

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF COLUMBUS, OHIO**  
**AND**  
**CDM SMITH, INC.**  
**FOR**  
**STORMWATER STRATEGIC PLAN PROJECT**  
**CAPITAL IMPROVEMENTS PROJECT NO. 611020-100000**

SECTION I - GENERAL:

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Columbus, Ohio, acting through the Director of Public Utilities, pursuant to and under the authority of Ordinance No. 2619-2012, passed January 14, 2013, by the Council of the City of Columbus and approved by the Mayor of said City, hereinafter designated as the City, and **CDM Smith, Inc., 8800 Lyra Drive, Suite 500, Columbus, OH 43240**, hereinafter designated as the ENGINEER.

WITNESSETH: That the ENGINEER for the consideration hereinafter named, agrees to perform professional engineering services as requested by the City, and described elsewhere in this Agreement, for professional engineering services on the following Project:

**STORMWATER STRATEGIC PLAN PROJECT**  
**CAPITAL IMPROVEMENTS PROJECT NO. 611020-100000**

SECTION II - SERVICES BY THE ENGINEER:

1. The ENGINEER shall provide such professional engineering services as may be necessary to accomplish the work and shall at its cost furnish all necessary personnel, equipment, and materials to competently perform the work.
2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, and other services furnished for the City by the ENGINEER.
3. In the performance of all services incident to this Agreement, the ENGINEER shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the City. The ENGINEER shall also consider the substantial impacts of its recommendations on the personnel and operational procedures of the Division of Sewerage and Drainage and which the ENGINEER is aware, and shall identify such impacts to the City. The

ENGINEER shall not proceed with work in areas so impacted without the approval of the City.

4. The ENGINEER shall, to the best of its ability, obtain access to private and public property as necessary to perform surveys, observations, and other studies needed to perform the services under this Agreement. The ENGINEER shall comply with the notification Ohio Rev. Code 163.03 in obtaining such access. The City shall cooperate with the ENGINEER in attempting to such access.
5. The ENGINEER shall furnish all personnel, equipment, and material necessary to perform engineering services as required for this Project, as described more fully in the attached Scope of Services. Required details of consulting services to be provided shall be as described in the attached, Details of Services.

### SECTION III –CITY RESPONSIBILITIES

1. The City shall provide to the ENGINEER all known criteria and information as to the City's requirements for the project, including objectives and constraints, performance requirements, flexibility and expendability, and any budgetary limitations, and furnish copies of all standards which the City will require to be included. .
2. The City shall make available for the use of the ENGINEER, copies of all existing information in the possession of the City which may be pertinent to the performance of the professional engineering services under this Agreement, including but not limited to core borings, probing, and/or subsurface explorations, hydrographic surveys, laboratory tests and records of existing facilities.
3. So as not to delay the engineering work, the City shall respond within a reasonable time to the ENGINEER's requests for written decisions and determinations pertaining to the Project. The City shall not, however, be responsible for professional engineering judgments.
4. The City shall give written notice to the ENGINEER whenever the City becomes aware of any event, occurrence, condition or circumstance which may substantially affect the ENGINEER's performance of services under this Agreement.
5. The City shall examine all studies, reports, drawings, specifications, proposals and other documents presented by the ENGINEER.
6. The City shall assist and cooperate with the ENGINEER to allow the professional engineering services to be executed in a timely and effective manner.
7. The City's designated representative for this project will be the Department of Public Utilities' Private Development Manager.

#### SECTION IV – STANDARDS OF PERFORMANCE, ERRORS AND OMISSIONS

1. Services provided by the ENGINEER under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
2. The City shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's service. The ENGINEER shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.

Acceptance of services, including payment for same, shall not relieve the ENGINEER of responsibility for subsequent correction of its negligent acts, errors, omissions, or for clarification of ambiguities. During work performed by others based on service provided by ENGINEER, the ENGINEER shall confer with the City when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the ENGINEER.

3. In the event of any negligent act, error or omission that is the responsibility of the ENGINEER in any phase of the service, the correction, of which may require additional office work, the ENGINEER shall be promptly notified by the City and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the City.

#### SECTION V - COMPENSATION:

1. The CITY agrees to pay the ENGINEER for professional services rendered under The Scope of Services (Schedule 1), in an amount equal to the Direct Labor Cost, plus the Indirect Costs, plus other Direct Costs, including Reimbursable Expenses and Sub-agreement costs all as hereinafter defined and documented within Exhibit C, "Cost Summary".
  - A. Total Costs shall be the sum of Total Labor Costs, plus Subcontract Costs, plus Reimbursable Expense Costs, all as defined hereinafter.
  - B. Direct Labor Costs shall be defined as the product of the actual number of man-hours worked by each of the ENGINEER's employees, in performing services under this Agreement times the hourly salary rate paid by the ENGINEER to each such employee. The direct labor rates billed by the ENGINEER shall be the actual hourly rates paid to employees of the ENGINEER. These rates shall not exceed those established within Exhibit B.1.
  - C. Total Labor Costs shall include the ENGINEER's overhead expense, general administrative expense, and profit, all on direct payroll costs, which are incurred for the performance of the ENGINEER'S specific projects, and which are allocable to the services performed under this Agreement. Total Labor Costs shall be calculated as the product of Direct Labor Cost times an hourly cost multiplier, as shown in Exhibit C - Cost Summary.

