Walter Rogers; four affirmative votes, no negative votes; the Motion carried.

6. Summit Road TIF

Mr. Harris: Summit Road TIF #1, there's \$5,105 in this. This was originally set up for Summit Road. There was work to be done on Summit Road. We have since gotten OPWC funding and took the jog out and put an S curve in. We will start to see some money coming in in the next couple years because Jerry McClain built a Senior facility. The other thing that was supposed to be built there was a little bridge north of that that the county has since replaced. Part of this was to bring water and sewer to it because at some point there will probably be houses in that field. The water and sewer still have to be run so it could be used.

Richard Harris made a motion to accept the report of the Summit Road TIF, seconded by Dan Havener; four affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Michael Smith adjourned the meeting at 2:22 pm

Brice - Main Corridor TIF

Total Net TIF Collections	1st Half 2016	2nd Half 2016
Home Depot Settlement	73,318.12	73,318.12
Home Depot 10% Rollback	0.00	0.00
Walgreens Settlement	68,315.78	68,315.78
Walgreens 10% Rollback	0.00	0.00
Gross Collection	141,633.90	141,633.90
Less:		
Aud/Treas Fees	1,602.79	1,605.53
Delinquent Tax Collection (5%)		
Net Distribution	140,031.11	140,028.37

Effective Class II % to School	62.61%	62.61%
Subaccounts	1st Half 2016	2nd Half 2016
School Revenue Account	87,673.48	87,671.76
Public Improvement Account	52,357.63	52,356.61
	140,031.11	140,028.37

Distribution to Schools	1st Half 2016	2nd Half 2016
Beginning Balance Owed to Schools	8,857.41	0.00
Funds Deposited in School Revenue Account	87,673.48	87,671.76
Paid To Schools	96,530.89	86,969.11
Ending Balance Owed to Schools	0.00	702.65

Fund 971 (Brice - Main TIF)	1st Half 2016	2nd Half 2016
Fund 971 Beginning Balance	14,826.16	52,662.38
Total Collected	140,031.11	140,028.37
Debt Service paid for 2003 Bonds	5,664.00	80,664.00
Paid To Schools	96,530.89	86,969.11
Fund 971 Ending Balance	52,662.38	25,057.64

Summit Rd #1**Fund 973**

4.h.d

	1st half	2nd half
Total Net TIF Collections	2016	2016
Summit Rd #1	0.00	0.00
Summit Rd #1 10% Rollback	0.00	0.00
Maple Woods Farms	0.00	0.00
Maple Woods Farms-10% Rollback	0.00	0.00
Gross Collection	0.00	0.00
Less:		
Aud/Treas Fees	0.00	0.00
Delinquent Tax Collection (5%)		
Net Distribution	0.00	0.00

Fund 973 Summit Rd #1 Tif	1st half	2nd half
	2016	2016
Fund 973 Beginning Balance	5,105.61	5,105.61
Total Collected	0.00	0.00
Debt Service		
Fund 973 Ending Balance	5,105.61	5,105.61

Attachment: 2017 TIRC Financial Reports (TIRC Renewals)

Taylor Rd Tif #1
Fund 974

4.h.d

	1st half 2016	2nd half 2016
Total Net TIF Collections		
Taylor Chase	10,740.31	7,998.89
	0.00	0.00
Gross Collection	10,740.31	7,998.89
Less:		
Aud/Treas Fees	138.81	105.96
Delinquent Tax Collection (5%)		
Net Distribution	10,601.50	7,892.93

Fund 974 Taylor Rd-1 Tif	1st half 2016	2nd half 2016
Fund 974 Beginning Balance	133,973.95	144,575.45
Total Collected	10,601.50	7,892.93
Debt Service		
Fund 974 Ending Balance	144,575.45	152,468.38

Attachment: 2017 TIRC Financial Reports (TIRC Renewals)

