

CITY OF LEBANON CONSULTANT AGREEMENT

THIS AGREEMENT MADE AT LEBANON, OHIO, on the 25th day of APRIL, 2018, by and between the City of LEBANON, Ohio, acting by and through its City Manager, herein after referred to as the CITY, and TEC ENGINEERING hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to render certain professional services for the design of the Lebanon Countryside YMCA Trail Realignment and Extension Project hereinafter referred to as the PROJECT; and

WHEREAS, the CONSULTANT has been selected to provide design services for the CITY with RFQ-18-1823.

WHEREAS, the CONSULTANT is willing to provide said service for the considerations and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. Description of Work.

- A. The CONSULTANT agrees to perform the following work upon authorization by the CITY to prepare final construction plans, specifications and estimated costs for the Lebanon Countryside YMCA Trail Realignment and Extension Project as described the CONSULTANT's proposal dated March 20, 2018.
- B. The CONSULTANT shall confer with the CITY at any time during bidding and construction as to the interpretations of the plans, to correct errors or omissions, and to prepare any necessary additional plans or drawings at no additional compensation.
- C. During construction, the CONSULTANT shall review all shop drawings to verify that they conform with the specifications and construction plans, shall direct modifications or corrections found to be necessary, and shall verify the execution of such modifications or corrections.

SECTION 2. Work Schedule and Progress Reports.

The CONSULTANT agrees to submit monthly progress and status reports showing what work has been accomplished. The reports shall be transmitted to the CITY within ten (10) calendar days from the end of the previous month.

SECTION 3. Compensation.

The CITY agrees to compensate the CONSULTANT in an amount not to exceed One Hundred Forty-Two Thousand, Six Hundred Twenty Six Dollars and No Cents (\$142,626.00) for the performance of work specified in this Agreement. The CONSULTANT may submit invoices for partial payment no more frequent than monthly. CONSULTANT shall only be entitled to payment for work provided through date of invoice.

SECTION 4. Incorporation by Reference.

The following Exhibits are hereby incorporated by reference into the within Agreement and made a part thereof as if the same were rewritten herein.

Exhibit A. The CONSULTANT's proposal dated March 20, 2018

Exhibit B. RFQ #18-1823 – Lebanon Countryside YMCA Trail Realignment and Extension Project

In the event that the provisions in the CONSULTANT's proposal and this Agreement conflict, this Agreement will control.

SECTION 5. Any significant change in design or alterations of the work authorized by the CITY shall be performed under the terms of a written supplementary agreement.

If at any time the CONSULTANT believes that work directed by the CITY is not covered by this Agreement, the CONSULTANT shall immediately notify the CITY in writing to that effect, giving the estimate of cost for the work in question. The CITY shall not be obligated to compensate the CONSULTANT for work performed without prior approval by the CITY.

If at any time the CONSULTANT believes that work not covered by this Agreement is required to complete the work in this Agreement in a comprehensive, professional manner, the CONSULTANT shall immediately notify the CITY in writing to that effect, giving the estimate of cost for the work in questions. The CITY shall not be obligated to compensate the CONSULTANT for work performed without prior approval by the CITY.

SECTION 6. The CONSULTANT agrees that all designs, calculations, survey data, drawings, flow data, specifications, estimates, and reports prepared for the CITY under the terms of this Agreement shall be furnished to the CITY upon request and delivered to and become the property of the CITY.

SECTION 7. The CONSULTANT shall seal and sign all construction plans, specifications, reports, and information submitted under this Agreement. No acceptance or approval by the CITY shall relieve the CONSULTANT or his subconsultants of their duty to correct any defects, errors or omissions in their plans, specifications and contract documents caused by the negligence of the CONSULTANT or any of its subconsultants or of any of its other professional obligations at its own expense.

CONSULTANT is responsible for all services and work provided by SUBCONTRACTORS. Should CONSULTANT observe any errors in SUBCONTRACTOR's data, design criteria, drawings, specifications or other information, CONSULTANT shall promptly advise CITY. CONSULTANT shall require SUBCONTRACTORS to reperform such Services within the original Agreement, or any duly authorized changes thereto, as may be necessary to remedy such nonconformance.

SECTION 8. The CONSULTANT shall employ only State of Ohio Registered Professional Engineers and Architects in responsible charge of work on the project.