- D. The ENGINEER shall be reimbursed for the cost of all subcontract services in accordance with the sub-agreements upon submitting and validating the sub-consultant services and approving work as being performed satisfactorily. Subcontract Costs shall be the actual cost to the ENGINEER plus a surcharge of 4% of actual subcontract service cost. The sub-agreement contract amount cannot be exceeded without authorization from the Sewer System Engineering Manager and City Council approval, if required.
- E. During the project it may become necessary to obtain additional professional engineering, survey and technical services that were not foreseen prior to the development of the original scope of services. The CITY has provided funding in the amount of, **Sixty Three Thousand, Five Hundred Seventy Nine Dollars and Seventy Five Cents; (\$63,579.75).**

If it is determined that additional services are required, the CITY may request a proposal from the ENGINEER for said services. This contingency shall be utilized only upon issuance of explicit, written authorization of the CITY's Private Development Section Manager, prior to the work being performed.

2. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this agreement is limited to the amount of **Six Hundred Ninety Nine Thousand, Three Hundred Seventy Seven Dollars and Twenty Cents (\$699,377.20)** unless this Agreement is modified in writing after City Council has enacted an ordinance, which has been approved by the Mayor and certified by the Auditor, authorizing additional funds,. The City is not obligated to spend the maximum obligation authorized under this Agreement.
3. During the performance of services under this Agreement, the ENGINEER shall submit detailed invoices for payment monthly. Invoices shall be in the format requested by the City, shall be accompanied by adequate supporting documentation, and shall include a brief progress report delineating the progress on each task of the services described herein, including any deviations from the Project Time Schedule.

The CITY will process correctly documented invoices for payment and the ENGINEER should receive payment for such invoice thirty (30) days from receipt by the CITY.

Invoices should be submitted to the following address:

Marsha Hess  
City of Columbus  
Department of Public Utilities - Fiscal Capital Section – Suite 3016

910 Dublin Road  
Columbus, Ohio 43215

4. The ENGINEER shall furnish Affidavits of Payment for all subcontractors, and for major suppliers, to the City for all monthly invoice, and when requesting final payment for services under this Agreement.
5. Reimbursable expenses shall be limited to those proposed within the Exhibit C, "Cost Summary", unless written approval for additional expenses is authorized by the CITY during the prosecution of the contracted scope of service. These expenses shall be limited to the actual cost borne by the ENGINEER, and shall be evidenced by proof of expenditure at the time of invoice to the CITY. The ENGINEER stipulates herein that they have incorporated all expenses associated with the day-to-day operations of providing the professional services outlined within "Scope of Services" herein, within the indirect overhead rate shown in the "Cost Summary". These overhead expenses include but shall not be limited to the following: local and long distance phone service; fax transmissions, photocopies, routine courier services, cellular phone services, computer aided design drafting expenses; survey supplies, office supplies, field supplies unless itemized on Exhibit C, "Cost Summary", and routine transportation costs associated with the project. The ENGINEER shall be reimbursed the costs of transportation, meals, and lodging in connection with any employee who performs specialized services under this contract from any office not located in Columbus, Ohio. The reimbursement rate paid for automobile mileage shall be at the Standard Mileage Rate allowable by the U.S. Internal Revenue Service as of the date the mileage is incurred.
6. The ENGINEER is responsible to maintain a Master List of non-expendable personal property purchased and approved by the CITY for the work as Reimbursable Expenses. Non-expended personal property shall be delivered to the CITY's representative upon completion of the ENGINEER's service and shall conform to the Master List.

#### SECTION VI - CHANGES:

No changes to this Agreement will be effective unless they are contained in a written modification, signed by both parties. The City may, at any time during the performance of the services under this Agreement, request a modification of the Agreement. Upon execution of such modification by both parties hereto, it shall be fully incorporated into this Agreement and shall govern all subsequent performance under the Agreement.

#### SECTION VII - TIME SCHEDULE:

The time schedule for the performance of services under this Agreement shall be as set forth in the attached Exhibit A, "Percent Completion per Month". The ENGINEER shall adhere to and comply with the Project Time Schedule as set forth in these Exhibits. The ENGINEER shall not be responsible for delays beyond its reasonable control.

#### SECTION VIII - SUSPENSION OF SERVICES:

The City may order the ENGINEER, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the City. In the event of such a suspension, the ENGINEER may be entitled to extra compensation for damages if there are documented wage or material cost increases; however, the ENGINEER shall make no claim for lost profit, office overhead or other damages.

#### SECTION IX - RECORDS TO BE MAINTAINED, ACCESS TO RECORDS:

1. The ENGINEER shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional engineering and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The ENGINEER shall provide proper facilities for such access and inspection.
2. The ENGINEER shall maintain copies of the complete engineering records documents of the planning and execution of the Project, including, but not limited to, survey notes, computations, design development documents, logs, physical investigations, correspondence, material submittals, and photographs, (this requirement only applies to documents, not physical samples of soil borings, etc.) as necessary to assist in the defense of any legal action claiming professional liability or neglect of duty which may involve the City. The City shall also have access to these engineering records. These records shall be maintained for a period of not less than 15 years after substantial completion or termination of the Project.
3. The ENGINEER shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

#### SECTION X - INSURANCE AND INDEMNITY:

1. The ENGINEER shall comply with all Worker's Compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:
  - A. Public Liability and Automobile Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one accident or occurrence. Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) from damages on account of any one accident or occurrence. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the ENGINEER, its employees, agents, and

representatives from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the ENGINEER, its employees, agents or representatives in the performance of the services under this Agreement.

