



## RESOLUTION 2024-40

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EMH&T FOR THE PURPOSE OF PERFORMING PROFESSIONAL ENGINEERING SERVICES FOR THE 2025-2029 STREET AND PATH MAINTENANCE PROGRAM**

**WHEREAS,** the City of Powell Council hereby determines it is in the best interest of the City to engineer the improvements for the 2025-2029 Street and Path Maintenance and Repair Program; and

**WHEREAS,** the 2025 Street and Path Maintenance Program was approved by the City of Powell Council with the 2025-2029 Capital Improvement Program; and

**WHEREAS,** the City has sought to enter into a professional service agreement to procure these professional engineering services for the 2025-2029 Street and Path Maintenance Program; and

**WHEREAS,** the multi-year agreement will ensure consistent, reliable, and cost-effective engineering services that are unique to the Powell Community; and

**WHEREAS,** the services rendered will be negotiated with EMH&T each year based the program that is approved through the Capital Improvement Plan; and

**WHEREAS,** Council desires to authorize the City Manager to enter into such an agreement with EMH&T.

### **NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:**


Section 1: That the City Manager is hereby authorized and directed to enter into a professional services agreement with EMH&T, in a form acceptable to the Director of Law and a contract amount of approximately \$362,000.00 for professional engineering services related to the design and inspection of the 2025 Street and Path Maintenance Program.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

City Council  
Tom Counts, Mayor

Leif Carlson    David Lester    Christina Drummond    Heather Karr    Ferzan Ahmed    Tyler Herrmann

Section 3: This Resolution shall be in full force and effect immediately upon adoption.

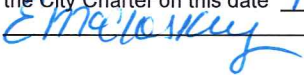
  
\_\_\_\_\_  
Tom Counts  
Mayor

10/15/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elaine McCloskey  
City Clerk

10/15/24  
\_\_\_\_\_  
Date

EFFECTIVE DATE: October 15, 2024

This legislation has been posted in accordance with the City Charter on this date 10/16/24  
  
\_\_\_\_\_  
City Clerk



Engineers, Surveyors, Planners, Scientists

September 27, 2024

Mr. C. Aaron Stanford, PE  
City Engineer  
City of Powell  
47 Hall Street  
Powell, Ohio 43065

Subject: 2025 Street and Path Maintenance Program  
Proposal for Professional Services

Dear Mr. Stanford,

EMH&T is pleased to provide our proposal for professional services for program design and development, bidding assistance, and construction phase services for the City of Powell's 2025 Street and Path Maintenance program. It is anticipated that this program will include resurfacing of streets, shared-use paths, preventative maintenance, and other related work. The scope of services presented herein is based upon the following assumptions.

#### PROJECT ASSUMPTIONS

1. The construction budget for the 2025 Program is approximately \$2,500,000 and, based on previous Powell maintenance program experience, EMH&T anticipates the budget may be subdivided in the following way:
  - a. Shared-use path maintenance and resurfacing: \$500,000+/-
  - b. Preventative maintenance (crack sealing, etc.): \$50,000+/-
  - c. Miscellaneous maintenance (guardrail, inlet repairs, etc.): \$100,000+/-
  - d. Remaining balance for street maintenance and resurfacing: \$1,850,000+/-
2. The street and trail focus areas will be derived from the 2024 Pavement Condition Index data and reports prepared for the City by PMG and supplemented with other priority areas identified by City Staff.
3. Two of the roadway sections that will be repaired in 2025 were unfunded additional bids from the 2024 Street and Path Maintenance Program: Presidential Parkway and Salisbury Drive.
4. The Adventure Park Parking Lot, which is currently under design by EMH&T, will be bid with this program and construction phase services for this parking lot is included in the scope and fee presented below. The estimated construction cost for the parking lot improvement is \$600,000+/- and it is anticipated the schedule for this work will run concurrently with the street program, but may require a second resident project representative for a portion of the construction duration.
5. The City has requested detailed curb ramp plans with proposed grades to show transition panel layout, curb/sidewalk replacement limits, yard grading, and/or grade wall (structurally designed retaining walls are not anticipated to be necessary) locations be provided with the construction documents. Without knowing the exact program streets, their proximity to one another (for establishing survey control), and number of curb ramps to be prepared, EMH&T has presented a scope and fee for this effort, which is based on the following assumptions:
  - a. Survey: It is anticipated that no more than five days of field work and related data processing and QA/QC time will be required to capture the existing topography at the locations of proposed curb ramp replacement.
  - b. Curb ramp layout: The fee for intersection and curb ramp details assumes that no more than 40 curb ramp layouts will be prepared. This number appears to be consistent with the