SECTION 9. The CONSULTANT shall provide, in satisfactory and proper manner as determined by the CITY, all labor, service, materials, equipment, and property necessary to complete the work required by this Agreement. Except as provided herein, it is expressly understood and agreed by the CONSULTANT as a part of this Agreement that no CITY services, materials, equipment, or property shall be used without

the express written permission of the City Manager, and that the CONSULTANT shall reimburse the CITY for any and all such services, materials, equipment or property so used.

CONSULTANT shall perform the Services in the Agreement in accordance with the standard of care and diligence normally practiced by recognized engineering firms performing Services of a similar nature in existence at the time of the performance of Services. During a five (5) year period following completion of the Services, it is shown that there is a nonconformance in the Services as a result of CONSULTANT'S failure to meet the above standards, and CITY has notified CONSULTANT in writing of any such nonconformance, CONSULTANT shall reperform, at its costs, such Services within the original Agreement, or any duly authorized changes thereto, as may be necessary to remedy such nonconformance.

This section governs, modifies and supersedes any other terms in this Agreement which address warranties or guarantees or the quality of the Services.

SECTION 10. The CONSULTANT expressly agrees that no CITY employees shall be used to complete the work contemplated by this Agreement, whether or not said employees are compensated by the CONSULTANT, without the express written permission of the City Manager. The CONSULTANT further understands that any unauthorized use of CITY employees may result in the immediate termination of this Agreement.

SECTION 11. The CONSULTANT shall have access to such pertinent public records as are available to the CITY and applicable to the work to be done under this Agreement at no cost to the CONSULTANT. The CITY does not guarantee the accuracy, completeness, or validity of any of said records. The CONSULTANT shall verify the public records and existing conditions to the extent necessary to assure a complete PROJECT.

The CITY shall, at all reasonable times, have access to the work and drawings of the CONSULTANT for purposes of inspection and review.

SECTION 12. The CONSULTANT agrees that it will make no claim or charge for delays or hindrances from any causes. Compensation for such delays or hindrances shall be by extension of time for such reasonable periods of time as the CITY may decide.

SECTION 13. The CITY and the CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 14. The CITY may terminate this Agreement at any time by written notification to the CONSULTANT by the City Manager. Immediately upon receipt of such notification, the CONSULTANT shall cease all work unless such notification states otherwise.

Compensation due the CONSULTANT in the event of termination shall be as mutually determined by the CITY and the CONSULTANT based upon the usable plans and data submitted or audited cost incurred. The CONSULTANT shall make no claim for additional compensation by reason of such termination.

SECTION 15. The CONSULTANT shall comply with all Federal, State and City laws, statutes, resolutions, ordinances, rules and/or regulations, including the Worker's Compensation Law of the State of Ohio.

SECTION 16. Insurance Requirements.

- A. The CONSULTANT shall take out and maintain during the life of this Agreement at his own expense, such General Liability and Automobile Liability Insurance, as shall protect himself, the CITY, their agents, employees, representatives and subconsultants, from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage which may arise under this contract. The amounts of such insurance shall be no less than the following:
1. Combined Single Limit - General Liability Insurance: In an amount not less than \$1,000,000.
 2. Combined Single Limit - Automobile Liability Insurance: In an amount not less than \$1,000,000. (if applicable).
- B. CONSULTANT shall carry and keep in full force and effect during the life of this Agreement professional liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) for damages resulting from negligent acts, errors or omissions in the professional services rendered hereunder by CONSULTANT.
- C. CONSULTANT shall furnish the CITY policies showing that the insurance described in Subsections A and B above is in full force and effect prior to the commencement of any work under this Agreement. The insurance policies shall be written with an acceptable company with a Best rating of A- or better or a Standard and Poors rating of BBB or better; authorized and licensed to do business in the State of Ohio; shall be written in a form acceptable to the Director of Law of the City of LEBANON; shall be in force prior to any work of the Consultant being commenced; and shall be kept in effect until all work has been satisfactorily completed as determined by the CITY. Copies, or the originals, as the case may be, of such policies shall be furnished to the City of LEBANON and shall be approved by the City Law Director before work commences. The City of LEBANON shall be named as an additional insured on all general and automobile policies (not professional liability) and all policies shall provide for thirty (30) days written notice of cancellation to the City. Further, the CONSULTANT shall provide the CITY with the additional insured endorsements in a form acceptable to the City of LEBANON Director of Law.
- D. CONSULTANT shall further require the same amount and type of insurance evidenced by policies to the CITY from all subconsultants utilized under this Agreement.