- B. Valuable Papers Insurance in an amount sufficient to assure the restoration of any drawings, project manual pages, field notes, or other similar data relating to the work under this Agreement, in the event of their loss or destruction, during the life of this Agreement.
  - C. Professional Liability Insurance in an amount as necessary to provide coverage for any negligent acts, errors, omissions or negligence by the ENGINEER and its technical subcontractors. Subcontractors of the ENGINEER who are manifestly not providing professional services need not carry Professional Liability Insurance.
2. The ENGINEER shall indemnify and save harmless the City from any claims or liabilities, of any type or nature to any person, firm or corporation, to the proportional extent arising in any manner from the ENGINEER's negligent performance of the work covered by this Agreement, and shall pay its proportional share of any judgment obtained or growing out of said claim or liabilities.
  3. Certificates showing the ENGINEER is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the City before the City is obligated to make any payment to the ENGINEER for the services under this Agreement. Such certificates shall name the City as an additional insured party under all coverage except professional liability and workers compensation, and the policy through endorsements shall provide for notice to the City not less than 30 days prior to the effective date of any modification or cancellation of any coverage.

#### SECTION XI - TERMINATION:

The City may, at any time prior to the completion of full performance by the ENGINEER, terminate the Agreement by written notice by registered mail not less than fifteen days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the City.

2. If the termination is for the City's convenience, payment to the ENGINEER will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.
3. The City may terminate this Agreement for cause if the ENGINEER has substantially failed to perform in accordance with the terms of the agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the City shall compensate the ENGINEER the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory

performance of the ENGINEER, including but not limited to costs associated with finishing the project.

4. In the event that the City terminates the Agreement for cause pursuant to this section, and it later determined that the City did not have sufficient cause for the termination, the City shall compensate the ENGINEER as if it had terminated the Agreement for its convenience.
5. In the event the Agreement is terminated prior to its completion, the ENGINEER, upon payment as specified in this section, shall deliver to the City all project reports, field books, drawing and other documents, including electronic files and CAD files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose. The ENGINEER shall not be responsible for any reuse of the project documents for any purpose other than that for which such documents were originally prepared, or for any alteration of such documents and the City releases the ENGINEER from any liability arising from any such alteration. The ENGINEER shall be entitled to keep copies of all documents provided to the City. It is further agreed that in the event the City shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the Director of Public Utilities, the City may make such arrangements as it desires for the completion of the Project.
6. The ENGINEER shall make no claim for additional compensation against the City by reason of such termination, beyond the amounts described in this section.

#### SECTION XII - NON-DISCRIMINATION:

1. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Non-discrimination Clause.
2. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that the ENGINEER is an equal opportunity employer.
3. It is the policy of the City that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.
4. The ENGINEER shall permit access to any relevant and pertinent reports and documents by the Executive Director of the Equal Business Opportunity Commission Office (EBOCO) for the sole purpose of verifying compliance with



Article I of Title 39, Columbus City Codes, and with the regulations of the Contract Compliance Office. All such materials provided to the Executive Director by the ENGINEER shall be considered confidential.

5. The ENGINEER will not obstruct or hinder the Executive Director or the Executive Director's deputies, staff, and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39.
6. The ENGINEER and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The ENGINEER will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
7. The ENGINEER shall not subcontract any part of this contract to a contractor not holding a valid certification number as provided for in Article I, Title 39.
8. Failure or refusal of the ENGINEER or any of its subcontractors to comply with the provisions of Article I, Title 39 may result in cancellation of this contract. (Ord. 1178-95).

#### SECTION XIII - CITY INCOME TAX TO BE WITHHELD:

The ENGINEER will withhold all City Income Taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries, and commissions paid to its employees and further agrees, that its subcontractors shall be required to agree to withhold any such City Income Taxes due under this chapter for services under this Agreement.

#### SECTION XV - REMEDIES:

All claims, counterclaims, disputes and other matters in question between the City and the ENGINEER, including their agents, employees, subcontractors, consultants or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. This Agreement is to be governed by and interpreted in accordance with the law of the State of Ohio.

#### SECTION XVI – CITY APPROVAL AND ACCEPTANCE:

Approvals by the City of reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the City caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement.

## SECTION XVII - CONFLICTS OF INTEREST; OBJECTIVITY:

In the performance of services under this Agreement, the ENGINEER shall endeavor at all times to render objective and impartial technical and other judgments in all matters. The ENGINEER shall not maintain any financial or other interest in the execution or outcome of the project describe herein. The ENGINEER will inform the CITY of any business connections, interest, or circumstances which may be deemed as influencing its judgment or the quality of its services.

## SECTION XIX – CAMPAIGN CONTRIBUTIONS

Engineer hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this Agreement under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Agreement and for one year thereafter.

## SECTION XX - ENVIRONMENTAL MANAGEMENT SYSTEM:

### 1. Environmental Policy

The Consultant shall review the City of Columbus Department of Public Utilities (DPU) Environmental Policy and shall make its employees and subcontractors performing work on behalf of DPU aware of the policy. The policy is posted on the DPU’s EMS webpage at [ems.columbus.gov](http://ems.columbus.gov).

