



ARCHITECTS. ENGINEERS. PLANNERS.

March 8, 2021

City of Powell
Chris Huber, PE
City Engineer
47 Hall Street
Powell, OH 43065

RE: CIP Program Development
Location: Powell, OH
Proposal #21105

Dear Mr. Huber:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

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Sincerely,
OHM Advisors

Russell Critelli, PE, PMP
Project Manager/Principal
Russ.critelli@ohm-advisors.com
D: 216.865.1339

Authorization to Proceed

Signature _____ Date _____

Printed Name _____ Title _____

Approved to Form

Signature _____ Date _____

Printed Name _____ Title _____



Project Understanding

The following approach was designed to achieve the objectives outlined in the RFQ. The proposed approach is organized into five phases outlined below.

Phase I – Investigate

Task #1.1 Project Kick-off

OHM will host a ‘kickoff’ work session with the client. the intent of this session is to familiarize the OHM Advisors team with key planning and development issues, identify key leadership and critical stakeholders to participate in the CIP process (CIP Advisory Committee), establish program goals, and establish desired schedule. OHM will coordinate with the City to layout a detailed program schedule to meet the desired timeline while ensuring necessary involvement from department leaders, public and stakeholders.

Task #1.2 Data Collection and Mapping

During this task OHM will work with the City to create a list of all relevant plans and data that may inform the CIP development process. OHM will create a final document and data list and submit to the City. Upon receipt of the document OHM will:

- OHM anticipates utilizing previously developed and accepted plans as a baseline to develop the CIP program. Specifically, a review of the “Keep Powell Moving Plan” will be referenced in advance of outlining steps in the CIP plan.
- Review of all department inventory, asset management, and programming goals, priorities and needs.
- Review revenue projections and current/ future commitments
- Interview key leadership and stakeholders.
- Prepare all necessary base maps for planning purposes, as necessary.
- Review all other data and documents provided by the City that pertain to the CIP planning process.

Task #1.3 Staff and Leadership Interviews

During this task OHM will conduct interviews with key staff members and City leadership. the purpose of the interviews will be to identify and discuss upcoming projects that should be considered as part of the CIP planning process, as well as identifying other goals and objectives for the CIP process. Up to ten 30-minute interviews will be conducted.

Phase I Deliverables:

- *Stakeholder list*
- *Project Schedule*
- *Base maps as needed.*
- *Technical memorandum summarizing interviews.*



Phase II – Develop Project Framework and Guidelines

During this Phase OHM will work with the client team and CIP Advisory Committee to formulate a list of CIP projects and develop criteria for evaluating the projects. This will be an important Phase to set the stage for development a refined list of CIP projects that are clear and defensible and will result in the development of an evaluation tool that is tailored to Powell and can be used as part of future CIP planning.

Task #2.1 CIP Advisory Committee Meeting 1 – Identifying Projects, CIP Goals, and Criteria

This task will work towards establishing SMART goals and defining the elements of the CIP. OHM will guide the CIP through a work session and cover the following.

- Introduce team.
- Review project schedules, goals, roles, and responsibilities
- Brainstorm goals and project evaluation criteria
- Present an audit of existing plans and pipeline projects.
- Present draft CIP project list
- Brainstorm/Idea gathering to further develop full CIP ‘idea list.’

Task #2.2 Develop Project Evaluation Tool

During this step OHM will use the output from Task 2.1 (evaluation criteria brainstorm) as a baseline from which to develop an evaluation tool for identified CIP projects. OHM will also add to and refined the tool based on experience and best practices in CIP planning and evaluation. The outcome will be a draft evaluation matrix to score identified CIP projects. The tool will include a prioritization system to evaluate projects that meet the conditions for CIP which may include:

- Public health
- Economic goals and objectives
- Support and expand other project and programs.
- Environmental sustainability considerations
- Public private partnership opportunities
- Funding
- Etc.

Task #2.3 CIP Advisory Committee Meeting 2–Evaluate & Refine Project List and Evaluation Tool

During this task OHM will present the draft CIP evaluation tool to the committee for review. Through an auditing process OHM will work with the committee to refine the list and develop a weighted scoring system for the criteria that aligns with CIP goals, as well as the broader vision, goals, and values of the city. The committee will also be asked to review and approve the final master list of identified CIP projects.

Task #2.4 CIP Advisory Committee Project Scoring

During this task OHM will prepare a CIP project scoring/ evaluation worksheet. The worksheet will be print and on-line and be sent to the committee to complete. The results will be reviewed, tabulated, and presented in Phase 3.

Phase II Deliverables:

- *Draft CIP project list*
- *Project evaluation tool*
- *Project evaluation worksheet*



Phase III – Evaluate, Engage & Communicate

Task #3.1 CIP Advisory Committee 3

OHM will hold a workshop with the CIP Advisory Committee to present and review the evaluation scoring criteria. The top ‘priority’ projects (10-20) will be identified. OHM will work with the committee through project development activity to further develop each of the project. This will be better understanding the project purpose, extends, goals etc. the outcome will be a blueprint for each priority project.