Taylor Rd Tif #2
Fund 975

	1st half 2016	2nd half 2016
Total Net TIF Collections		
Park National Bank	0.00	0.00
Glen O Bard	821.10	0.00
	0.00	0.00
Gross Collection	821.10	0.00
Less:		
Aud/Treas Fees	10.62	0.00
Delinquent Tax Collection (5%)		
Net Distribution	810.48	0.00

Fund 975 Taylor Rd-2 Tif	1st half 2016	2nd half 2016
Fund 975 Beginning Balance	13,476.73	14,287.21
Total Collected	810.48	0.00
Debt Service		
Fund 975 Ending Balance	14,287.21	14,287.21

TAYLOR SQUARE TAX INCREMENT FINANCING

4.h.d

Phase I and II	1st Half 2016	2nd half 2016
Total Phase I Collected	694,045.05	655,990.01
Total Phase II Collected	311,430.67	311,607.49
TOTAL COLLECTED	1,005,475.72	967,597.50

Effective Class II % to School	69.20%	69.20%
--------------------------------	--------	--------

Subaccounts	1st Half 2016	2nd half 2016
Phase I Reserve		
Phase I Debt Service	694,045.05	655,990.01
Phase II School Revenue	215,510.02	215,632.38
Phase II Debt Service	95,920.65	95,975.11
	1,005,475.72	967,597.50

Fund 970 (TIF)	1st Half 2016	2nd half 2016
Fund 970 Beginning Balance	1,113,298.18	595,260.37
Total Collected	1,005,475.72	967,597.50
Paid To Schools	-917,915.53	-431,084.48
Transferred to Debt Service	-605,598.00	
Debt Payments paid from Tax Revenues	0.00	
Fund 970 Ending Balance	595,260.37	1,131,773.40
Fund 970 reserve		195,440.58

Payments to School District	1st Half 2016	2nd half 2016
Phase II School Revenue (30 days after receipt)	215,510.02	215,632.38
Annual Balance (30 days after calendar year)		936,332.81

Service Payment Deficiencies	2016	2016
Phase I Owner's Parcel (i)		856,871.55
Phase I Property (ii)		1,350,035.06
Credited Payments (iii)		1,541,930.81
Debt Payment Required		605,598.00
Debt Service Deficiency		0.00
Target Deficiency		0.00
Amount Due From Owner		0.00

Attachment: 2017 TIRC Financial Reports (TIRC Renewals)

**Kroger TIF
Fund 972**

Total Net TIF Collections	1st half 2016	2nd half 2016
Kroger	-28,301.63	16,762.27
Kroger 10% Rollback	0.00	0.00
	0.00	0.00
	0.00	0.00
Gross Collection	-28,301.63	16,762.27
Less:		
Aud/Treas Fees	-3,972.20	222.16
Delinquent Tax Collection (5%)		
Net Distribution	-24,329.43	16,540.11

Fund 972 Kroger Tif	1st half 2016	2nd half 2016
Fund 972 Beginning Balance	297,581.09	273,251.66
Total Collected	-24,329.43	16,540.11
Debt Service -SIB Loan		
Fund 972 Ending Balance	<u>273,251.66</u>	<u>289,791.77</u>

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: September 25, 2017**TO: Finance Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM
UNAPPROPRIATED FRENCH CREEK FOOT BRIDGE FUND
(620) TO AN ACCOUNT IN MISCELLANEOUS DISTRIBUTIONS
AND DECLARING AN EMERGENCY. (First Reading 9/11/2017).**

Emergency/Suspension: Emergency

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

The footbridge at French Creek sustained damage from the July flood and is in need of repairs.

Request Council appropriate \$3,473 from the unappropriated French Creek Footbridge Fund to Account 620.000.5529, Miscellaneous Distributions.

These funds can only be used for the French Creek Footbridge.

Request emergency passage so repairs can be made before winter.

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

DATE: September 25, 2017

TO: Finance Committee

RE: ORDINANCE REQUESTING COUNCIL TO APPROPRIATE \$650,000.00 FROM THE UNAPPROPRIATED CIP FUND (410) TO ACCOUNT #410.000.0148.5659, AND DECLARING AN EMERGENCY. (First Reading 9/11/2017).