### 2. Environmental Management System Awareness

The Consultant shall review the document entitled “*DPU Consultant/Contractor/Vendor Environmental Management System Awareness Procedure.*” This procedure is posted on the DPU’s EMS webpage at [ems.columbus.gov](http://ems.columbus.gov).

### 3. Record-Keeping

The Consultant shall maintain any and all records necessary to demonstrate compliance with the requirements of this Special Provision and shall provide such records to the DPU upon request.

## SECTION XXI - ATTACHED HERETO AND PART HEREOF:

The following documents are hereby incorporated into and made part of the Contract as though specifically rewritten herein:

1. Schedule 1 – Scope of Services
2. Schedule 2 – Details of Services
3. Exhibit A: Project Time Schedule

4. Exhibit B: Estimate of Time Allocation by Task Activity
5. Exhibit B.1: Maximum Hourly Rate Schedule
6. Exhibit C: Cost Summary
7. Exhibit D: Local Workforce Breakdown
8. Contract Signature Authorization Affidavit
9. Subcontractor Work Identification and Reporting Forms
10. Certificate(s) of Required Insurance
11. Ohio Worker's Compensation Certificate of Premium Payment
12. Professional Consultant Reimbursement Policy

**SECTION XXII - EXECUTION, APPROVAL AND CERTIFICATION:**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and have executed this Agreement, as of the day and year first above written.

**CITY OF COLUMBUS**

\_\_\_\_\_ Date: \_\_\_\_\_  
Greg Davies.  
Director of Public Utilities

**CDM SMITH, INC.**

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

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

**ATTORNEY:**

Approved as to form:

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

Richard C. Pfeiffer, Jr.  
City Attorney

**EBOCO:**

I certify compliance with Title 39

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

Authorized Signature

## **SCHEDULE 1**

### **SCOPE OF SERVICES**

#### **STORMWATER STRATEGIC PLAN CONSULTANT SERVICES**

#### **CAPITAL IMPROVEMENTS PROJECT NO. 611020**

1. **General:**

- A. The basic services to be provided under this Agreement are professional engineering services necessary for, and incident to: Consultant Services for the Stormwater Strategic Plan.
- B. Consultant services are necessary to provide technical and engineering assistance on an as-needed basis for the preparation of a Stormwater Strategic Plan. The exact scope will be authorized by the City in writing prior to performing any work. The consultant services are separated into several tasks, as follows:
  - Task 1 – Internal/External Stakeholder Involvement
  - Task 2 – National and State Stormwater Regulatory Initiatives
  - Task 3 - Private/Public Stormwater Management Responsibility Boundary
  - Task 4 – Green Stormwater Controls
  - Task 5 – Business Case Evaluation for Green Infrastructure
  - Task 6 – Miscellaneous Engineering Support Services
- C. All documents, records, procedures and other services shall conform fully to formats and standards as delineated by the City, and Schedule 2 to this Agreement. The City may require changes to such formats and standards from time to time, and the Engineer shall then comply with such changes. The City may engage other entities to provide professional services to the Project as well as the Engineer and the Engineer shall cooperate fully with such entities, and shall observe all hierarchies, reporting procedures, lines of authority, etc., as are stipulated by the City.
- D. Project Management: Management of work under this contract shall require the direct participation of a senior level engineer or scientist. The project manager shall be a senior level professional engineer or scientist schooled and experienced in the planning and implementation of stormwater master plans and green infrastructure. The project manager shall be the principal contact

with the Division on all matters relating to this project, and shall be a major participant in the work.

- E. **Schedule and Period of Service:** It is anticipated that work under this contract shall commence on or about January, 2013. The expected duration of this contact is three (3) years, and professional services hereunder shall be funded by incremental appropriation, approximately annually.
- F. **Terms as defined in this document:**

**Extent of Service (EOS):** Defines ownership and operational responsibility for each portion of the stormwater system. The EOS may vary by situation.

**Level of Service (LOS):** The goals established for operating, maintaining, sustaining, and designing each element of the system.

**Policy:** What must happen to achieve the desired LOS (e.g., type and frequency of maintenance, renewal, and capital investments). This includes both City and private property owner responsibilities.

**Cost of Service (COS):** The staffing, resource needs, and associated budget for implementing a particular level of service.

**Integrated Plan:** The plan the City of Columbus must develop by September 15, 2015 as set forth in the letter from Ohio EPA to the City of Columbus dated August 24, 2012.

## 2. Specific Tasks:

### **Task 1: Internal/External Stakeholder Involvement**

Throughout Tasks 1 through 5, engagement of internal stakeholders, involving key individuals from various departments within the City, will be undertaken to gather information, develop/discuss policy options, and facilitate decision making. The services to be provided under this task may include, but are not limited to the following:

1. Facilitate and attend internal stakeholder working group and/or advisory group meetings,
2. Conduct staff interviews,
3. Prepare materials for stakeholder review,
4. Prepare additional policy reviews precipitated by emerging stakeholder issues, and
5. Attend and/or support External Stakeholder Public Outreach meetings, which are being conducted as part of the Integrated Plan.

