

First Reading: February 6, 2014
Second Reading: dispensed

RESOLUTION 2014- 09

A RESOLUTION DETERMINING TO IMPROVE THE SAFETY OF GALBRAITH ROAD AND MONTGOMERY ROAD IN SYCAMORE TOWNSHIP BY RELOCATING UTILITIES UNDERGROUND AND AUTHORIZING A CONTRACT WITH BRANDSTETTER/CARROLL, INC. DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees is desirous of making improvements to Galbraith Road and Montgomery Road in Sycamore Township by relocating utilities underground as set forth in Hamilton County Engineer's Office Document HCEO #531353 and obtaining a right of way survey and topographic survey (the "Galbraith/Montgomery Utility Project"); and

WHEREAS, the Board of Township Trustees desires to contract for engineering services and, in cooperation with the Hamilton County Engineer has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the Galbraith/Montgomery Utility Project; and

WHEREAS, the Board of Township Trustees desires to proceed with the Galbraith/Montgomery Utility Project and to contract with Brandstetter/Carroll, Inc. for engineering services for the Galbraith/Montgomery Utility Project;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board determines to implement provisions of document HCEO #531353 of the Hamilton County Engineer's Office by proceeding with the Galbraith/Montgomery Utility Project. The attached proposal for the Galbraith/Montgomery Utility Project is approved and the Acting Township Administrator is hereby authorized and directed to contract with Brandstetter/Carroll, Inc. to provide the engineering for the Galbraith/Montgomery Utility Project as set forth in the proposal.

SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Sycamore Township. The reason for the emergency is to provide for safe roads and streets in Sycamore Township.


VOTE RECORD:

Mr. Bishop AYE Mr. Connor AYE Mr. Weidman AYE

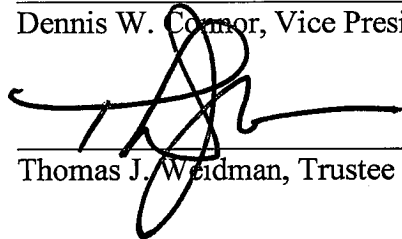
PASSED at the meeting of the Board of Trustees this 6th day of February, 2014.



Cliff W. Bishop, President



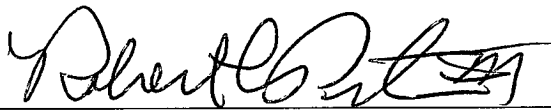
Dennis W. Connor, Vice President



Thomas J. Weidman, Trustee

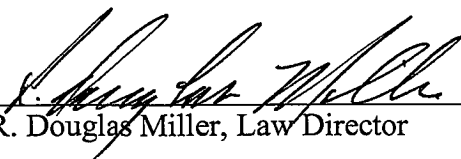
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 6th day of February, 2014.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director



Brandstetter Carroll Inc.

We Enhance Community and Quality of Life

308 East Eighth Street, Cincinnati, Ohio 45202
513.651.4224 VOICE 513.651.0147 FAX

January 21, 2014

Tracy Kellums, Road Superintendent
Sycamore Township
8540 Kenwood Rd.
Cincinnati, OH 45236-2010

RE: Galbraith Road and Montgomery Road
Relocation of Utilities Underground

Dear Mr. Kellums:

We are pleased to present this Proposal to provide Engineering Services for the proposed improvements along both Galbraith Road and Montgomery Road to relocate overhead utilities underground. Brandstetter Carroll Inc. (BCI) has been involved in the improvements associated with this area of the Township since 2007 and we look forward to our continued role in improving the aesthetics along Montgomery and Galbraith Roads.

The overall scope of services for this project are based upon the Hamilton County Engineer Office Scope of Services document (HCEO #531353) which is contained by reference.

The improvements shall be based upon a continuation of the previous projects along with the additional scope included in the RFQ. A Right-of-Way Base Map Survey and Topographic Survey are included in the Scope of Services and have been included in the proposed fee below.

BCI is proposing the following lump sum fees:

Right of Way Survey	\$ 10,000.00
Topographic Survey	19,800.00
Phase A Design	81,600.00
Phase B Design	<u>72,900.00</u>
Total	\$184,300.00

Bidding, Construction Administration and Inspection services shall be provided under separate written agreement.

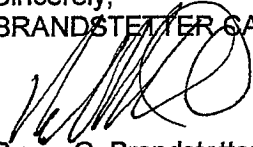
BCI's Standard Provisions are hereby incorporated by reference. Billing and payment for these services shall be monthly.

Tracy Kellums, Road Superintendent
Sycamore Township

January 21, 2014
Galbraith Road and Montgomery Road
Page 2

Please review and contact us with questions. As always, we appreciate this opportunity to continue to be involved in the redevelopment of Sycamore Township.

Sincerely,
BRANDSTETTER CARROLL INC.



Bruce G. Brandstetter, P.E.
Vice President

cc: Benjamin Brandstetter
File

Attachments

PROPOSED BY:

BRANDSTETTER CARROLL INC.