- number of ramps that were replaced in the 2024 program when scaled up to the larger 2025 program budget.
- c. Should the survey field time or number of ramps increase above these assumptions, a modification for additional services may be requested.
6. The construction services scope and fee is based upon a 120 consecutive calendar day construction duration. Should this duration be exceeded or additional work be added to the scope, a fee modification may be requested.
  7. Design and bidding phase deliverables will include:
    - a. Candidate project lists for the street and path programs based on PMG data.
    - b. Project exhibits with an aerial photo background showing limits of work on each street and path section (identical to EMH&T's previous deliverables on the 2023-2024 Street Program).
    - c. Curb ramp detail drawings with elevations and limits of sidewalk and curb replacement shown. These drawings will be prepared at a horizontal scale of 1"=10'.
    - d. Supplemental specifications to be included with the bidding and contract documents
    - e. City maps showing the improvements proposed will be prepared for both the preliminary and final programs.
    - f. Detailed construction cost estimates and estimates of quantity for each street and path section. The final estimate will be combined into base and additional bids.
    - g. Additional details needed that are not available as standard drawings (guardrail, grade walls, etc.) will be prepared and included in the documents.
    - h. Construction documents for Adventure Park Parking Lot will be included in the bid documents for this project.
    - i. The City's standard bid document will be updated for this project
    - j. Post-bid documentation to include a bid tabulation, award recommendation, and conformed contract documents.

## SCOPE OF SERVICES

The scope of services for this project is based on the City's RFQ and supplemented or reinforced as follows:

1. Street Maintenance and Repair Program
  - a. A kick-off meeting will be held with the City to discuss the pavement and path rating data, priority areas for the City, preventative maintenance areas and technologies, and other miscellaneous repairs (guardrail, storm sewer, etc.). EMH&T will prepare an agenda for all meetings with the City. An initial design schedule meeting the goals outlined in the RFQ will be presented at the kick-off meeting.
  - b. Review PMG street condition data and make a recommendation for a preliminary list of streets to be included in the program. In addition to the condition data, other factors such as grouping street segments that are located in the same vicinity, continuing progress in areas that were included in previous street programs, and incorporating and City Staff priorities will be considered.
  - c. EMH&T will perform field visits to measure and quantify the following:
    - i. Resurfacing limits
    - ii. Full depth pavement repair areas
    - iii. Curb replacement
    - iv. Curb ramp compliance assessment and replacement needs
    - v. Sidewalk condition (panels with tripping hazards greater than 1-in offset)
      1. Street tree assessment by EMH&T's landscape architecture group
    - vi. Curb inlet condition and repairs, adjustments, or replacement
    - vii. General drainage review to identify any low spots in curbs or adjacent yard areas that hold water

- viii. Potential public or private utility conflicts
  - d. Preliminary construction cost estimates will be prepared for each street and presented to the City with a color-coded map for repairs that can be shared with project stakeholders and City Council.
  - e. A preliminary design review meeting will be conducted with the City to review the preliminary list of streets and paths, proposed scope of work for each street, cost estimates, and project budget. During this meeting the list of improvements may be scaled back or decisions may be made to bid some streets/paths as additional / alternate bids. The objectives for this discussion are to confirm the program and narrow down the list of streets/paths to a final group prior to entering the final stages of design and program development.
  - f. Once the list of program areas is refined, EMH&T will engage a subconsultant to collect pavement cores on each roadway segment as outlined in the City's RFQ. This data will be used to finalize the pavement sections for resurfacing and spot full-depth reconstruction. This data will be provided to the bidders in the bid and contract documents.
  - g. Additionally, once the final list of streets and paths is identified, survey and grading plans will be prepared for curb ramp replacements as more fully described in Sections 3 and 4 of this Scope of Services.
  - h. Once the final list of street and path segments and other related work have been fully defined and detailed in the construction documents, EMH&T will conduct a final review meeting with the City. Any additional feedback provided by the City will be incorporated into the construction documents and the strategy for bidding (multiple contracts, additional / alternate bids) will be discussed and agreed upon. At this stage, EMH&T will prepare the City's bid documents for bidding this project.
  - i. EMH&T will prepare an overview exhibit / map of the final program for City Staff to share with Council and the public.
2. Path Maintenance and Repair
- a. Simultaneously with the efforts outlined in Section 1 of this Scope of Services, EMH&T will prepare the shared-use path maintenance plan beginning with a review of PMG pavement condition data. The efforts relating to the path program will be timed-up with the street program to allow the path improvements to be discussed during the progress meetings.
  - b. EMH&T will visit each location included on the preliminary list of proposed path segments to review drainage, street crossings, driveway crossings, utility issues, street trees, guardrails, and other potential conflicts which may necessitate ancillary improvements.
  - c. Preliminary and final construction cost estimates will be prepared for each path section. The proposed path improvements will be included on overall program exhibits and details relating to this portion of the improvement will be discussed at progress meetings with Staff.
  - d. City feedback will be incorporated into the design following each progress meeting and a final plan, estimate of quantities, and engineer's estimate of probable cost will be provided for the path improvements.
3. Curb Ramp Survey
- a. Once the preliminary list of street and path improvements has been narrowed down (following the first progress meeting), EMH&T will initiate field survey for the intersections where curb ramp replacement is prescribed.
  - b. Survey will be performed along the existing curb line, curb ramp, and sidewalk areas. Features along the curb or in the tree lawn, such as inlets, manholes, utility markers, water valves, etc. will be located.
  - c. In order to expedite this survey effort, which will likely move to several different locations around the City, it is proposed that EMH&T perform the topography to local datums that will be established at each location and be reused by the contractor when setting forms.
  - d. Horizontal coordinates will conform to the State Plane Coordinate System.

