

EMERGENCY RESOLUTION NO. 25-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND FISHBECK, THOMPSON, CARR & HUBER TO PERFORM PROFESSIONAL TOPOGRAPHIC SURVEY SERVICES RELATED TO THE DRAINAGE OF THE AREA OF SENATE DRIVE AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to have a study conducted of the Senate Drive area to determine if there are any storm water improvements that can be completed to lessen the frequency or intensity of flooding for local businesses; and

WHEREAS, Council acknowledges that this area is located within a flood plain and portions in a regulatory floodway, the City desires conduct said survey to determine if storm water runoff flow paths and discharges contribute the drainage in said area.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by an agreement between the City of Monroe and Fishbeck, Thompson, Carr & Huber, Inc. to perform professional topographic survey services related to the drainage of the area of Senate Drive pursuant to Exhibit "1" attached hereto and made a part hereof in an amount not to exceed \$19,800.

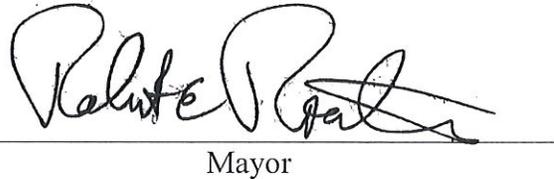
SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to have said services performed at the earliest possible date to determine if the frequency or intensity of flooding can be reduced in said area. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: May 8, 2018

ATTEST:


Clerk of Council

APPROVED:


Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio



April 18, 2018

Mr. Jordan Parker
Engineering Technician
Department of Public Works
City of Monroe
1000 Holman Avenue
Monroe, OH 45050

Re: Proposal for Professional Services
Senate Drive Drainage Study

Dear Mr. Parker:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide our proposal for engineering services to study the drainage basin in the Senate Drive area. We understand that the City of Monroe (City) has a goal to determine if there is an alternative for discharging storm water from the site properly. Alternatives may include drainage improvements along Senate Road or along Interstate 75, with a goal of alleviating flooding that is currently being experienced during severe rain events.

Scope of Services

FTCH offers the following scope of services in accordance with the Request for Proposals received from the City on April 6, 2018.

Task 1 Data Collection and Survey

To begin the project FTCH will gather information from local agencies and OUPS on existing drainage systems and underground utilities within the limits of the study area. A topographic survey of Senate Drive will be completed with road cross sections taken at a maximum interval of 50-feet. We will utilize Global Navigation Satellite System (GNSS) equipment to locate additional spot topographic information within the site that may contribute to the overall drainage study (inlet/outlet structures). Sanitary and storm structures will be located and inventoried along and adjacent to Senate Drive. A field search for property monumentation along Senate Drive will be completed and compared to the Congress Industrial Park plat. Final deliverable for mapping of Senate Drive will be in AutoCAD Civil3d, in Ohio SPC South Zone (NAD 1983), and vertical control NAVD88 with 1-foot contours. All work will be completed under the direction of a Licensed Land Surveyor and reviewed for completeness.

Task 2 Analysis and Recommendations

The existing topography for Senate Drive, as depicted in the Warren County GIS, indicates that storm water runoff will flow generally to the north until it reaches the lowest elevation along the road near the south end of the existing cul-de-sac at which point the topography rises to block overland flow to Millers Creek. The water surface elevation for Millers Creek shown in the GIS is about 4 feet lower than the lowest elevation along Senate Drive. The drainage system along Senate Drive consists of shallow roadside ditches with small diameter culverts, partially obstructed, beneath the driveways leading to the various business along the road.



FTCH will perform a hydrologic analysis of the watershed to determine storm water runoff flow paths and discharges for the 10-, 25-, and 100-year return interval, 24-hour duration storm using rainfall depths provided by NOAA Atlas 14 and the NRCS Type 2 rainfall distribution. The resulting peak discharges will be used to size proposed components of a storm water drainage system.

FTCH will evaluate up to three (3) storm water drainage systems that comply with *Chapter 1028 - Comprehensive Storm Water Management* of the City of Monroe Code Ordinances. The proposed alternatives will consider open ditches, storm sewers, and above and below ground detention as the means to prevent flooding on and adjacent to Senate Drive from runoff resulting from storms up to the 25-year return interval, 24-hour duration. The storm drainage system alternatives will be analyzed using hydraulic modeling software, such as XP-SWMM or StormCAD, to verify the performance of each alternative. The storm drainage alternatives will discharge directly to Millers Creek or if Millers Creek has high water levels, detain water until such time that water can freely discharge to the stream. FTCH notes that a portion of Senate Drive is in the 100-year floodplain and 100-year floodway of Miller Creek. The drainage alternatives that we will develop will not be intended to provide flood protection from floods that overtop the banks of Miller Creek.

FTCH will develop budgetary construction cost estimates for each alternative. FTCH will prepare a summary engineering report describing the hydrologic analysis, the storm drainage alternatives evaluated, and the results of the hydraulic analysis. Based on the performance of each alternative relative to the level of flood protection provided and the budgetary construction cost estimates, FTCH will provide a recommendation for the storm water drainage alternative that best addresses Monroe's storm water drainage needs for Senate Drive.

Project Deliverables

FTCH will prepare a Technical Memorandum that will include a summary of our findings, conclusions and recommendations. Five copies of the Technical Memorandum will be delivered to the City for review in a draft version. FTCH will schedule a meeting to review the Technical Memorandum with City personnel, after which revisions will be incorporated and five copies of the Final Technical Memorandum will be delivered to the City.

Optional Services

During the study, additional mapping may be required to perform preliminary design improvements to the drainage area surrounding Senate Drive. FTCH offers this optional service to coordinate aerial mapping. Based on the information in the RFP, the area of influence is approximate 60 acres. The mapping would include the new aerial imagery, triangulation, planimetric feature mapping at 1" = 40 scale, creation of a DTM and 1' contours. The color digital orthophotograph will be complete with a 0.25' ground pixel resolution. Final deliverables for this optional service will be an AutoCAD Civil 3D drawing.

Professional Services Fees

FTCH will provide the Scope of Services described above for a not-to-exceed fee of \$19,800 (Nineteen Thousand Eight Hundred Dollars). The proposed fee will not be exceeded without prior written authorization from the City. The services described herein will be completed within 90 days of receiving written authorization to proceed. The cost to complete the Optional Aerial Mapping Services is \$7,100 (Seven Thousand One Hundred Dollars).

Mr. Jordan Parker
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April 18, 2018



Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8576 or ajaspacher@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading "Allen J. Aspacher". The signature is written in a cursive style with a large initial "A".

Allen J. Aspacher, PE

ds6
Attachment
By email



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME Proposal for Professional Services – Senate Drive Drainage Study
 FTCH CONTACT Allen J. Aspacher, PE
 CLIENT City of Monroe
 CLIENT CONTACT Mr. Jordan Parker
 ADDRESS 1000 Holman Avenue, Monroe, OH 45050

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

In accordance with proposal dated April 18, 2018.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated April 18, 2018.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for above Scope of Services:

Not-to-exceed fee of Nineteen Thousand Eight Hundred Dollars (19,800).

ADDITIONAL PROVISIONS (IF ANY):

None.

APPROVED FOR:

City of Monroe

BY: _____
 TITLE: _____
 DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: Jeffrey J. Brown
 TITLE: Vice President
 DATE: April 18, 2018



Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services