SECTION 17. The CONSULTANT shall provide or cause to be provided at it s own expense to the CITY certificates showing that it and/or its subconsultants are carrying Worker's Compensation.

SECTION 18. The CONSULTANT shall indemnify and hold the CITY, its agents, employees, and representatives harmless from and against any and all liabilities, losses, damages, costs, expenses and disbursements imposed on, asserted against or incurred by the CITY, its agents, employees and representatives to the extent that said liabilities result from the negligent performance of the CONSULTANTS's obligations. The CONSULTANT, as referred to herein, includes its agents, employees, contractors, and subconsultants. Nothing herein shall be construed as attempting to make the CONSULTANT responsible for the negligence of the CITY.

SECTION 19. Equal Employment Opportunity.

During the performance of this Agreement, the CONSULTANT agrees to comply with the Equal Employment Opportunity Policy of the City of LEBANON, Ohio involving public contracts, which is incorporated herein by reference and made a part hereof as if fully written herein.

SECTION 20. Americans with Disabilities Act. All contractors providing or making available governmental services, programs, and activities to the CITY shall, during the performance of such contracts, comply with all applicable provisions of the Americans with Disabilities Act of 200 and any amendments thereto.

SECTION 21. Notices. All notices pertaining to this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via facsimile to the addresses for facsimile numbers set forth below. Service of such notice shall be deemed complete for facsimile upon receipt of fax confirmation and for certified mail upon date of signature of receipt as evidence by return receipt.

SECTION 22. Governing law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The courts of Warren County, Ohio shall have exclusive jurisdiction over any disputes arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in duplicate the day and year first above written.

Signed and Acknowledged
in the presence of:

THE CITY OF LEBANON, OHIO

Witness

Diana Lakes

BY:

[Signature]

Scott C Brunka
City Manager

Witness

Michelle Horne

TEC ENGINEERING

Witness

Andrew Harth

BY:

[Signature]
Signature

Witness

[Signature]

Title: Vice President

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
Mark Yurick

Date: 5-8-18

CERTIFICATE OF CITY AUDITOR
RFQ/RFP #18-1823

I hereby certify that payment will be made on invoices issued to the City of LEBANON under the agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement.

Daniel Burke *5/4/18*
Daniel Burke Date
City Auditor

11-Apr-18

Task

Task	Personnel / Estimated Hours						Total Fee Each Staff Category						
	Project Manager Bender Hafner	Project Engineer Linville	Design Engineer Brand	Surveyor Blevins	Survey Tech Sung	Total Hours	Project Manager @	Project Engineer @	Design Engineer @	Surveyor @	Survey Tech @	Reimb. @	Total Task Fee
Topographic Survey							\$ 156	\$ 112	\$ 89	\$ 105	\$ 81		
OUPS request						2							\$ 162
Survey Control (Horizontal and Vertical)				8		8				\$ 840	\$ 648		\$ 1,488
Online & Courthouse Property Research				4		4				\$ 420			\$ 420
Storm and Sanitary Sewer DIPS				4		4				\$ 420	\$ 324		\$ 744
Property Monument Recovery (property corners)				6		6				\$ 630			\$ 630
Topographic Site Survey (2900' along road)				24		24					\$ 1,944	\$ 50	\$ 1,994
Topographic Site Survey (1400' wooded and sloped)				24		24				\$ 1,680	\$ 1,944	\$ 50	\$ 3,674
Data Reduction and Basemapping (MicroStation)				16		16				\$ 1,680	\$ 648		\$ 2,328
Field Review			4			4							\$ 356
Property Line Resolution				16		16				\$ 1,680			\$ 1,680
Project Management	8					8	\$ 1,248						\$ 1,248
Sub-total Topographic Survey	8	0	4	70	70	152	\$ 1,248	-	\$ 356	\$ 7,350	\$ 5,670	\$ 100	\$ 14,724
30% Design, Preliminary Engineering													
Title Sheet			2			2				\$ 178			\$ 178
Typical Sections			4			4				\$ 356			\$ 356
Horizontal Alignment/Alternatives Evaluation	8		8			16	\$ 1,248	\$ 896					\$ 2,144
Vertical Alignment		8				8	\$ 896						\$ 896
Preliminary Drainage Design	8					8	\$ 1,248						\$ 1,248
Preliminary Right of Way (linework only)	2			2		4	\$ 312			\$ 210			\$ 522
Plan and Profile Sheets		8	40			48		\$ 896	\$ 3,560				\$ 4,456
Cross Section Sheets (Off-Deerfield Only)		8	16			24		\$ 896	\$ 1,424				\$ 2,320
Construction Cost Estimate	2		2			4	\$ 312	\$ 224					\$ 536
Utility Coordination	2					2	\$ 312						\$ 312
Review Meeting	4					4	\$ 624						\$ 624
Project Management	8					8	\$ 1,248						\$ 1,248
Sub-total 30% Design	34	36	62	2	0	134	\$ 5,304	\$ 4,032	\$ 5,518	\$ 210	-	-	\$ 15,064

