



Engineers, Surveyors, Planners, Scientists

October 5, 2018

Mr. Mike Edwards
GIS Manager
City of Columbus, Public Utilities
910 Dublin Road
Columbus, Ohio 43215

Subject: Proposal for SUMS Enhancement

Dear Mr. Edwards,

EMH&T is pleased to provide our proposal for professional services for the above referenced project. It is our understanding that the project scope currently involves implementing numerous improvements and changes in functionality, which are detailed below. Our approach to completing the work will employ agile development methodology, which will involve the City in numerous review sessions to allow for necessary feedback and input.

Scope of Services

The scope of services for this project is based on the following:

Essential Features

1. ArcMap Version Upgrade: Upgrade to SUMS to be compatible with ArcGIS 10.6.1. That would involve making one 32-bit package for installation on a Windows-based machine that supports the SDE data sources and the Oracle ODBC connections already made available by the City. This will include Resource DLL assemblies; Update project settings; Update code as-needed; and Installation and testing support
2. SUMS Management / Links Tab – UCBPREM I CITY IND: EMH&T will update the Link Tab (SUMS Management) grid view to include the UCBPREM_I_O_CITY_IND field. It will be included as reference information (i.e. not editable) and will appear differently. This will be accomplished using the Premise ID / CISKey information in a join configuration.
3. Premise Sub Code / Master Code: EMH&T will fully incorporate Sub Code and Master Code in relevant Premise search and display screens.
4. Premise Maintenance: EMH&T will add an additional tab to the SUMS Management that allows for Premise maintenance. The tab will provide the ability to edit Parcel Taxing District, Parcel Number, Dwelling Type, Master Code, and Sub Code, with edits applied to the CUBS application. *This item is dependent on Department of Technology staff cooperation to provide necessary access credentials.*
5. CUBS Notes: EMH&T will incorporate access to the CUBS Notes features from within SUMS. This will give the user the ability to review all notes and add/edit notes related to any premise / account. *This item is dependent on Department of Technology staff cooperation to provide necessary access credentials.*
6. CUBS Service Orders: EMH&T will incorporate access to the CUBS service order features from within SUMS. This will give the user the ability to review all service orders and add/edit notes related to any

premise / account. *This item is dependent on Department of Technology staff cooperation to provide necessary access credentials.*

7. ERU Rounding: Any display and storage of ERU's must round to the nearest integer. EMH&T will confirm this throughout the application. NOTE: In some circumstances (e.g. deconsolidation), the sum of ERU's charged to participating Premises will not equal the ERU's computed on an overall basis.

Desired Features

8. Topology Checks – Automated: EMH&T will implement the execution of automated topology checks at key points in the operation of SUMS. This will help to identify topology errors as early as possible to mitigate the effects of these errors further downstream. EMH&T and the City will cooperatively determine the trigger for this during project performance, but the intent is to have this performed at the scale of a SUMS group.
9. Split Tool: EMH&T will update the split tool to assign Parcel ID to impervious areas automatically based on centroid using overlay.
10. SUMS Alerts: EMH&T will provide functionality to assign alerts and other messages to SUMS groups. These will be accessible in a shared environment and will allow the user to record important notes that flag a SUMS group with special notes or instructions. These will be managed for long-term tracking.
11. SUMS Management – Documents Tab: EMH&T will replace the current static document management tab with live access to Falcon DMS documents using Premise ID / CISlink. *This item is dependent on Department of Technology staff cooperation to provide necessary access credentials and the ability of Falcon DMS to support tie-ins in this manner.*
12. Web Impervious Viewer: EMH&T will update the Web Impervious Viewer to incorporate any relevant changes made to the SUMS desktop application. These will be minimal considering the purpose of the Web Impervious Viewer – limited to 48 hours for proposal purposes. *This item is dependent upon access to the source code of the current application and Department of Technology staff cooperation to provide necessary support during application deployment.*

As-Needed Services

13. CUBS Upgrade Interaction: Provide support, as needed and related to SUMS functionality, during the City's planned upgrade to the CUBS application. EMH&T will represent and consider the SUMS requirements and tie-ins to the system and recommend any needed changes or upgrades to the application. This item will only be performed as requested by the City, and is limited to 56 hours of time for proposal purposes.

I. Application Development Services

The completion of each task will require time and cooperation from the City to gather information regarding requirements and expectations. This will result in a complete description and, if possible, mock ups for each existing or new interface that is involved. In order to facilitate prototyping and review, EMH&T will combine items within a functional group. This will allow for agile development and review sessions with the City to confirm progress towards desired deliverables. EMH&T will complete the development and facilitate City review for each grouping. EMH&T will primarily host review sessions during development, but the City should make available a desktop for installation and hands-on testing of key versions.

II. Deployment and Configuration

After acceptance of the final SUMS application, EMH&T will prepare a final install package for the installation. That would involve making one 32-bit package for installation on a Windows-based machine that supports the SDE data sources and the Oracle ODBC connections already made available by the City. The install package will be set up so that existing settings are preserved, while fresh installs will begin with pre-loaded defaults settings that simplify final configuration. For the Web Impervious Viewer, Department of Technology staff will complete the deployment and configuration with documentation and interactive guidance / support from EMH&T. After final deliverable and acceptance by the City, EMH&T will provide source code for the enhanced SUMS application.