## **Task 2: National and State Stormwater Regulatory Initiatives**

It is probable that changes in federal and state stormwater regulatory requirements will alter how stormwater management programs operate in the future. Regulators are placing language into Municipal Separate Storm Sewer System (MS4) permits that address pollutants of concern by utilizing limitations upon pollutant surrogates such as flow and impervious area. Regulators are also encouraging the use of green infrastructure in stormwater management programs as a method to mimic natural systems and to reduce stormwater impacts on receiving waters. Recent regulatory examples also mandate expenditure of funds for localized or perceived problems such as extension of sanitary sewers to remove on-lot home sewage treatment systems (HSTS) regardless of cost implications. Sustainability is also emerging as a major criterion when stormwater management alternatives are analyzed. The services to be provided under this task may include, but are not limited to the following:

1. Forecast probable changes in evolving stormwater regulations and identify potential impacts of such changes on EOS and LOS policy options defined in Task 3;
2. Document the City's existing baseline level and cost of service for regulatory compliance to compare against a modified program impacted by evolving stormwater regulations;
3. Prepare policy options that address emerging regulations;
4. Based upon the roles established in the Integrated Plan, evaluate the City's existing Stormwater Management Plan, including the selected best management practices, measurable goals, and program effectiveness;
5. Recommend specific metrics that the City should strive for (e.g., numeric goals for reducing impervious surfaces or adding tributary area to green infrastructure) as it moves forward with the Integrated Planning process; and
6. Support the development of the Integrated Plan.

## **Task 3: Private/Public Stormwater Management Responsibility Boundary**

Typically DOSD storm system improvements have been complaint driven and focus predominately upon water quantity (localized flooding) related problems. Current DOSD policies do not clearly define when a stormwater problem is a DOSD responsibility or a private property issue such as standing water resulting from individual lot grading. Often a problem is created or exacerbated by grading and drainage features existing within public rights of way which may best be addressed by a Public Service CIP specifically created for re-grading a roadway or alleyway. These situations create a potential for subjective and inconsistent use of stormwater utility funds to address stormwater problems within Columbus. The services to be provided under this task may include, but are not limited to the following:

1. Document the City's existing Stormwater Utility program (consisting of existing EOS, LOS, COS and policies/practices);

2. Identify concerns with the City's existing program and establish potential policies for development to address these concerns;
3. Outline the Extent of Service (EOS) policy options for DOSD's authority and responsibility to maintain and upgrade the existing stormwater system;
4. Define LOS policy options as it applies to both maintenance activities and potential capital improvements;
5. Review the factors, policies and practices used to identify and program stormwater Capital Improvement Projects against the EOS and LOS policy options;
6. Assess the impacts of the Integrated Plan on the EOS and LOS policy options; and
7. Support the development of the Integrated Plan.

#### **Task 4: Green Infrastructure Stormwater Controls**

In preparation for the City's interest in incorporating green infrastructure as a significant part of the Stormwater Management Plan, costs associated with green infrastructure will need to be documented and standardized. The Engineer may assist the City in assembling localized baseline costs itemizing the actual construction, and operations and maintenance costs of green infrastructure installed throughout the region. The services to be provided under this task may include, but are not limited to the following:

1. Analyze estimated versus actual costs for the construction, operations and maintenance of green infrastructure projects implemented by the City, and other partner agencies of the City.
2. Collect actual costs for the construction, operations and maintenance of green infrastructure projects implemented by similar agencies on a regional scale (e.g. other public/city agencies, utilities, or districts).
3. Prepare cost matrices outlining incremental cost of green infrastructure over equivalent traditional gray infrastructure options.
4. Develop life-cycle cost analysis template to be used on future projects which incorporates construction cost, operations and maintenance cost, present value, BCE outputs, and other applicable metrics to establish an overall life-cycle cost of a proposed project.
5. Evaluate existing City policies and regulations that provide opportunities or barriers to the successful implementation of green infrastructure throughout the City.
6. Identify existing/planned desired green space/corridors that might serve dual purpose as sites for stormwater infrastructure.



7. Define how green infrastructure can be incorporated into redevelopment and/or infrastructure renewal via stormwater quantity and quality retrofits of existing infrastructure.

#### **Task 5: Business Case Evaluation for Green Infrastructure**

The Integrated Plan will include a significant commitment to building green infrastructure. The Engineer may support the development of the Integrated Plan by developing a Business Case Evaluation (BCE) methodology that is intended to provide efficiencies and standardization to the City's selection and overall approval of stormwater management projects. The BCE will include a problem statement; strategies for addressing the problem; alternatives; alternatives analysis, and gap analysis of alternatives analysis; constructability review; project risk analysis; cost estimate, including life cycle costs; evaluation of environmental benefits/consequences; evaluation of non-monetary social benefits/consequences; and recommendation and approval of project. The services to be provided under this task may include, but are not limited to the following:

1. Establish and evaluate the existing project justification process that is currently employed.
2. Compile and evaluate the existing project justification process and/or BCE methodology of comparison communities.
3. Establish how the BCE will be incorporated into the Integrated Plan.
4. Prepare a draft BCE methodology that synthesizes the information collected in the previous steps.
5. Prepare step by step instructions on the BCE process, an inventory of expected resources to support the BCE, and a template presenting the BCE format to potential users.
6. Perform testing and troubleshooting of the proposed BCE methodology, including identification of any potential challenges associated with the implementation of the proposed BCE process.
7. Present the draft BCE to the City for review and comment and attend meetings with the City to discuss and establish any proposed changes to the BCE methodology.
8. Prepare the final BCE methodology document in a format consistent with the Integrated Plan.