[illegible]

11-Apr-18

ESTIMATED LABOR FEE

Task	Personnel / Estimated Hours						Total Fee Each Staff Category					
	Project Manager Bender Hathner	Project Engineer Lynville	Design Engineer Brand	Surveyor Blevins	Tech Suling	Total Hours	Project Manager @	Project Engineer @	Design Engineer @	Surveyor @	Tech @	Total Task Fee
Topographic Survey (To be completed with Phase I)												
Survey Control (Horizontal and Vertical)				8	2	10						
Online & Courthouse Property Research				4	8	12						
Storm and Sanitary Sewer DIPS				4	4	8						
Property Monument Recovery (property corners)				6	4	10						
Topographic Site Survey (Deerfield Road - 2000')				8	16	24						
Topographic Site Survey (1200' Turtlecreek Union Road)				24	8	32						
Topographic Site Survey (2500' Cornett to Shattuck)				16	8	24						
Data Reduction and Basemapping (MicroStation)			4	16		20						
Field Review												
Property Line Resolution												
Project Management	8					8	\$ 156	\$ 112	\$ 89	\$ 105	\$ 81	\$ 1,488
Sub-total Topographic Survey	8	0	4	86	70	168	\$ 1,248	\$ -	\$ 356	\$ 9,030	\$ 5,670	\$ 150
30% Design, Preliminary Engineering (ODOT Stage 1)												
Title Sheet			2			2						
Typical Sections			8			8						
Horizontal Alignment/Alternatives Evaluation	8	2				10	\$ 1,248	\$ 1,792	\$ 712			\$ 178
Vertical Alignment	8	16				24	\$ 1,248	\$ 896				\$ 936
Preliminary Drainage Design	8	8				16	\$ 1,248					\$ 3,040
Preliminary Right of Way (linework only)	2			2		4	\$ 312					\$ 896
Plan and Profile Sheets		8	40			48			\$ 210			\$ 1,248
Traffic Signal Plan		8	40			48			\$ 3,560			\$ 522
Construction Cost Estimate	2	8				10	\$ 896	\$ 896	\$ 3,560			\$ 4,456
Utility Coordination	2	2				4	\$ 312	\$ 224				\$ 896
Review Meeting	4					4	\$ 624					\$ 536
Project Management	12					12	\$ 1,872					\$ 312
Sub-total 30% Design	38	52	90	2	0	182	\$ 5,928	\$ 5,824	\$ 8,010	\$ 210	\$ -	\$ 19,972

