

**CAPITAL IMPROVEMENTS PROJECT
REIMBURSEMENT AGREEMENT
FOR
69-kV TRANSMISSION LINE RELOCATION ENGINEERING SERVICES**

This Reimbursement Agreement (the "Agreement") is made and entered into this 17th day of SEPTEMBER, 2018, by and between the City of Columbus, State of Ohio, hereinafter designated the CITY, acting by and through its Director of Public Utilities, hereinafter designated the DIRECTOR, and Cambridge Ohio Development Services, LLC., hereinafter designated the DEVELOPER; and

WHEREAS, the CITY has constructed or is in the process of constructing an overhead electric transmission line in the public right-of-way abutting a property controlled by the DEVELOPER at the northwest corner of McKinley Avenue and Souder Avenue in Columbus, Ohio, (the "SITE") and

WHEREAS, the DEVELOPER proposes to construct or to cause to be constructed a new office complex on the SITE and requests that the transmission line be relocated underground to improve aesthetics, and

WHEREAS, the DEVELOPER recognizes that engineering services (collectively, the "Engineering Services") will be required to determine the cost of such a relocation, and that it is in the DEVELOPER'S best interest to enter into a Reimbursement Agreement with the CITY to retain such engineering services.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree, as follows:

1. DEFINITIONS:

- A. "Contract Documents" shall mean collectively: a) this Agreement, including attachments/exhibits; and b) the proposal from GPD Group (the "Engineer") titled "69kV Alternate Tie Line to West Substation - Poleline Design Preliminary Fee Estimate for Engineering Services" dated September 11, 2018.
- B. "Cost of Work" is defined as the total consideration paid to the CITY for the Engineering Services pursuant to Section 3 herein.
- C. "Maximum Cost" means **\$110,000.00** paid by DEVELOPER to CITY for the Engineering Services, with the total not to exceed said amount, unless an appropriate written modification of this agreement is entered into by the parties.
- D. "Engineering Services" means those professional services described in the Contract Documents, and specifically identified within Exhibit A.
- E. "Work" means the performance of Engineering Services.

2. CONTRACT TERM: Commences upon the date of final execution of the Contract Documents and terminates upon completion of the Work.

3. GENERAL CONSIDERATIONS: In consideration of the promises of the DEVELOPER set forth herein, the CITY agrees to retain the Engineer to perform the

Engineering Services identified in Exhibit A. In utilizing these services, the CITY shall fully cooperate with the DEVELOPER and shall follow and comply with all reasonable requests and instructions of the DEVELOPER particularly dealing with the time, timing, and manner of doing the work and shall complete said Engineering Services. In communications with the CITY, the DEVELOPER shall respond in a timely manner.

4. **PUBLIC USE:** The CITY and the DEVELOPER agree that all Engineering Services reimbursed for under this contract shall be dedicated for public use.
5. **REIMBURSEMENT:** The DEVELOPER promises to reimburse the CITY for 100% of the costs associated with the Engineering Services described herein, up to the Maximum Cost.

The CITY agrees that the reimbursement of Engineering Services will be limited to those items specifically delineated within Exhibit A, unless changes are mutually agreed upon, in writing, by the CITY and DEVELOPER.

A. **Payment by the Developer** – Upon receipt of an invoice from the CITY itemizing the actual costs of the engineering services, the DEVELOPER shall, within thirty (30) days of receipt of invoice, make a payment the CITY for the Cost of Work, up to the Maximum Costs.

6. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between the DEVELOPER, its agents and employees, and the CITY, its contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
7. **EQUAL OPPORTUNITY CLAUSE:**
DEVELOPER agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a DEVELOPER or a Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550-93.)
8. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

THE CITY OF COLUMBUS

By: _____
Tracie Davies

Title: Director of Public Utilities

Date: _____

**CAMBRIDGE OHIO DEVELOPMENT
SERVICES, LLC**

By: _____
Francis Sapienza

Title: Exec. V.P.

