

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Committee Members: *Kim Chamberland*, Amy Vilardo and Ted Haskins

Wednesday, April 14, 2021 at 5:00pm
City Council Chambers
745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Proceedings: Approval of the April 5, 2021 Public Services Committee Minutes

Agenda Items:

- Discussion: Buses, Through Traffic and Section Revisions to Previously Proposed Ordinance 2021-81
- Discussion: High Street Stormwater
- Discussion: Wallace Waterline Engineering
- And all additional matters that may properly come before the Committee

Adjourn

**Public Services Committee
Meeting Minutes
April 5, 2021**

Kim Chamberland called the meeting to order at 5:00pm.

Present: Kim Chamberland and Ted Haskins, Amy Vilaro

Staff: City Manager Michael Doss; Finance Director Pat Wirthlin and Administrative Assistant Jackie Bain

Visitors: Jon Lenihan, Tina and Scott Humphries and Judy Adkins

Proceedings: Approved the proceedings from the March 11, 2021 Public Services Committee Minutes. All yes

AN ORDINANCE AMENDING SECTION 339.02 OF THE CODIFIED ORDINANCES OF THE CITY OF MILFORD REGARDING USE OF LOCAL STREETS

Ms. Chamberland presented information to the committee for the discussion of the proposed ordinance 2021-81. There was discussion regarding operating a vehicle exceeding a size specified in section 339.03 or exceeding a gross vehicle weight rating (gvwr) of 14,000 pounds upon any street in the City other than a State route, except those local streets designated as a truck route and marked as such by appropriate signage indicating "No Thru Trucks."

Mr. Jon Lenihan discussed that busses whether they be yellow or blue, commercial or school still exceed 14,000 pounds.

Additional information in the regarding the proposed ordinance was also discussed in length including trucks, metro busses, and being consistent.

The safety of the Scenic River Canoe busses was discussed. They have been using that route since 1999. And there have been no accidents involving their buses since 2017 (two incidents).

More discussion regarding the safety concerns on Cleveland Avenue followed. Along with the policies that will apply to the City of Milford and not just one or two streets.

Tina Humphries-Cleveland Ave Milford Ohio

Discussed how this has to do with Scenic Bus Canoes and previous discussions at meetings.

Scott Humphries-Cleveland Ave Milford Ohio

He wanted to point out that not only is this a legal issue but also a safety issue to be cutting thru and there are signs posted stating a 5-ton limit/No Thru Trucks. The Scenic River Busses travel

every 8-10 minutes on Cleveland for 6-8 months out of the year. The alternate route thru Chamber Drive was discussed. Mr. Humphries had copies of the web addresses for his statistics which he handed out to each committee member.

Mr. Doss discussed how the ordinance only allows the additional pounds for vehicles dropping off and delivering and conducting business within the city. It does define the school busses as exempt and also busses as being exempt. The Ordinance is still not allowing those commercial trucks to go through that area. It is only carving out and defining school busses and busses.

Ms. Chamberland added that this is an ordinance across the board. Cleveland Avenue is a thru street that connects Round Bottom to Milford.

Judy Adkins Hickory Street Milford Ohio brought to the committee's attention how the heavy trucks and busses will erode the roads over time.

Mr. Haskins would like to move forward and at least take this to council for debate and discussion.

Ms. Vilardo agreed with Mr. Haskins. We have an ordinance before us to go before council.

Ms. Chamberland agreed and read the following to be discussed with council at tomorrow's City Council meeting (April 6, 2021):

The Committee Agreed to Recommend that the Law Director Draft an Ordinance Amending Section 339.02 Of the Codified Ordinances of The City of Milford Regarding Use of Local Streets

Mr. Doss brought to the committee's attention how the High Street Storm project will have to go out for bid. His intention is to speak to Mr. Ditchen and where we go from there as far as any cost sharing. This project will exceed \$40,000.

Ms. Chamberland spoke about Ms. Rebecca Geiger who just gave us a plug on WVXU 91.7 for all that we have done to make pedestrian crossing safe in the city.

There being no further business, the meeting adjourned at 5:42pm with a motion from Mr. Haskins. Seconded by Ms. Vilardo All agreed

Respectfully submitted,
Jackie Bain, Administrative Assistant

"These minutes have been approved and adopted by Ms. Chamberland, Ms. Vilardo and Mr. Haskins on April 6, 2021"



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

January 20, 2021

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

Mr. Michael Doss, City Manager
City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

RE: Wallace Avenue to Garfield Avenue
Water Tower Discharge Line

Dear Mr. Doss:

Brandstetter Carroll Inc. is pleased to submit this proposal to provide Engineering Services for the Wallace Avenue Water Tower Discharge Line to Garfield Avenue. The total length is approximately 1,200 feet with an estimated construction cost of \$430,000 for new 12" ductile iron pipe. The scope shall be as described in the final Preliminary Engineering Report dated August 2020. Page 11 of the report is attached.

