EMERGENCY RESOLUTION NO. 33-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BRANDSTETTER CARROLL INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE GREAT MIAMI TRAIL AND DECLARING AN EMERGENCY

WHEREAS, a study was created regarding the Great Miami River Trail alignment; and

WHEREAS, Council desires to proceed with this trail alignment.

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 a contract with Brandstetter Carroll Inc. for professional engineering services for the Great Miami Trail 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 to provide additional recreational activities for the residents. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: August 7, 2016

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

BRANDSTETTER
CARROLL INC
ARCHITECTS . ENGINEERS . PLANNERS

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KY 40517
859.268.1933
FX: 859.268.3341

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CINCINNATI
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1220 West 6th St
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216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
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TX 75252
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July 14, 2016

Kevin Chesar, Director of Development
City of Monroe
223 S. Main St.
Monroe, Ohio 45050

Re: Great Miami River Trail

Dear Mr. Chesar:

Brandstetter Carroll Inc. (BCI) is pleased to present this proposal to provide Engineering Services for the Great Miami River Trail.

BCI proposes to provide the following services:

Basic Services

Topographic Survey/Base Map		$ 16,400.00
Preliminary Design		$ 23,000.00
Construction Documents		$ 44,000.00
	Total	**$83,400.00**

If requested, BCI will include attending a public meeting in the above services.

Also, if needed, BCI can provide services on an hourly basis for questions during the bidding process and during construction.

BCI is prepared to proceed immediately with this project as per the schedule in the attached document.

Billing and payment shall be monthly as the work progresses.

The cost of printing plans and specifications and the cost of plan reviews for permits shall be reimbursed at direct cost.

We are excited to be involved in the project.

Sincerely,
BRANDSTETTER CARROLL INC.

Patrick D. Hoagland

Patrick D. Hoagland, ASLA
c: Benjamin Brandstetter, Brandstetter Carroll Inc.
File

PROPOSED BY:	***ACCEPTED BY:***
BRANDSTETTER CARROLL INC.	***CITY OF MONROE, OHIO***
Signature	Signature
Lawrence W. Brandstetter Printed Name	Printed Name
President Title	Title
Date	Date

CONTRACT FOR ENGINEERING SERVICES

GREAT MIAMI RIVER TRAIL

MONROE, OHIO

THIS AGREEMENT is entered into this _____ day of _____, 2016, 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) and courthouse research required for the design of the trail improvements. Verify existing pertinent physical features by field survey. Survey to be performed using State Plane Coordinates. Provide surveying control for construction layout. 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. Contoured grading plans with one-foot contour intervals are required for the project.

3. Utilize soil bores (as provided by others) for the design of any retaining walls or bridge structures. The number and location of proposed bores are to be performed in accordance with ODOT's "Specifications for Subsurface Investigations". BCI will work with the City to determine locations for proposed soil borings.

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 trail design that complies with the most recently available AASHTO Guide for the Development of Bicycle Facilities utilizing a 20 mile per-hour design standard. Design will also comply with the most recent ADA Accessibility Guidelines for Recreational Facilities.

13. Include a schematic project plan at scale 1" = 200'; typical sections; general notes; plan and profiles at scale 1" = 20'H, 1" = 5'V; cross sections every 100' at 1" = 5' vertical and horizontal; intersection details at scale 1" = 10'; detail plans at scale 1" = 10'; erosion control details; bridge/retaining wall details at appropriate scale.

14. Provide a digital copy of the final plan submittal in AutoCAD Release 2006 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.

15. Include the City provided survey/base map of existing property lines, Rights-of-Way and easements into the overall project plan documents.

16. Prepare permit applications and coordinate plan review and approvals with the US Army Corps of Engineers, 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.

17. 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.

18. Submit a digital copy of the itemized project construction cost estimate in Microsoft Excel format.

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

Consultant Authorization ..... August 2016

Field Survey/Base Map ..... August-September 2016

Line, Grade and Typical Section..... September-October 2016

Construction Documents ..... November-December 2016

Final Plan Approvals ..... January 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	$ 16,400.00
Preliminary Design	$ 23,000.00
Construction Documents	$ 44,000.00
	$ 83,400.00

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.

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GREAT MIAMI RIVER TRAIL

Signed this _____ day _____, 2016.

CITY OF MONROE

Name: _____

Title: _____

Date: _____

Attest: _____

BRANDSTETTER CARROLL INC.

Name: _____

Title:_____

Date:_____

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