Phase IV – Develop the Plan

Task #4.1 Preliminary Engineering, Budgets and Funding

With a developed draft CIP project list, OHM will perform preliminary engineering on the priority projects, generate opinions of cost, create supporting documentation, and exhibits, and identify implementation steps and funding for the priority projects. With our partner firm NUEVADO, the prioritized projects will be reviewed against potential funding sources. OHM team will work with the city leadership and finance director to identify financial commitments and program budget needs for each project as appropriate.

Phase IV Deliverables:

- *Draft CIP Plan*
- *Opinions of cost and exhibits for priority projects.*
- *Funding Plan*

Phase V – Finalize & Implement

Task #5.1 Prepare Draft

OHM will prepare a final CIP Plan. The plan will include the list of CIP projects, evaluation tool, and list of priority projects. The priority projects will be listed in more detail and include a clear path toward implementation. An implementation matrix will also be included, in draft format, but further developed in Task 5.2 with the CIP Advisory Committee meeting.

Task #5.2 CIP Advisory Committee 4

The final CIP plan to the Advisory Committee for review and comment. Following the meeting OHM will make up to two rounds of edits to the plan.

Task #5.3 Community Input/Comment Session

During this step OHM will conduct a second round of community input. This may be conducted in person, on-line, or both at the direction of the client.

Task #5.4 Finalize and Submit 5-Year CIP

OHM will finalize the 5-year CIP and make a formal presentation to council if needed/requested by the client.

Phase V Deliverables:

- *Final CIP Plan*
- *Community Session materials*



Price Proposal (Cost Plus Not To Exceed)

#	<i>Phase I - Investigate</i>	<i>Total (Hrs.)</i>	<i>Total (\$)</i>
Upon Completion of Task #1.1	<i>Getting Organized – Project Kick Off</i>	14	\$ 2,100
Upon Completion of Task #1.2	<i>Data Collection and Mapping</i>	26	\$ 3,500
Upon Completion of Task #1.3	<i>Staff and Leadership Interviews</i>	16	\$ 2,500
	Subtotal =	56	\$ 8,100
#	<i>Phase II – Develop Project Framework & Guidelines</i>	<i>Total (Hrs.)</i>	<i>Total (\$)</i>
Upon Completion of Task #2.1	<i>Program Goals – CIP Advisory Committee Meeting 1</i>	30	\$ 4,200
Upon Completion of Task #2.2	<i>Develop Project Evaluation Tool</i>	44	\$ 6,300
Upon Completion of Task #2.3	<i>CIP Advisory Committee Meeting 2</i>	28	\$ 3,900
Upon Completion of Task #2.4	<i>Project Scoring</i>	20	\$2,900
	Subtotal =	122	\$ 17,300
#	<i>Phase III – Engage and Communicate</i>	<i>Total (Hrs.)</i>	<i>Total (\$)</i>
Upon Completion of Task #3.1	<i>CIP Advisory Committee Meeting 3</i>	48	\$ 6,800
	Subtotal =	48	\$ 6,800
#	<i>Phase IV – Develop the Plan</i>	<i>Total (Hrs.)</i>	<i>Total (\$)</i>
Upon Completion of Task #4.1	<i>Preliminary Engineering/ Budget/ Funding</i> <i>*includes Subconsultant</i>	52	\$17,000
	Subtotal =	52	\$ 17,000
#	<i>Phase V – Finalize and Implement</i>	<i>Total (Hrs.)</i>	<i>Total (\$)</i>
Upon Completion of Task #5.1	<i>Prepare Draft Report</i>	52	\$ 7,100
Upon Completion of Task #5.2	<i>Presentation – CIP Advisory Committee Meeting 4</i>	40	\$ 5,800
Upon Completion of Task #5.3	<i>Community Input/ Comment Session</i>	12	\$ 1,700
Upon Completion of Task #5.4	<i>Finalize and Submit Plan</i>	36	\$ 5,100
	Subtotal =	140	\$ 19,700
	Grand Total =	418	\$ 68,900



Project Schedule

Notice to Proceed	March 2021
Phase I	April 2021
Phase II	May/June 2021
Phase III	June 2021
Phase IV	July/August 2021
Phase V	September 2021

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like you, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor you have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with your staff to develop a plan to deal with unforeseen issues.

Terms & Conditions

Exhibit A



Exhibit A

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM Advisors, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall at no cost to OHM ADVISORS:
 - a. Provide access to the work site to allow timely performance of the work.
 - b. Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. ~~CLIENT shall pay OHM ADVISORS for reimbursable expenses for consultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.(RC)~~
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.(RC)
9. **LIMIT OF LIABILITY.** ~~To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.(RC)~~
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **DOCUMENTS OF SERVICE.** The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.



17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.