Date: 9/17/2018

APPROVED AS TO FORM AND CORRECTNESS:

Zack Klein, City Attorney

AUDITOR'S CERTIFICATION:

EXHIBIT "A"

TASKS 1-1 THROUGH 1-3 AS SET FORTH IN THE ATTACHED PROPOSAL BY GPD
GROUP TO PROVIDE ENGINEERING SERVICES

"69kV Alternate Tie Line to West Substation - Poleline Design Preliminary Fee Estimate for
Engineering Services"

DATED SEPTEMBER 11, 2018



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City of Columbus, Ohio
Division of Power
Attn: Reid Sprite, P.E.
3500 Indianola Ave.
Columbus, Ohio 43214

September 11, 2018

**RE: 69kV Alternate Tie Line to West Substation - Poleline Design
Preliminary Fee Estimate for Engineering Services**

Dear Reid:

The GPD Group is pleased to offer this preliminary fee estimate to develop construction drawings and specifications for the requested revised design to the 69kV Poleline project presently under construction along McKinley and Souder Avenues. The changes are required due to a new customer facility proposed on the northwest corner of McKinley and Souder. This proposal is based on limited information we received from the City and is provided for your use in evaluating the options to meet the customer's request.

Our estimate is based on three (3) options for the line redesign that were submitted to GPD by the Columbus Division of Power (DOP). These options include:

1. Underground cable from the railroad tracks to the Scioto River
2. Relocation of poleline to the south side of I-670 to Hwy 33 via COTA easements
3. Relocation of poleline to the north side of Hwy 33 via COTA easements

GPD proposes to provide engineering design services on any of the three (3) options (tasks) as follows:

Task 1 - Preliminary Designs

The Preliminary Designs has been divided into three different tasks based on the options listed. Many items are the same regardless of the option selected but were repeated in this estimate to provide clarity in the scope of work for each. These preliminary designs will provide a one-page drawing and cost estimate for each of the three (3) options to assist the DOP in the selection of a preferred line route.

Task 1-1 – Underground Cable

1. Meet with City personnel to discuss project specifics
2. Perform preliminary surveying of the route
3. Prepare a preliminary background drawing
4. Prepare a one page drawing showing preliminary quantities of:
 - a. Conduit
 - b. Cable

- c. Junction points (if required)
 - d. Manholes
 - e. Riser poles
5. Develop a cost estimate for the construction
6. Review the preliminary design with the DOP and receive approval to proceed to the next task

A total of two (2) site visits are included with Task 1-1.

Task 1-2 – Relocation to south side of I-670 to Hwy 33 via COTA easements

1. Meet with City personnel to discuss project specifics
2. Meet with ODOT and City personnel to discuss this option and obtain preliminary approval from ODOT to proceed
3. Perform preliminary surveying of the route
4. Prepare a preliminary background drawing
5. Prepare a one page drawing showing preliminary quantities of:
 - a. Poles
 - b. Conductor
 - c. Guying
 - d. Easements required
6. Develop a cost estimate for construction
7. Review the preliminary design with the DOP and receive approval to proceed to the next task

A total of three (3) site visits are included with Task 1-2.

Task 1-3 – Relocation to the north side of Hwy 33 via COTA easements

1. Meet with City personnel to discuss project specifics
2. Contact the County to discuss this option and obtain preliminary approval from the County to proceed
3. Perform preliminary surveying of the route
4. Prepare a preliminary background drawing
5. Prepare a one page drawing showing preliminary quantities of:
 - a. Poles
 - b. Conductor
 - c. Guying
 - d. Easements required
6. Develop a cost estimate for construction
7. Review the preliminary design with the DOP and receive approval to proceed to the next task

A total of three (3) site visits are included with Task 1-3.

Task 2 – Construction Design, Preliminary Fee

The Construction Design is also divided into the three different tasks per option. GPD will provide a firm proposal for the detailed design once the option is selected and more information is known about the final requirements.

Task 2-1 – Underground Cable

1. Perform survey to verify the existing road right-of-way along the route
2. Perform underground utility investigation and show all underground utilities identified
3. Perform environmental investigation
4. Prepare background drawings based on survey
5. Prepare construction drawings using backgrounds
6. Prepare as-needed construction detail drawings
7. Prepare detailed material specifications
8. Prepare a Storm Water Pollution Prevention Plan (SWPP)
9. Review design drawings and specifications with the City as per the DOP review processes (30%, 60%, 90%, Final)
10. Perform any required revisions to the drawings and specifications based on DOP reviews
11. Submit copies of the plans to all other utilities including the appropriate City of Columbus personnel
12. Revise plans per other department review requirements
13. Develop a detailed estimate of the work
14. Submit final drawings, specifications and estimate to the DOP

A total of four (4) site visits are included with Task 2-1.