#### **Task 6: Miscellaneous Engineering Support Services**

The Engineer shall provide miscellaneous engineering support services not previously described in Tasks 1-5, as requested by the City and which is necessary to advance the Stormwater Strategic Plan and the Integrated Plan.

## **SCHEDULE 2**

### **DETAILS OF SERVICES**

#### **STORMWATER STRATEGIC PLAN CONSULTANT SERVICES**

#### **CAPITAL IMPROVEMENTS PROJECT NO. 611020**

1. **General**: The services described in Schedule 1 to this Agreement shall be performed in conformance with accepted professional engineering practices, and in the style and manner set forth herein. All technical work performed by the Engineer during all parts of the Project shall give first priority to the City's needs, including project function, operability, maintainability, time constraints, budget constraints, and administrative constraints.
2. **Deliverables**. Reports prepared from studies and investigations shall be produced to the standards conforming to the latest version of the DOSD/TE Graphic and Technical Standards Manual. Exhibits and drawings may be of reduced scale to that usual for detailed drawings, but they shall be fully legible and contain adequate legend information. Drawings shall be folded in conformance with the City's folding standards, and the reports shall be bound in the City's standard notebook style binders, "Cardinal" "Slant-D" brand (or Equal) white with insertable covers and spines, maximum size 3", fitted with full-width sheet lifter/protectors of toner-inert plastic. The City shall have rights of editorial review and comment prior to the final production. The City will determine the number of copies of reports that shall be furnished to the City for reviews, and the number of copies of the final version of the reports to be furnished to the City for its record.
3. **Records**. Records of investigations, computations, supplier proposals, correspondence, telephone and meeting logs, memos, etc. utilized in the preparation of studies and reports shall be carefully preserved for back-up to recommendations. All such documents shall be identified by author and origin, and shall be dated to indicate the date of their creation or receipt, and all computations shall be independently checked.
4. **Meetings**. The Engineer shall confer with the City at specific topic and review meetings and regularly scheduled project meetings to present the status of the engineering services, advise the City as to problems, and to note the City's comments for corrections, clarifications, and other changes. The Engineer shall prepare meeting agendas and compile detailed minutes of these meetings, which shall be distributed to participants.
5. **Quality Control**. The Engineer shall conduct its own Quality Control/Quality Assurance (QC/QA) reviews upon the work, and the occurrence of the review meetings with the City shall not release the Engineer of its responsibility to conduct a thorough QC/QA review program.

6. Transmittals: The Engineer shall prepare correspondence and applications to regulatory agencies, and other such transmittals vital to the development and execution of the Project, and shall transmit them by Registered Mail or other such assured post, with delivery receipt required. If transmittals are hand-carried, they shall be receipted for.
7. Rights in Documents: Documents prepared by the Engineer, including engineering design, reports, design calculations, original field books and field notes, photographs, and all other source documents, are the property of the City, shall be furnished for the City's files upon completion of the work, and the City is hereby assigned an exclusive copyright interest in such documents. The City shall not use such documents in any manner which will increase the Engineer's liability and shall hold the Engineer harmless from all subsequent use of such documents. The Engineer shall, however, be responsible for the accuracy of the documents. The Engineer's attention is directed to the provisions of Section 13 of this Agreement in regard to record retention requirements. In view of the requirements of Section 13, the Engineer is adjured to retain copies of all documents which revert to the City upon completion of the work.
8. Documentation Standards: Style, format, type style, binding standards, correspondence formats, correspondence and memo distribution, and all other details of all documents, including all drawings, both finished and progress, produced for this work shall be subject to the editorial and style standards and directives of the City. The following standards are to be observed:
  - A. All documents shall be dated, and the author(s) delineated. All pages of all documents shall be consecutively numbered.
  - B. "Arial", or equivalent satisfactory to the City, is normal type style. 12 cpi pitch is preferred.
  - C. Indented format shall be utilized; "block" format is to generally be avoided. Subtention of paragraphs shall be suitably indented for each subdivision level; decimal-only subdivision designation is discouraged.
  - D. Right margins shall not be justified, except as documents are actually set in type or set by proportional spacing typesetting programs which can avoid the production of spacing between words of greater than 1.25 times average character width.
9. Contact With The City: No contact with the City in connection with the execution of the Project, whether for purposes of obtaining record information, reviews, information on operations or maintenance procedure, acceptance of delivered items, advice and counsel, etc. shall be regarded as legitimate unless it shall have been specifically approved in advance by the City's Contract Administrator. The Engineer is cautioned that work based on any exceptions hereto will not be legitimate, and will be disallowed by the City, with possible significant cost impacts to the Engineer.
10. Completeness of Work: The Engineer has undertaken to provide expert professional services to the City under this Agreement, for this project. As described in Schedule 1, certain tasks will be conducted by the Engineer for the City, and the City is entitled to the presumption that the documents resulting from these tasks are "complete"; that is, that they are comprehensive and accurate, that the recommendations are suitable for their intended purpose, and that the Engineer has properly incorporated the City's recommended procedures, operational and engineering standards, features, and admonitions. The City shall be the sole judge of whether a lack of completeness exists in the professional services furnished by the Engineer and is "allowable" and, therefore,

excusable. The Engineer is hereby notified that the City does not consider professional services performed to the routine, general standards prevailing in Central Ohio at this time to be necessarily satisfactory, and that good stewardship of the public trust obliges the City to accept only the highest level of professional performance by its professional services contractors.