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for architectural and engineering services on the design and the demolition and site development of the Reynoldsburg Community Center. Appropriate \$650,000.00 from the unappropriated CIP fund (410) to Account #410.000.0148.5659.

This funding will allow us to move forward with the demolition of the site and continue design services for the community center for the remainder of 2017 and into 2018.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: September 25, 2017**TO: Finance Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND TO AN ACCOUNT IN THE PARKS &
RECREATION DEPARTMENT AND DECLARING AN
EMERGENCY. (First Reading 9/11/2017).**

Emergency/Suspension: Emergency

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

Request Council appropriate \$3,815 from the unappropriated General Fund to Account
110.340.5215.These funds are sponsorship dollars earmarked for equipment/supplies for the Parks and
Recreation Department.

Requesting emergency passage at the second (2nd) reading to purchase items for 2017.

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

ORDINANCE REQUEST

DATE: September 25, 2017

TO: Finance Committee

RE: 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).

Emergency/Suspension: Emergency

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

Statement of necessity: to acquire the property timely at the agreed upon price.

This legislation is to authorize the purchase of the property PT LTS 2-7 = 1.082 ACS, located at 7312 E Main Street, Reynoldsburg Ohio from F & S Associates LLC.

Request is to authorize the appropriation of \$235,000 from the unappropriated Capital Improvements Fund (410) to account 410.000.0162.5601 (Land)

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

DATE: **September 25, 2017****TO:** **Finance Committee****RE:** 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).

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

Request Council approve the attached Resolution to accept the amounts and rates from Franklin County Auditor. This is the accepting of the Tax Budget.



TO: POLITICAL SUBDIVISIONS & LIBRARIES WITH A LEVY
 FROM: KERRI L. RITCHIE, CLERK *KLR*
 RE: OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
 DATE: AUGUST 30, 2017

Enclosed are the following documents:

1. 2018 Official Certificate of Estimated Resources
2. Resolution Accepting the Amounts and Rates Authorizing the Necessary Tax Levies

The Resolution Accepting the Amounts and Rates must be voted on and adopted by your respective governing body and returned to this office on or before the first day of October (O.R.C. 5705.34). The amounts on this resolution include the real property state reimbursement for rollback and homestead. In the event your subdivision passes a levy in November and/or has a bond rate to be set by the Budget Commission, an "Amended Resolution Accepting the Amounts and Rates Authorizing Necessary Tax Levies" will be forwarded to you in January.

The Real Estate & Public Utility tax levy revenue estimates appearing on your Official Certificate are based on 2016 valuation data and new construction as of January 1, 2017. The Official Certificate takes into account the "make whole" provisions as provided by the Ohio Department of Taxation. These values do not take into account any changes associated with the reappraisal.

Levies expiring in 2017 have been removed. Levies to be voted on in November 2017 are not included.

It should be noted that current tax revenue estimates may increase or decrease when actual valuation and effective tax rate data become available in December.

If you have any questions, please do not hesitate to contact me at 525-3743.

Enclosures

**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**

(CITY COUNCIL)

OHIO REVISED CODE, SECTION 5705.34, 5705.35

The Council of the City of REYNOLDSBURG, Franklin County

Ohio, met in _____ session on the _____ day of _____,
(Regular or Special)

2017, at the office of _____ with the following members

present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2018; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its
action thereon to this Council together with an estimate by the County Auditor of the rate of
each tax necessary to be levied by this Council, and what part thereof is without, and what
part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of REYNOLDSBURG

Franklin County, Ohio, that the amounts and rates, as determined by the Budget

Commission in its certification, be and the same are hereby accepted: and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City
the rate of each tax necessary to be levied within and without the ten mill limitation for tax year
2017 (collection year 2018) as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$268,636.35	0.40	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		198,894.43	0.30	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL		\$467,530.78	0.70	

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of
this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being
called upon its adoption the vote resulted as follows:

Adopted the _____ day of _____, 2017.