Task	Personnel / Estimated Hours										Total Fee Each Staff Category									
	Project Manager		Design Engineer		Surveyor		Tech		Suing		Total Hours	Project Manager		Design Engineer		Surveyor		Tech		Total Task Fee
	Bender	Linville	Brand	Brand	Brand	Brand	Brand	Brand	Brand	@		@	@	@	@	@	@	@		
60% Design (ODOT Stage 2)																				
Update Title Sheet											1									89
Schematic Sheet											4									448
Update Typical Sections											2									178
Update Plan and Profile											40									3,560
Update Cross Sections											24									2,136
Special Details (intersections, utilities, bridge, etc.)											16									2,136
General Notes											4									1,792
MOT Plans and Notes											8									448
Update Drainage Design/ BMP											16									1,424
Pavement Marking Plans & Special Signage											4									624
Traffic Signal Plans and Details											16									1,424
Final Right of Way Inework											2									1,248
Prepare Right of Way Descriptions (4 parcels, 8 descriptions)											6									312
Prepare Right of Way Plans (ODOT Standards)											32									178
Utility Coordination											24									210
Update Construction Cost Estimate											8									3,360
Project Management											4									1,424
											12									356
											4									312
											12									1,872
Sub-total 60% Design											28									4,368
											54									12,549
											141									6,090
											58									0
											0									0
											281									29,055
90% Design (ODOT Stage 3)																				
Update Plan, Profile, Cross Sections											8									896
Update General Notes											2									224
Earthwork Quantities											24									2,136
Subsummary Sheets (pavement, roadway, drainage)											8									712
Update Pavement Markings and Signage											24									2,136
Pavement Marking and Signage Quantities											8									712
Update Traffic Signal Plans and Quantities											8									712
General Summary Sheets											12									624
Update Construction Cost Estimate											16									896
Qa/Qc											3									312
Project Management											4									624
											8									1,248
Sub-total 90% Design											18									2,808
											19									2,128
											88									7,832
											0									0
											0									0
											125									12,768
Final Plans																				
Incorporate Comments											16									1,424
Finalize Construction Cost Estimate											2									312
Assemblies files and delivery											2									1,792
Submission of Final Plans											10									712
Utility Coordination (final)											2									312
Project Management for Final Tracings											4									624
											2									312
Sub-total Final Plans											10									1,560
											18									2,016
											24									2,136
											0									0
											52									5,712
											102									808
											143									347
											146									70
																	</			

**CITY OF LEBANON
LEGAL ADVERTISEMENT
CITY OF LEBANON COUNTRYSIDE YMCA TRAIL REALIGNMENT
AND EXTENSION
RFP #18-1823**

Sealed qualification statements will be received by the City Manager of the City of Lebanon, Ohio at the office of said Manager (50 S. Broadway Ave.) until 2:00 p.m., on Tuesday, March 20th, 2018, for the **City of Lebanon's Countryside YMCA Trail Realignment and Extension Project, Request for Proposals #18-1823**. The City of Lebanon is soliciting statement of qualifications for the engineering design for the realignment and extension of approximately 11,500 lineal feet of paved multi-use trail. The project will eliminate the existing shared use section of the Lebanon – Countryside YMCA Trail, and extend the trail to serve additional areas of the City. The project is being partially supported by Federal and State grants. Request for Qualifications documents, with additional specifications and requirements, may be obtained from the Office of the City Auditor, City of Lebanon Building, 50 S. Broadway Avenue, Lebanon Ohio 45036 or on the City's website at www.lebanonohio.gov. Questions regarding this project can be directed to Scott Brunka, City Manager at (513) 228-3102 or via email at sbrunka@lebanonohio.gov.

The City reserves the right to reject any and all bids and to waive any informalities. The City also reserves the right to hold all proposals for 60 days after the opening date, even if not accepted or rejected. All contractors and subcontractors must comply with all EEO requirements.