11. Supervision of Subcontractors: The Engineer shall be fully responsible for all services performed by its subcontractors, and any consequences resulting from the performance of their work.

**EXHIBIT B.1 – MAXIMUM HOURLY RATE SCHEDULE**

<b>Table 1 – Schedule of Estimated Professional Services Costs</b>						
Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL
\$119,947	\$100,550	\$110,550	\$163,250	\$141,500	\$63,580	\$699,377

<b>Table 2 – Maximum Hourly Rate Schedule</b>			
Labor Categories	Year		
	2013	2014	2015
O- Officer	\$85.00	\$88.00	\$91.00
TD/TA – Technical Director/Technical Advisor	\$85.00	\$88.00	\$91.00
PM – Project Manager	\$90.00	\$93.00	\$96.00
STM – Senior Task Manager	\$80.00	\$83.00	\$86.00
TM – Task Manager	\$70.00	\$73.00	\$76.00
SDE – Senior Design Engineer	\$70.00	\$73.00	\$76.00
SE – Senior Engineer	\$56.00	\$58.00	\$60.00
EIII – Engineer III	\$45.00	\$48.00	\$51.00
EII – Engineer II	\$35.00	\$38.00	\$40.00
EI – Engineer I	\$30.00	\$33.00	\$36.00
ST – Senior Technician / Clerical	\$32.00	\$35.00	\$38.00
T – Technician	\$25.00	\$30.00	\$33.00
JT – Junior Technician	\$20.00	\$22.00	\$24.00
SC – 2-Man Survey Crew	\$40.00	\$43.00	\$46.00

**CONTRACT SIGNATURE AFFIDAVIT**

**(Must be completed when the individual signing the contract is NOT an officer or Member of the Company.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he or she is  
(Affiant)

\_\_\_\_\_ of  
(Title)

\_\_\_\_\_, a \_\_\_\_\_, organized and existing under  
(Company Name) (Corporation, Partnership, Etc.)

and by virtue of the laws of the State of \_\_\_\_\_, and having its principal offices at:

\_\_\_\_\_  
Number and Street City  
\_\_\_\_\_  
County State

Affiant further says that he or she is familiar with the records, minute books and by-laws of  
\_\_\_\_\_.  
(Company Name)

Affiant further says that \_\_\_\_\_ is  
(Name of Person Signing Contract)

\_\_\_\_\_ of the Company and is duly authorized to sign the contract for:  
(Title)

**STORMWATER STRATEGIC PLAN PROJECT  
CAPITAL IMPROVEMENT PROJECT No. 611020-100000**

for said Company by virtue of \_\_\_\_\_  
(State whether a provision of by-laws or a resolution of the Board of Directors.  
If by resolution, give date of adoption.)

\_\_\_\_\_  
**Signature of Affiant\*\***

**\*\*AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT\*\***

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# SUBCONTRACTOR REPORTING FORM



Equal Business Opportunity Commission Office

<b>Date:</b>		<b>City Project Manager:</b>	Jason Sans
<b>Department :</b>	Public Utilities	<b>City Project Manager#:</b>	
<b>Division:</b>	Stormwater	<b>Prime Contractor:</b>	CDM Smith
		<b>Project Name:</b>	Stormwater Strategic Project
<b>Project CIP #:</b>	611020-100000	<b>Contract Amount:</b>	\$699,377.20
<b>ED, EA or EL#:</b>		<b>Contract Duration:</b>	

## SUBCONTRACTOR INFORMATION

Sub- Firm Name	Contract Compliance #	Vendor Status Title	Original Subcontract Amt.	Modified Subcontract Amt.	Earned This Invoice
Stantec	11-2167170	MAJ	\$183,332.20		
EMH&T	31-0685594	MAJ	\$114,082.59		
Strand Associates	39-1020418	MAJ	\$54,984.16		
Dynotec	31-1319961	MBE	\$35,040.00		
Engage Communications	20-1593274	FBE	\$20,196.00		
Edsall & Associates	31-1022019	FBE	\$14,280.00		

## **PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY**

The purpose of this policy is to clarify for professional consultants hereinafter referred to as Contractor to the City of Columbus what the City considers to be a reasonable level of reimbursement for project costs other than direct labor.

In general, all reimbursement requests will require complete and proper documentation, and must be necessary and reasonable for the completion of the project. As the City reserves the right to review and/or disallow any expenses, it is in the Contractor's best interest to obtain written City approval before incurring any cost which may be questionable.

Without exception, expenses which include reimbursement for the costs of meals or any other gratuity for employees of the City, will be disallowed. Public employees categorically are not permitted to accept gratuities in any form from any entity doing business with the division in which they are employed.

