

**EMERGENCY RESOLUTION NO. 30-2017**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BRANDSTETTER CARROLL, INC. TO DESIGN JERRY COUCH BOULEVARD AND DECLARING AN EMERGENCY.

WHEREAS, Brandstetter Carroll, Inc. is currently working on the design of the multi-purpose trail and the improvements to recently donated Americana Park property.

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 and between the City of Monroe and Brandstetter Carroll, Inc. to design Jerry Couch Boulevard pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

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 proceed with this project at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: April 11, 2017

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

APPROVED:

  
\_\_\_\_\_  
Mayor

"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

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.



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

March 20, 2017

2360 Chauvin Dr  
LEXINGTON  
KY 40517  
859.268.1933  
FX: 859.268.3341

Daniel J. Arthur, P.E.  
Director of Public Works  
City of Monroe  
223 S. Main St.  
Monroe, Ohio 45050

308 East 8<sup>th</sup> St  
CINCINNATI  
OH 45202  
513.651.4224  
FX: 513.651.0147

RE: Jerry Couch Boulevard

Dear Mr. Arthur:

Brandstetter Carroll Inc. (BCI) is pleased to present this proposal to provide Engineering Services for Jerry Couch Boulevard. The estimated construction cost is \$583,000.

BCI proposes to provide the following services and associated fees:

1220 West 6<sup>th</sup> St  
Suite 300  
CLEVELAND  
OH 44113  
216.241.4480  
FX: 216.736.7155

Topographic Survey/Base Map	\$3,500.00
Preliminary Design	\$15,000.00
Final Design	\$22,500.00
Bidding	\$2,300.00
Construction Administration	\$8,000.00
Total	\$51,300.00

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

Terms and conditions shall be as per the attached documents.

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

We appreciate this opportunity to continue to be of service to the City of Monroe.

Sincerely,  
Brandstetter Carroll Inc.

Benjamin E. Brandstetter, P.E., LEED GA  
President

BEB/lg

(Second Page)  
**PROPOSED BY:**  
**BRANDSTETTER CARROLL INC.**

**ACCEPTED BY:**  
**CITY OF MONROE, OHIO**

\_\_\_\_\_  
Signature

Benjamin E. Brandstetter

\_\_\_\_\_  
Printed Name

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACT FOR ENGINEERING SERVICES**  
**JERRY COUCH BOULEVARD**  
**MONROE, OHIO**

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**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF MONROE**, 223 S. Main Street, Monroe, OH 45050, hereinafter designated as the City, and **Brandstetter Carroll Inc.** hereinafter designated as Consultant.

In consideration of the mutual covenants set forth herein, the City and Brandstetter Carroll Inc agree as follows:

- A. Brandstetter Carroll Inc. shall perform certain professional engineering services for the City, as set forth herein:
1. Conduct any and all field surveys (including centerline control). Verify existing pertinent physical features by field survey. Survey to be performed using State Plane Coordinates. City shall provide all property surveys for the limits of the project.
  2. Prepare final design meeting the requirements of the ODOT L&D manuals (1" = 20' h, 1" = 5' v) suitable for bidding and construction.
  3. Utilize soil bores (as provided by others) for the design.
  4. Include hydraulic analysis and sizing of all storm conduits for a 10YR design storm.
  5. Prepare a detailed construction cost estimate including all material quantities and work to be performed in accordance with completed plans and specifications. A digital copy of the estimate will be submitted in a Microsoft Excel spreadsheet format.
  6. Meet with City staff after the engineering contract is awarded and as needed throughout the design.
  7. Attend one (1) public meeting and provide all required exhibits/plan sets.
  8. Show all existing utilities and proposed utility relocations.
  9. Coordinate design with utility companies.
  10. Show approximate undercut limits based on the results of the geotechnical report in the cross-sections.
  11. Prepare project specific general notes and technical specifications.