Attest:

President of Council_____
Clerk of Council_____
REYNOLDSBURG
Franklin County, Ohio.

Attachment: 2017-09 Franklin County Accept Rates (Accept the Amounts and Rates from County Auditor Franklin)

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, Franklin County, ss.

I, _____, Clerk of the Council of the City of
REYNOLDSBURG within and for said County, and in whose
 custody the Files and Records of said Council are required by the Laws of State of Ohio to be kept
 do hereby certify that the foregoing is taken and copied from the original _____

 now on file, that the foregoing has been compared by me with said original
 document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 2017.

 Clerk of Council

REYNOLDSBURG

Franklin County, Ohio.

FORM PRESCRIBED BY BUREAU OF INSPECTION AND
SUPERVISION OF PUBLIC OFFICES, NO. 139. REV. 4-85

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

OFFICE OF BUDGET COMMISSION, FRANKLIN COUNTY, OHIO
August 25, 2017

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

THE FOLLOWING IS THE OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES FOR THE FISCAL YEAR
BEGINNING JANUARY 1ST, 2018, AS REVISED BY THE BUDGET COMMISSION OF SAID COUNTY, WHICH SHALL GOVERN
THE TOTAL OF APPROPRIATIONS MADE AT ANY TIME DURING SUCH FISCAL YEAR:

(516)	FUND	UNENCUMBERED BALANCE JANUARY 1ST 2018	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL FUND TYPE					
	GENERAL FUND	4,334,283.00	247,412.56	17,630,425.86	22,212,121.42
	SPECIAL REVENUE FUND	5,492,464.00	183,375.33	2,492,702.29	8,168,541.62
	DEBT SERVICE FUND	2,256,777.00	0.00	2,650,000.00	4,906,777.00
	CAPITAL PROJECTS FUND	4,227,461.00	0.00	5,590,000.00	9,817,461.00
	*SUBTOTAL	16,310,985.00	430,787.89	28,363,128.15	45,104,901.04
PROPRIETARY FUND TYPE					
	ENTERPRISE FUND	4,951,558.00	0.00	16,460,000.00	21,411,558.00
	INTERNAL SERVICE FUND	0.00	0.00	0.00	0.00
	*SUBTOTAL	4,951,558.00	0.00	16,460,000.00	21,411,558.00
FIDUCIARY FUND TYPE					
	EXPENDABLE TRUST FUND	0.00	0.00	0.00	0.00
	NON-EXPENDABLE TRUST FUND	0.00	0.00	0.00	0.00
	AGENCY FUND	0.00	0.00	0.00	0.00
	FIDUCIARY FUND	1,055,528.00	0.00	2,991,800.00	4,047,328.00
	SPECIAL ASSESSMENT FUND	0.00	0.00	0.00	0.00
	*SUBTOTAL	1,055,528.00	0.00	2,991,800.00	4,047,328.00
	TOTAL	22,318,071.00	430,787.89	47,814,928.15	70,563,787.04

* ESTIMATED ROLLBACK & HOMESTEAD STATE
REIMBURSEMENT PROPERTY TAX ALLOCATION
AMOUNTS INCLUDED IN OTHER SOURCES:

GENERAL 21,223.79
POLICE PENSION 15,519.10

CHAIRMAN
MEMBER
SECRETARY
BUDGET
COMMISSION

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2018	TAXES	OTHER SOURCES	TOTAL
PROPRIETARY FUND TYPE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
ENTERPRISE FUND				
WATER	1,224,974.00	0.00	7,000,000.00	8,224,974.00
SEWER	1,411,446.00	0.00	6,100,000.00	7,511,446.00
STORM WATER	1,411,000.00	0.00	1,350,000.00	2,761,000.00
SOLID WASTE	807,000.00	0.00	2,000,000.00	2,807,000.00
UTILITY DEP	97,138.00	0.00	10,000.00	107,138.00
FUND TOTAL	4,951,558.00	0.00	16,460,000.00	21,411,558.00
INTERNAL SERVICE FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
FIDUCIARY FUND TYPE	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
EXPENDABLE TRUST FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
NON-EXPENDABLE TRUST	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
AGENCY FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
FIDUCIARY FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
ARTS COMMISSION	0.00	0.00	0.00	0.00
DELQ PREVENTION	16,555.00	0.00	0.00	16,555.00
BEAUTIFICATION COMM	0.00	0.00	0.00	0.00
FRENCH CREEK FOOTER	3,473.00	0.00	0.00	3,473.00
SUPERVISION & INSP.	100,000.00	0.00	65,000.00	165,000.00
PLOT GRADE & UTIL.	60,000.00	0.00	75,000.00	135,000.00
UNCLAIMED FUNDS	55,000.00	0.00	5,000.00	60,000.00
EMPLOYEE FUND	1,200.00	0.00	500.00	1,700.00
SCHOOL SKI CLUB	200.00	0.00	0.00	200.00
MISC TRUST	25,000.00	0.00	350,000.00	375,000.00
BD OF BLDG	9,000.00	0.00	7,500.00	16,500.00
VISITORS BUREAU	0.00	0.00	75,000.00	75,000.00
SEWER CAP CHG	26,000.00	0.00	25,000.00	51,000.00
ENG FEES/PLAN	100,000.00	0.00	35,000.00	135,000.00
TAYLOR SQ SCH TIF	200,000.00	0.00	2,000,000.00	2,200,000.00
BRICE-MAIN TIF	15,000.00	0.00	285,000.00	300,000.00
KROGER TIF	275,000.00	0.00	50,000.00	325,000.00

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED		TAXES	OTHER SOURCES	TOTAL
	BALANCE	JANUARY 1ST 2018			
SUMMIT RD TIF #1	5,100.00		0.00	0.00	5,100.00
TAYLOR RD TIF#1	150,000.00		0.00	18,000.00	168,000.00
TAYLOR RD TIF#2	14,000.00		0.00	800.00	14,800.00
FUND TOTAL	1,055,528.00		0.00	2,991,800.00	4,047,328.00
SPECIAL ASSESSMENT FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

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

DATE: **September 25, 2017****TO:** **Finance Committee****RE:** 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).

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

Request Council pass the Rates and Amounts from the Licking County Auditor. This is accepting the Tax Budget. Resolution has not been sent yet

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: September 25, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (First Reading 9/11/2017).**

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

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

DATE: **September 25, 2017****TO:** **Finance Committee****RE:** Ordinance Appropriating Funds from the Unappropriated Income Tax Fund. (First Reading 9/11/2017).

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: September 25, 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. (First Reading 9/11/2017).

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: September 25, 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. (First Reading 9/11/2017).

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.)

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

DATE: **September 25, 2017****TO:****RE:** ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR
DEBT SERVICE PAYMENTS. (Second Reading 9/11/2017).

See Attached.

Richard E. Harris
City Auditor

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

Memo

To: All Council Members
Mayor Brad McCloud
City Attorney Jed Hood

From: City Auditor Richard Harris

Date: July 11, 2017

Re: Additional Appropriations for 2017 Debt Service

Request Council Make the following Appropriations:

From the unappropriated Water CIP Account number 710.000.000.5621 the amount of \$165,905.00 be appropriated as follows \$145,000.00 to account number 710.991.5414 Principal and \$20,905.00 to account number 710.991.5424 Interest.

From the unappropriated Storm Water Fund (740) appropriate \$120,331.00 as follows, \$105,000.00 to account number 740.991.5414 Principal and \$15,331.00 to account number 740.991.5424 Interest.

From the unappropriated Taylor Square TIF Fund (970) \$40,000.00 to account number 970.000.0002.5527 Distributions.

From the unappropriated Brice Road TIF Fund (971) \$30,000.00 to account number 971.000.5527 Distributions.

The first two will be needed to pay debt service on The Bonds Issued in March. The second two are needed to pay schools for increase in taxes received.

Attachment: 2017 Appropriations for debt service (Additional Appropriation for 2017 Debt Service)