We propose to provide the following services and associated fees:

Survey/Base Map	\$4,000.00
Preliminary Design	\$10,000.00
Total	\$14,000.00

Construction Documents, Permitting, Bidding and Construction Administration services shall be authorized at the appropriate time when these services are necessary.

A geotechnical investigation is not included at this time, if deemed necessary, it may be authorized by the City directly with the geotechnical engineer.

Terms and conditions shall be as per the attached BCI Standard Provisions.

This letter shall serve as our Agreement. Please return a signed copy of this letter to serve as our authorization to proceed.

We appreciate this opportunity to be of service to the City of Milford, Ohio.

Sincerely,
BRANDSTETTER/CARROLL, INC.

Bruce G. Brandstetter, P.E.
Senior Vice President

BGB/smb

Attachment: Page 11 of the Preliminary Engineering Report
BCI Standard Provisions

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
CITY OF MILFORD, OHIO

Signature

Benjamin E. Brandstetter

Printed Name

President

Title

Date

Signature

Printed Name

Title

Date

Table 2.3: Wallace Avenue Discharge Line Preliminary Opinion of Probable Cost

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS @	\$ 15,000.00	\$ 15,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF @	150.00	15,000.00
Furnish & Install 12" DIP & Fittings and Valves	1200	LF @	175.00	210,000.00
Class 'C' Concrete	10	CY @	100.00	1,000.00
Furnish & Install Fire Hydrant	4	EA @	5,000.00	20,000.00
Remove Existing Fire Hydrants	4	EA @	500.00	2,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA @	500.00	2,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA @	500.00	500.00
Additional Excavation	10	CY @	35.00	350.00
Exploratory Excavation	10	CY @	35.00	350.00
Remove Existing Valve Box	15	EA @	300.00	4,500.00
Changing Pipe Sewers	30	LF @	50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	350	LF @	100.00	35,000.00
Furnish & Install Curb & Roadway Box	16	EA @	300.00	4,800.00
Pavement Milling	4000	SY @	5.00	20,000.00
Asphalt Paving	200	CY @	180.00	36,000.00
Remove and Replace Concrete Curb	75	LF @	50.00	3,750.00
Remove and Replace Concrete Sidewalk	200	SF @	10.00	2,000.00
Sub-Total				\$ 373,750.00
Contingencies @ 15%				\$ 56,062.50
Geotechnical Investigation				\$ 6,000.00
Topographic Survey/Base Map				\$ 4,000.00
Design/Construction Documents				\$ 26,000.00
Permitting				\$ 2,000.00
Bidding and Construction Administration				\$ 9,000.00
Inspection				\$ 20,000.00
Total Project Budget				\$ 496,812.50
Round Off @				\$ 500,000.00

In summary, the overall phased improvements to replace the Wallace Avenue Water Tower Replacement and Water Main is:

Tank Replacement	\$3,200,000
Supply Line	\$800,000
Discharge Line	\$500,000
Total	\$4,500,000

BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.
- (2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incident to the responsibilities of the Client.
- (3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
 - (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
 - (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- (5) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.
- (6) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- (7) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.
- (8) **Insurance** The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(14) **Construction Phase Services**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

January 20, 2021

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LEXINGTON
KY 40517
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Mr. Michael Doss, City Manager
City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

RE: Wallace Avenue
Water Tower Supply Line

Dear Mr. Doss:

Brandstetter Carroll Inc. is pleased to submit this proposal to provide Engineering Services for the Wallace Avenue Water Tower Supply Line. The total length is approximately 2,300 feet with an estimated construction cost of \$707,000 for new 12" ductile iron pipe. The scope shall be as described in the September 29, 2020 OPWC Application. Sheet 2 and the Project Cost Estimate per the OPWC application is attached.

We propose to provide the following services and associated fees:

Survey/Base Map	\$5,500.00
Preliminary Design	\$17,000.00
Total	\$22,500.00

The Survey/Base Map shall include the city owned property for the water tower.

Construction Documents, Permitting, Bidding and Construction Administration services shall be authorized at the appropriate time when these services are necessary.

A geotechnical investigation is not included at this time, if deemed necessary, it may be authorized by the City directly with the geotechnical engineer.

Terms and conditions shall be as per the attached BCI Standard Provisions.

This letter shall serve as our Agreement. Please return a signed copy of this letter to serve as our authorization to proceed.