12. Provide a digital copy of the final plan submittal in AutoCAD format. All photography, survey data, reports, studies, drawings, AutoCAD files, maps, surveys, computations, plans, specifications, estimates, and other documented evidence of work, prepared by or for the Consultant under the provisions of the contract, shall become the property of the City upon termination or completion of the work.
13. Include the City provided survey/base map of existing property lines, Rights-of-Way and easements into the overall project plan documents.
14. Prepare permit applications and coordinate plan review and approvals with the Railroad, ODOT (if required) and adjacent jurisdiction in regards to the various agency permits. Permit and review fees associated with the permits shall be paid by City.
15. Submit a final plan set to the City and other necessary agencies as required on 22" x 34" sheets accompanied by (City only) the computer drawings files using BCI layer and line type conventions.

B. Brandstetter Carroll Inc. anticipates the following schedule to complete the Great Miami River Trail for the City of Monroe:

Consultant Authorization .....	April 2017
Field Survey/Base Map .....	April 2017
Line, Grade and Typical Section .....	May 2017
Construction Documents .....	June 2017
Final Plan Approvals .....	June 2017

Note: Coordination of plan reviews and approvals shall begin at the end of the Preliminary Design phase.

C. The City shall:

1. Provide full information as to its requirements for the Project.
2. Make available to Brandstetter Carroll Inc. all information in its possession pertinent to the Project. Applicable City standard drawings (in electronic format) and specifications will be furnished to the Brandstetter Carroll Inc. without charge for use in plan preparation. All City records and plans are available for reference by Brandstetter Carroll Inc., and prints will be furnished at no charge for use in this Project.
3. Give Brandstetter Carroll Inc. written notice if the City observes or becomes aware of a defect in the project, or some other event, which substantially affects Brandstetter Carroll Inc.'s performance of services under the terms of this agreement.

4. Be responsible for any appraisals and negotiation necessary to obtain easements outside City property or beyond the existing right-of-way.
  5. Provide timely reviews so as not to delay the consultant/s progress toward the scheduled completion date.
- D. The City shall pay Brandstetter Carroll Inc. for all work performed under this agreement as outlined below:

Topographic Survey/Base Map	\$ 3,500.00
Preliminary Design	\$ 15,000.00
Final Design	\$ 22,500.00
Bidding	\$ 2,300.00
Construction Administration	<u>\$ 8,000.00</u>
	<b>\$ 51,300.00</b>

Payment shall be made as provided for in Paragraph E.

The above fee schedule assumes that no tasks will need to be performed in the following areas:

- Conditional Letter of Map Revision (CLOMR)
- Letter of Map Revision (LOMR)
- Flood plain mapping and/or modeling
- Geotechnical boring data

Property acquisition documents (descriptions and plats) are not included in these services. Authorization shall be under separate cover after the number of parcels is determined.

- E. Payment shall be made as follows:

Billing and payment shall be monthly as the work progresses.

- F. Brandstetter Carroll Inc. shall acquire and maintain statutory worker's compensation insurance coverage, comprehensive general liability insurance coverage, and professional liability insurance coverage. Further, Brandstetter Carroll Inc. will hold the City harmless and indemnify the City for any and all damage to other persons or property caused by any negligent or intentional act of Brandstetter Carroll Inc., its employees, agents or representatives.
- G. Neither the City nor Brandstetter Carroll Inc. shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. With

City approval, Brandstetter Carroll Inc. may contract with sub-consultants to perform work related to this project.

- H. This agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the case of such termination Brandstetter Carroll Inc. shall be paid the reasonable value for the services it has performed to the date of such notice. Nothing herein is intended to limit either party from pursuing any remedies available if the other party breaches this agreement.
- I. The foregoing agreement sets forth the entire agreement of the parties hereto, and any and all prior negotiations and oral agreements are merged herein.
- J. This agreement shall be governed and construed in all respects in accordance with the laws of the State of Ohio.
- K. If any provision of this agreement is determined to be illegal, unconstitutional or unenforceable, such infirmity shall not affect the other provisions of this agreement.

**JERRY COUCH BOULEVARD**

Signed this \_\_\_\_\_ day \_\_\_\_\_, 2017.

**CITY OF MONROE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**BRANDSTETTER CARROLL INC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_