### **1. Temporary Living Expenses**

- a. The City will provide for a comfortable, but not extravagant, standard of living for those out-of-state Contractors who are temporarily assigned to Columbus in the course of project work. For reimbursement purposes, "temporarily" shall be defined as a duration of less than six (6) months. The Contractor will be required to stipulate at the project's outset those employees who will be assigned to a City project and the length of each employee's assignment to the project. The City will retain the option to determine at what point the City's needs are better served by relocating the employee to central Ohio.
- b. The City will reimburse receipted expenses for meals/incidentals not to exceed \$30 per day, for consultants who have a home office in excess of 50 miles from Columbus and are on temporary assignment here.
- c. The City will reimburse for lodging at reasonable, actual single room rates with corporate discounts. The City will determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.
- d. Entertainment, alcoholic beverages, and personal expenses are not allowable for reimbursement.
- e. Laundry costs will be allowed with itemized receipts if the employee is required to be away from home on City business over five (5) consecutive business days.
- f. The City will reimburse for no more than one (1) trip home per employee for the convenience of the employee. If the employee chooses to travel home each week, the City will reimburse up to the cost of maintaining the employee over Saturday and Sunday, or a maximum of \$30/day plus the agreed-upon cost of lodging.
- g. The City will reimburse the employee for one (1) safe arrival call home per stay in Columbus. Other personal calls are not reimbursable.

### **2. Relocation of Employees**

- a. If it is decided and placed in writing that it is in the best interest of the City of Columbus and the employee of a contractor to relocate that employee to Columbus,



the City will reimburse that employee for **transportation** of the employee and family, furnishings and personal items to the new residence. The City will reimburse the lowest of three (3) common carrier estimates up to maximum of \$3,000. Other associated costs of transportation the household to Columbus will be evaluated on a per-case-basis and must be approved in writing by the City to be allowable for reimbursement.

- b. The City will not reimburse the Contractor for other costs related to relocation of employees, including items such as Realtor commissions, loan origination fees, closing costs, mortgage interest, subsidies, house-hunting trips, compensation for loss on the sale of property, telephone installation, vehicle tags, driver's licenses, etc.
- c. After an employee has relocated, the City will not reimburse the Contractor for any living expenses for that employee such as rents, meals, etc. The only exception will occur when the employee is required to travel on the City's behalf outside of Columbus, at which time temporary living guidelines will apply.
- d. The City will not reimburse the Contractor for the relocation of an employee to another city, or any other associated costs, after project completion, or contract or employee termination.

### **3. Air Transportation**

- a. Reimbursable air transportation for out-of-state travel is to be provided by commercial airlines, coach seating, and is to be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible.
- b. Transferable premiums or discounts with cash value, if any, are to become the property of the City.
- c. The traveler is personally liable for any charges assessed for unused travel reservations which are not released within the time limits specified, unless failure to cancel can be shown as unavoidable to the City's satisfaction
- d. Travel plans should be filed with the City of Columbus at least 24 hours in advance of travel, if possible. Plans should specify purpose of travel, personnel involved and deviations from above policy, if any. The City reserves the right to disallow any travel which is deemed unnecessary for completion of the project. Exceptions to this policy will be considered on a case-by-case basis.

### **4. Lease/Purchase of Capital Equipment and Other Non-consumable Items**

- a. For purposes of this policy, a "capital" item shall be defined as an item costing more than \$50.00 and/or having a useful life of five (5) years or more.
- b. All contracts involving capital purchases will stipulate that ownership of all items purchased will be retained by the City.
- c. The Contractor will provide specifications for the rental, lease, or purchase of capital item(s) to the Contracting Agency, which will review them for reasonableness and appropriateness. The Contracting Agency will forward the specifications to the City's Purchasing Office, which will solicit bids, and provide to the Contractor all bids

which meet the approved specifications. The Contractor will then rent/lease/purchase the item(s) from the lowest bidder, unless the Contractor can provide to the Purchasing Office an acceptable justification for obtaining the item(s) from another of the bidders. Any deviation from this procedure must receive prior written approval from the Purchasing Office and the Contracting Agency; otherwise, the City reserves the right to disallow reimbursement for capital items.

- d. All data processing equipment will receive approval from the City's Information Services Commission prior to purchase or lease.
- e. Before any vehicle or other major equipment items can be rented, leased or purchased, the Contractor will provide for the City adequate justification of need, including what employee(s) will have use of the equipment, and how long the equipment will be needed. The City reserves the right to determine whether rental, lease or purchase best suits the needs of the project and the City.
- f. Vehicles will only be provided for the project if other means of on-the-job transportation cannot be provided by the Contractor or the City. Whenever practical, the Contractor will be required to provide his own vehicles and will be reimbursed at the established City rate per mile for job-required mileage. Under no circumstances will the City provide vehicles or mileage reimbursement for Contractor employees' personal travel.
- g. The Contractor shall be required to maintain for the City a current detailed inventory of all items purchased with City funds. At the termination of a contract, the Contractor will be required to repair or replace any equipment prior to transfer to the City, normal wear and tear excepted.

## **5. Maintenance of Office Space**

- a. The City will not consider any costs associated with the establishment of a place of business in Columbus, Ohio as reasonable expenses. The Contractor will be responsible for his own local office facilities, including rent, office furnishings, and other costs not directly related to the City's project.
- b. The City will reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings will be purchased as previously outlined.

## **6. Miscellaneous Items**

- a. The City reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item which is unreasonable or incompatible with reimbursement policies.
- b. The City will **not** reimburse for the following:
  - coffee service/bottled water
  - fines and penalties
  - first class airfare
  - entertainment expenses including movies
  - alcoholic beverages
  - barber/hairstylist, manicures, massages, etc.
  - clothing

- gifts, gratuities and favors for City employees
- donations
- damaged personal possessions
- losses due to the theft during travel
- This list is not all-inclusive, but represents a sample of the type of items that will not be reimbursed by the City of Columbus.