We appreciate this opportunity to be of service to the City of Milford, Ohio.

Sincerely,
BRANDSTETTER/CARROLL, INC.

Bruce G. Brandstetter, P.E.
Senior Vice President

BGB/smb

Attachment: Sheet 2 per OPWC Application
Cost Estimate per OPWC Application
BCI Standard Provisions

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
CITY OF MILFORD, OHIO

Signature

Benjamin E. Brandstetter

Printed Name

President

Title

Date

Signature

Printed Name

Title

Date

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>22,000</u> .00	Includes Survey/Base Map	
Final Design:	<u>25,500</u> .00		
Construction Administration:	<u>29,000</u> .00	Includes Inspection	
Total Engineering Services: Includes Inspection	a.) <u>76,500</u> .00		<u>12</u> %
Right of Way:	b.) <u>0</u> .00		
Construction:	c.) <u>615,200</u> .00		
Materials Purchased Directly: Geotechnical	d.) <u>6,000</u> .00		
Permits, Advertising, Legal:	e.) <u>2,000</u> .00		
Construction Contingencies:	f.) <u>92,300</u> .00		<u>15</u> %
Total Estimated Costs:	g.) <u>792,000</u> .00		

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) <u>0</u> .00		
Local Revenues:	b.) _____ .00		
Other Public Revenues:	c.) _____ .00		
ODOT / FHWA PID: _____	d.) _____ .00		
USDA Rural Development:	e.) _____ .00		
OEPA / OWDA:	f.) _____ .00		
CDBG:	g.) _____ .00		
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: <u>0</u> _____	h.) _____ .00		
Subtotal Local Resources:	i.) <u>0</u> .00		<u>0</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>79</u> % of OPWC Funds	j.) <u>625,680</u> .00		
Loan: <u>21</u> % of OPWC Funds	k.) <u>166,320</u> .00		
Loan Assistance / Credit Enhancement:	l.) <u>0</u> .00		
Subtotal OPWC Funds:	m.) <u>792,000</u> .00		<u>100</u> %
Total Financial Resources:	n.) <u>792,000</u> .00		<u>100</u> %

PRELIMINARY OPINION OF PROBABLE COST
WALLACE AVENUE WATER TOWER SUPPLY LINE
MILFORD, OHIO
PROJECT NO. 20036



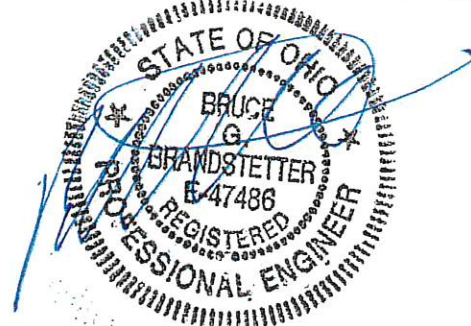
9-Sep-20

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS @	\$ 20,000.00	\$ 20,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF @	150.00	15,000.00
Furnish & Install 12" DIP & Fittings and Valves	2200	LF @	175.00	385,000.00
Class 'C' Concrete	10	CY @	100.00	1,000.00
Furnish & Install Fire Hydrant	7	EA @	5,000.00	35,000.00
Remove Existing Fire Hydrants	6	EA @	500.00	3,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA @	500.00	2,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA @	500.00	500.00
Additional Excavation	10	CY @	35.00	350.00
Exploratory Excavation	10	CY @	35.00	350.00
Remove Existing Valve Box	15	EA @	300.00	4,500.00
Changing Pipe Sewers	30	LF @	50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	700	LF @	100.00	70,000.00
Furnish & Install Curb & Roadway Box	35	EA @	300.00	10,500.00
Pavement Milling (Lane Width)	3000	SY @	5.00	15,000.00
Asphalt Paving	175	CY @	180.00	31,500.00
Remove and Replace Concrete Curb	200	LF @	50.00	10,000.00
Remove and Replace Concrete Sidewalk	1000	SF @	10.00	10,000.00
Sub-Total				\$ 615,200.00
Contingencies @ 15%				\$ 92,280.00
Geotechnical Investigation				\$ 6,000.00
Topographic Survey/Base Map				\$ 5,000.00
Design/Construction Documents				\$ 42,500.00
Permit Fees				\$ 2,000.00
Bidding and Construction Administration				\$ 9,000.00
Inspection				\$ 20,000.00
Total Project Budget				\$ 791,980.00
Round Off @				\$ 792,000.00

Note: Pipe installation cost includes pavement restoration

This to certify that based upon satisfactory completion and normal conditions, the useful life of this watermain will exceed 75 years.

bgb 090920



BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

(6) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance** The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(14) **Construction Phase Services**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.