Name: _____

Lawrence W. Brandstetter

Title: _____

President

Date: _____

ACCEPTED BY:

SYCAMORE TOWNSHIP, OHIO

Name: _____

Title: _____

Date: _____

ATTACHMENT "B"
Final Project Cost
Galbraith Road and Montgomery Road Underground Utilities
Sycamore Township, OH
January 21, 2014

Tasks	Labor Hours							TOTAL Hours	Direct Labor Cost	Indirect Labor Cost	Subcontractor Cost	Other Direct Costs	Total Labor Cost
	Project Manager	Project Engineer	Right of Way Designer	Survey Crew	CAD Tech	Office	QC/QC						
1.0 Field Work Research	55.0	42.80	35.20	32.50	37.00	30.00	18.00	42.20					
1.1 Survey													
1.1.1 Topographic Survey	4			30				34	\$3,561	\$10,624			\$14,185
1.1.2 Dred Research and Boundary													
1.1.3 CAD Mapping/Utility Coordination											\$10,000		\$10,000
1.1.4 Utility Research	6				80		8	104	\$3,109	\$9,328			\$12,437
Phase A Plans													
1.2 Horizontal Alignment (Plan Sheet Prep)	8	24						32	\$1,182	\$3,547			\$4,729
1.3 Vertical Alignment (Plan Sheet Prep)	8	24						32	\$1,182	\$3,547			\$4,729
1.4 Typical (Restoration and Sidewalk) Sections	20	10						30	\$2,255	\$6,765			\$9,020
1.5 Cross Sections	20	40						60	\$2,255	\$6,765			\$9,020
1.6 Utility Coordination													
1.6.1 Signal Warrant Analysis (Not Required)	4							4	\$51	\$1,354			\$1,405
1.6.2 Shipping/Signing Plan	10	20						30	\$1,170	\$3,510			\$4,680
1.6.3 Maintenance of Traffic Plan	5	10						15	\$585	\$1,755			\$2,340
1.6.4 Signal Design (Total of 3)	75	15						90	\$3,184	\$9,552			\$12,736
1.6.4 Provisions	32	18						50	\$2,410	\$7,229			\$9,639
1.6.4 Provisions and Details	4	12			16			32	\$951	\$2,853			\$3,804
1.6.4 Provisions Review	40	60						100	\$3,612	\$11,436			\$15,048
1.9 Conduit Layout	15	15						30	\$1,187	\$3,561			\$4,748
1.10 ODOT Coordination	20					20		40	\$1,481	\$4,443			\$5,924
1.11 Phase A Plan Preparation and Oversight	20	291	317	0	80	108	8	862	\$32,135	\$98,473	\$15,000		\$145,608
Subtotals													
2.0 Phase B Plans													
2.1 Title Sheet	2				4			6	\$208	\$617			\$825
2.2 Schematic Site Plan	4	8						12	\$381	\$1,144			\$1,525
2.3 Update Typical (Restoration and Sidewalk) Sections	4	8			8			20	\$743	\$2,229			\$2,972
2.4 Update Plan and Profile Sheet/Restoration Plan	20	15			24			59	\$2,135	\$6,405			\$8,540
2.5 Update Cross Sections	30	40						70	\$2,703	\$8,109			\$10,812
2.6 Update Conduit Layout	8	8						16	\$622	\$1,867			\$2,489
2.7 ODOT Coordination	8	8			16			32	\$715	\$2,145			\$2,860
2.8 Update Signal Design and Lighting	5	16						21	\$753	\$2,259			\$3,012
2.9 Update RW Needs	4	4						8	\$293	\$879			\$1,172
2.10 General Summary General Notes and Specs	10	20	12		8			50	\$1,845	\$5,535			\$7,380
2.11 Update Plans to Final Format	15	15						30	\$1,187	\$3,561			\$4,748
2.12 Update into MDT Plan	30	183	202	0	60	16	20	511	\$19,940	\$59,546	\$0		\$79,486
2.13 Cost Estimate and Quantities													
2.14 Phase B Plan Preparation and Oversight													
Subtotals													
3.0 Utility Coordination													
3.1 Utility Coordination	25	25						50	\$1,945	\$5,835			\$7,780
3.2 Phase B	25	25						50	\$1,945	\$5,835			\$7,780
Subtotals													
4.0 Preliminary RW Plans													
4.1 RW Plans	0	0	0	0	0	0	0	0	\$0	\$0			\$0
4.2 Utility Reconciliation	0	0	0	0	0	0	0	0	\$0	\$0			\$0
Subtotals													
5.0 Final Plans													
5.1 Update Plans to Final Plan Format	5	30						35	\$1,187	\$3,561			\$4,748
5.2 Update Plans to Final Plan Format	5	30						35	\$1,187	\$3,561			\$4,748
Subtotals													
6.0 Final RW Plans and Plots													
6.1 Update RW Plans and Plots to Final Format	0	0	0	0	0	0	0	0	\$0	\$0			\$0
6.2 Legal Descriptions	0	0	0	0	0	0	0	0	\$0	\$0			\$0
Subtotals													
Grand Totals	65	544	604	0	80	166	24	1,533	\$71,477	\$183,368	\$15,000	0	\$199,845

Notes:
1. Units of project are per HCEP scope.
2. Units of project are per HCEP scope.
3. Minor amounts are anticipated along Galbraith Road due to sidewalk.

Labor Multiplier: 3
SOC Multiplier: 3

**ATTACHMENT B
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) 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.
- (g) 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) **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.

(7) **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.

(8) **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.

(9) **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 \$25,000, 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 9 is intended solely to limit the remedies available to the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **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.

(11) **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.

(12) **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.

(13) **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.

(14) **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.

X:\BCI Standard Provisions