Scott Brunka
City Manager

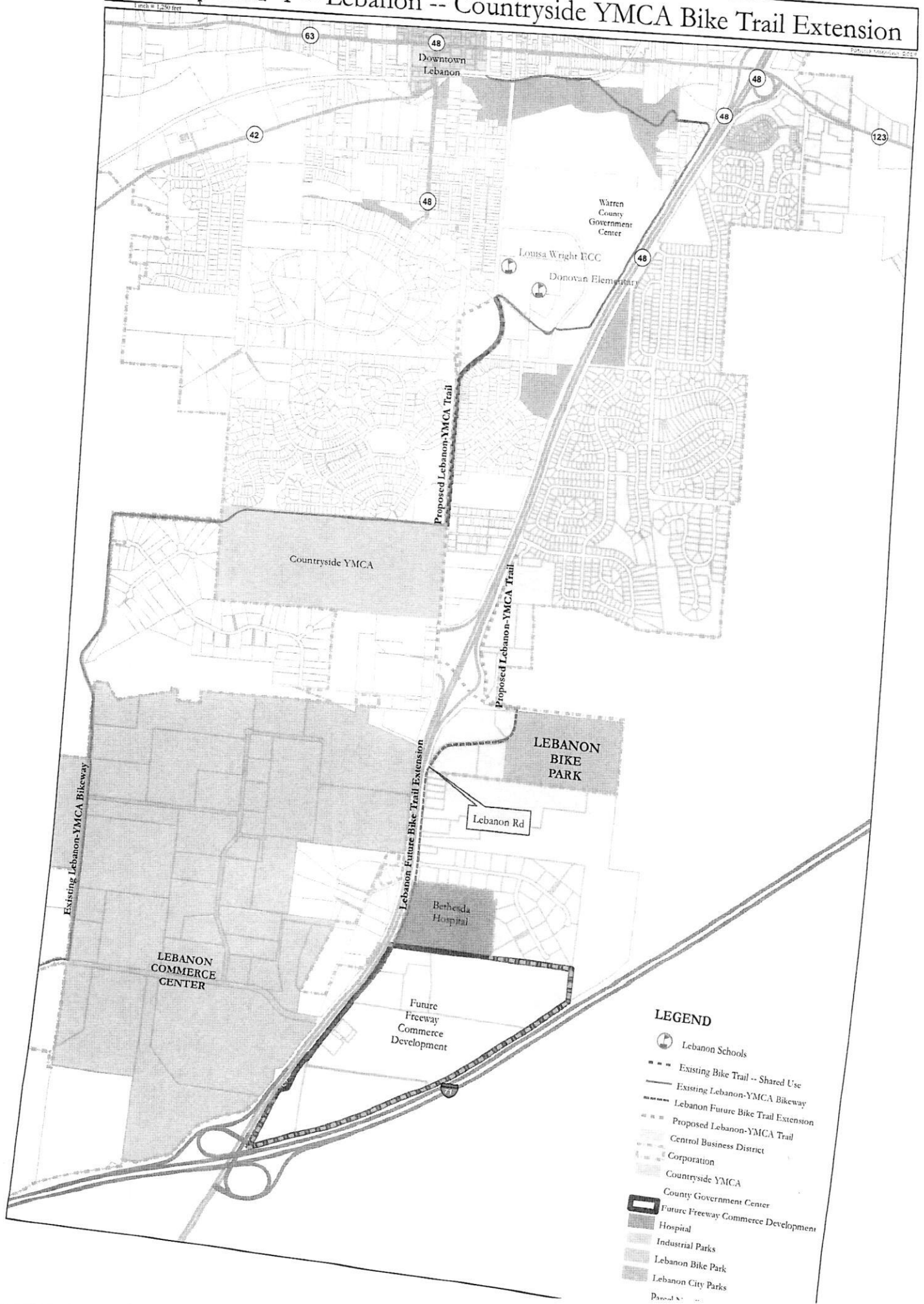
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**REQUEST FOR PROPOSALS
RFQ #18-1823**

**CITY OF LEBANON, OHIO
LEBANON – COUNTRYSIDE YMCA TRAIL REALIGNMENT &
EXTENSION**

March, 2018



ORDINANCE NO. 2018-040

**AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH TEC ENGINEERING
AND DECLARING AN EMERGENCY**

WHEREAS, the City wishes to execute a design contract for the design of the Lebanon Countryside YMCA Trail realignment and extension project; and

WHEREAS, the City wishes to enter into an agreement with TEC Engineering to render professional design services; and

WHEREAS, the City requested and received qualifications from multiple vendors, and has selected TEC Engineering in accordance with Section 131.13 of the City's purchasing regulations regarding the procurement of Professional Services; and

WHEREAS, the City was awarded \$100,000 in grant funding from the State Capital Budget to provide funding support for the design of the bike trail projects.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager be authorized and directed to execute an Agreement between the City of Lebanon and TEC Engineering in the amount of \$142,626, in substantially the same form as the agreement attached hereto as "Exhibit 1".

SECTION 2. This Ordinance is necessary for the immediate preservation of the public peace, health, safety, morals and welfare of the City of Lebanon, then this Ordinance shall become effective at the earliest date allowed by law.

Passed:

Attest:

Clerk of Council

Mayor

Sponsors

Mayor Brewer, Mr. Aylor, Mr. Dearie,
Ms. Monroe, Mr. Shope, Ms. Wyatt
Council members

City
Manager



City
Auditor



City
Attorney