- e. No boundary survey will be performed as it will be assumed that all existing and proposed sidewalk and ramps will be located within the existing public right-of-way. The drawings will use GIS and recorded plat data to show existing right-of-way lines.
4. Curb Ramp Design
- a. EMH&T will create a base map using survey, GIS, record plan and plat, and aerial photo data for the purpose of layout out curb ramp and transition panel sidewalk improvements.
  - b. Grading plans will be prepared showing the proposed curb ramp layout with corner shots on panels and “match existing” points showing the limits of transition panel replacement.
  - c. Any areas where the sidewalk has been lowered to a point where yard grading exceeds a 4:1 slope will be identified and shared with City Staff. If needed, grade walls will be shown on the drawings with top and bottom of wall elevations. Nonstructural grade wall material (poured concrete, stacked stone, modular block, etc.) called-out on the plan will be the City’s preference.
5. Bidding Assistance
- a. EMH&T will customize the City’s standard bid documents to this project and prepare the necessary bid forms, supplemental project information, and Notice to Contractors.
  - b. During bidding, EMH&T will assist in the review of requests for information from bidders and will prepare addenda as needed.
  - c. Following bidding, the bid tabulation, award recommendation, and conformed contract set will be prepared and submitted to the City to execute the contract.
6. Construction Administration
- a. Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, utilities, Police, Fire, and any other stakeholders, as requested by the City. EMH&T will provide the following for the meeting:
    - i. Meeting agenda
    - ii. Sign-in sheet
    - iii. Meeting minutes for the City and attendees
  - b. Prepare shop drawing submittal log, review and track shop drawings and other submittals.
    - i. Along with the City, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications and provide recommendations.
    - ii. EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.
    - iii. Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
    - iv. Upon request reviewed submittals and shop drawings will be logged and provided to all interested project parties.
    - v. Submittals requiring specific comments from the City will be provided to the City such as; MOT plans and resident/business notifications.
  - c. Conduct periodic Progress Meetings (or as otherwise directed by the City) with the City, Design Engineer, Contractor, Subconsultant, and other project stakeholders. EMH&T will provide the following for the meeting:
    - i. Meeting agenda, which will include;
      - 1. Recap of current project status, current revised contract amount, project elapsed time and percent complete,
      - 2. Updated list of current project management personnel,
      - 3. Review of previous meeting minutes,
      - 4. Review project safety concerns,
      - 5. Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site,
      - 6. Analysis of current schedule and work completed to date,
      - 7. Discuss potential ongoing project delays,
      - 8. Update delivery schedule for long lead items,