Task 2-2 – Relocation to south side of I-670 to Hwy 33 via COTA easements

1. Perform survey to locate the existing road right-of-way along the route
2. Perform survey to identify property owners along any required easements
3. Prepare easements and assist the DOP with obtaining the required easements
4. Perform underground utility investigation and show all underground utilities identified
5. Perform environmental investigation
6. Prepare background drawings based on survey
7. Develop PLS-CADD model of poleline
8. Prepare construction drawings using backgrounds and PLS-CADD model
9. Prepare as-needed construction detail drawings
10. Prepare detailed material specifications
11. Review design drawings and specifications with the City as per the DOP review processes (30%, 60%, 90%, Final)
12. Perform any required revisions to the drawings and specifications based on DOP reviews
13. Submit copies of the plans to all other utilities including the appropriate City of Columbus personnel
14. Revise plans per other department review requirements
15. Submit plans to ODOT and the county for approval
16. Develop a detailed estimate of the work
17. Submit final drawings, specifications and estimate to the DOP
18. Prepare plan and profile drawings for use in obtaining road and railroad crossing permits

A total of six (6) site visits are included with Task 2-2.

Task 2-3 – Relocation to the north side of Hwy 33 via COTA easements

1. Perform survey to locate the existing road right-of-way along the route
2. Perform survey to identify property owners along any required easements
3. Prepare easements and assist the DOP with obtaining the required easements
4. Perform underground utility investigation and show all underground utilities identified
5. Perform environmental investigation
6. Prepare background drawings based on survey
7. Develop PLS-CADD model of poleline
8. Prepare construction drawings using backgrounds and PLS-CADD model
9. Prepare as-needed construction detail drawings
10. Prepare detailed material specifications
11. Review design drawings and specifications with the City as per the DOP review processes (30%, 60%, 90%, Final)
12. Perform any required revisions to the drawings and specifications based on DOP reviews
13. Submit copies of the plans to all other utilities including the appropriate City of Columbus personnel
14. Revise plans per other department review requirements
15. Submit plans to ODOT and the County for approval
16. Develop a detailed estimate of the work
17. Submit final drawings, specifications and estimate to the DOP
18. Prepare plan and profile drawings for use in obtaining road and railroad crossing permits

A total of six (6) site visits are included with Task 2-3.

Task 3 – Construction Administration Services

GPD is proposing to provide the Construction Administration Services based on those services as requested on the 69kV Alternate Tie Line to West Sub Project. Those services include:

1. Issue "For Construction" drawing set.
2. Attend a Pre-Construction Meeting with the contractor, his general foreman and his site superintendent(s). GPD will record the minutes of the meeting and submit the minutes to all parties in attendance. The minutes will include the contact information for all parties involved.
3. Provide plan interpretation via telephone (Site inspection shall be performed by others).
4. Review any change order requests from the contractor.
5. Develop Record Drawings based on contractor field markings.

No site visits are required or included for Task 3.

Assumptions and Clarifications

1. The scopes for *Task 2 - Construction Design* provided with this estimate are preliminary and are subject to change once more information is available and the option for changes has been selected by the DOP.
2. No services other than those identified above shall be part of this proposal. Additional work to the above scope will be billed on an hourly basis at standard GPD hourly rates after approval by the DOP.
3. GPD will invoice monthly based on man-hours completed.
4. GPD attendance at monthly progress meetings will not be required beyond the monthly meetings presently occurring for the 69kV Alternate Tie Line to West Substation Project.
5. No site visits have been included for the construction. Any site visit requests will be billed at the GPD hourly rates upon approval by the DOP.
6. Bidding services, including bid documents, are not included in this proposal.

GPD proposes to do this work on an hourly basis for the following fees:

<i>Task</i>	<i>Task Description</i>	<i>Engineering Fee Including Expenses</i>
1-1	Preliminary Design – Option 1	\$29,000
1-2	Preliminary Design – Option 2	\$38,000
1-3	Preliminary Design – Option 3	\$43,000
2-1	Construction Design - Option 1	\$106,600
2-2	Construction Design - Option 2	\$295,000
2-3	Construction Design - Option 3	\$297,600
3	Construction Administration Services	\$42,800

Thank you for this opportunity to quote engineering services to the City of Columbus. Please call if you have any questions or need additional information.

Sincerely,
GPD Group



Jeffrey W. Pearce, PE
Project Manager

cc: Jim O'Connor, GPD