9. Updated submittal log and discuss outstanding submittals for review,
  10. Status of all change orders, change requests and requests for information,
  11. Status of all pay requests,
  12. Follow-up on outstanding items and issues along with new items and issues to be reviewed
  13. Review drawings with updates provided by Contractor.
- ii. Document attendance
  - iii. Meeting minutes for the City, Engineer, and attendees
- d. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the City for review and comment.
    - i. EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
    - ii. Make recommendation to the City for time extension requests from the Contractor.
    - iii. If required, ask the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements.
    - iv. Provide guidance to help minimize delays and regain time lost due to delays.
  - e. Review Requests for information and facilitate change orders
    - i. EMH&T will review requests for information and coordinate clarification to the Contractor.
    - ii. Change orders will be reviewed by EMH&T and all parties, as required, to determine conformance with contract plans and specifications prior to City's approval.
  - f. EMH&T will maintain logs of quantities and prepare/generate pay documentation for the City and Contractor.
    - i. Maintain daily logs of quantities for payment.
    - ii. Generate/review monthly and final pay estimates.
    - iii. Generate change orders and process for Contractor and City.
    - iv. Maintain a record of the work performed to include correspondence and daily project representation reports.
  - g. EMH&T will conduct periodic (typically bi-weekly) project walkthrough's with the City and generate and maintain an active punch list. EMH&T will coordinate this punch list at progress meetings.
  - h. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings (plan-set projects).
  - i. EMH&T will prepare and provide record drawings of the completed work.
  - j. EMH&T will coordinate with the City and Contractor prior to conducting the pre-final walkthrough to allow the City and Contractor to provide input and participate in the field walkthrough and documented deficiencies.
  - k. EMH&T will conduct final project walk through with the City and generate a final punch list.
    - i. Prepare punch list for work performed not in accordance with the contract documents.
    - ii. Re-inspect punch list work until completed in accordance with the contract documents
    - iii. Submit a recommendation for acceptance of the project.
  - l. Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be made electronically available (via ShareFile) to the Owner for future retention.
  - m. Project Closeout
    - i. EMH&T will coordinate with the City prior to conducting the one-year punch list to allow the City to provide input and participate in the warranty walk. EMH&T will prepare a

one-year warranty punch list and coordinate with the Contractor to address required warranty work. EMH&T will provide:

1. Final Project walkthrough and punch list.
2. Substantial Completion Affidavit.
3. 1 Year Warranty Review.
4. Certificate of Final Acceptance.

7. Resident / Standby Project Representation

- a. Resident Project Representatives, (RPR) provide full and part-time observation. Full time observation is defined as approximately 8 hours per day, for the duration of the Contractor's work. Provide on-site project representation during the contract duration, as required, and as coordinated with the City to support administration and oversight of the said improvements.
- b. EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- c. Assist in coordination of material testing, as needed. Material testing will be completed under a Subconsultant contract with a third-party provider.
- d. The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- e. EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City immediately of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.
- f. EMH&T's RPR will bring to the immediate attention of the City instances:
  - i. Where the Contractor fails to follow the terms of the Contract documents.
  - ii. When the Contractor acts in a manner which is not in the best interest of the City.
  - iii. When the Contractor's proposed schedule of work is in conflict with the project related submittal review process.
- g. The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner to avoid negative impact to subsequent work. Final Project walkthrough and one-year warranty punch list will be conducted as defined above.
- h. Punch list items will be coordinated with the Contractor and the RPR will observe the work until it is completed in accordance with Contract documents, or as accepted by the City.
- i. RPR will observe completed work and provide the City a recommendation for acceptance. Copies of the daily observation reports will be made available for the City's review upon request, or periodically as required.

8. Pavement Cores and Material Testing (Subconsultant)

- a. Provide pavement cores on each street to be included in the final list of proposed improvements. Cores will be performed as stipulated in the City's RFQ with both centerline and road edge locations. A core report will be provided to the design team and core data will be included in the bid and contract documents.
- b. During construction the coring and material testing subconsultant will perform the following:
  - i. Nuclear density testing of roadway aggregate base.
  - ii. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
  - iii. Prepare and test concrete compressive strength cylinders for various placements.
  - iv. Copies of the material testing reports will be made available for the City.



**FEE**

These services will be provided as per the conditions of the City of Powell’s standard consultant agreement and EMH&T’s current fee schedule. Fees for the work described within the Scope of Services shall not exceed the amount shown in the fee table below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

**Task Description and Fee**

1. Street Maintenance and Repair.....	\$58,000
2. Path Maintenance and Repair .....	\$16,000
3. Curb Ramp Survey.....	\$22,000
4. Curb Ramp Design.....	\$21,000
5. Bidding Assistance .....	\$6,000
6. Construction Administration .....	\$68,000
7. Resident Project Representation .....	\$151,000
8. Pavement Cores and Material Testing (Subconsultant).....	\$20,000
<b>Total Base Scope of Services .....</b>	<b>\$362,000</b>

**SCHEDULE**

EMH&T understands that the City intends to authorize a consultant on or around November 1, 2024 and is requesting final construction drawings by January 30, 2025. Once authorized, we will develop a design schedule conforming to these requested dates.

EMH&T appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance.

Respectfully submitted,  
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan M. Andrews, PE  
Principal

**Acceptance and Authorization to Proceed**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name and Date