Fee and Schedule

We propose the foregoing services for a not to exceed fee of \$59,373.32, which is summarized below and detailed in the attached exhibits and appendices:

I. Application Development Services

A. Essential Features (Items 1 – 7).....	\$22,396.36
B. Desired Features (Items 8 – 12)	\$25,500.37
a. Item 8: Topology Checks – Automated.....	\$3,525.79
b. Item 9: Split Tool	\$2,143.59
c. Item 10: SUMS Alerts	\$6,290.19
d. Item 11: SUMS Management – Document Tab	\$8,012.01
e. Item 12: Web Impervious Viewer.....	\$5,528.79
C. As-Needed Services (Item 13).....	\$7,950.80

II. Deployment and Configuration\$3,525.79

Invoicing

Invoices for the aforementioned services shall be due and payable within thirty (30) days of issuance. In the event that payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month.

Terms and Conditions of Professional Service

The attached “Terms and Conditions of Professional Service” shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T’s Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

EMH&T appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance.

If you have any questions, please do not hesitate to call.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



PROJECT MANAGER
DIRECTOR OF GEOSPATIAL SOLUTIONS

Acceptance and Authorization to Proceed

Authorized Signature

Title

Company Name

Print Name and Date

Enclosures: Terms and Conditions
 Exhibit 2A – Cost Summary
 Exhibit 2B – Maximum Hourly Rate Schedule
 Appendix A – Project Time Schedule
 Appendix B – Labor Hours

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**SCHEDULE 2A - ENGINEERING
COST SUMMARY**

SCHEDULE 2A ENGINEERING COST SUMMARY					
1. CITY: COLUMBUS, OHIO DEPT. OF PUBLIC UTILITIES			2. CIP NO. : NA CT NO:		3. VERSION: 10/2/2018
4. NAME OF CONSULTANT: EMH&T			PROJECT TITLE: SUMS Enhancement		
5. ADDRESS: 5500 New Albany Road Columbus, OH 43054			6. TYPE OF CONTRACT: DIRECT HOURLY w/MULTIPLIER		
7. DIRECT LABOR (DL)	LABOR CATEGORY	EST. HRS.	MAX HOURLY RATE	TOTALS	
	Principal (PR)	0	98.40	\$0.00	
	Project Manager (PM)	180	47.29	\$8,512.20	
	Project Engineer (PE)	0	46.20	\$0.00	
	Design Engineer (DE)	0	33.60	\$0.00	
	GIS Programmer (GP)	328	29.00	\$9,512.00	
	CAD Operator (D1)	0	26.25	\$0.00	
	2-Man Field Crew (2FC)	0	63.00	\$0.00	
	Field Technician (FT)	0	25.20	\$0.00	
	Registered Surveyor (RS)	0	34.65	\$0.00	
	Clerical (CL)	0	24.15	\$0.00	
					DL TOTAL:
8. Indirect Labor		Overhead & Administrative (a)	Profit (b)	Indirect Cost Multiplier (a+b)+(a*b)	
		1.7123	0.1	1.98353	
		Indirect Labor +Profit Total			\$35,751.54
9. TOTAL LABOR + PROFIT (ITEM8 +ITEM9)(or 1+Indirect Cost Multiplier) (Line 7 + Line 8)					\$53,775.74
10. OTHER DIRECT COSTS (ODC) a. Travel				EST. COST	
				200	
Travel Subtotal:				\$200.00	
b. Equipment, materials, supplies expenses from form 2A-2				EST. COST	
				\$0.00	
E, M & S Subtotal:				\$0.00	
d. Other (Specify categories)				EST. COST	
Other Subtotal:				\$0.00	
OTHER DIRECT COSTS (ODC) TOTAL:					\$200.00
11. TOTAL COSTS (Item 9+10) =					\$53,975.74
12. CONTINGENCY (10%) =					\$5,397.57
13. TOTAL COST (sum of line11 + line 12)					\$59,373.32

SCHEDULE 2B - MAXIMUM HOURLY RATE SCHEDULE

SUMS Enhancement		
CIP NO.: NA		
Project Duration:	2018	2019
Firm:	EMH&T	
Labor Categories	Max Hourly Rate 2018	Max Hourly Rate 2019
Principal (PR)	\$98.40	\$103.32
Project Manager (PM)	\$47.29	\$49.65
Project Engineer (PE)	\$46.20	\$48.51
Design Engineer (DE)	\$33.60	\$35.28
GIS Programmer (GP)	\$29.00	\$30.45
CAD Operator (D1)	\$26.25	\$27.56
2-Man Field Crew (2FC)	\$63.00	\$66.15
Field Technician (FT)	\$25.20	\$26.46
Registered Surveyor (RS)	\$34.65	\$36.38
Clerical (CL)	\$24.15	\$25.36

APPENDIX A

PROJECT TIME SCHEDULE

Project Title: SUMS Enhancement
CIP NO.: NA

TASK NO.	ACTIVITY	MONTH					
		1	2	3	4	5	6
IA	Application Development - Essential Features (Items 1-7)						
I.B.a	Application Development - Desired, Item 8						
I.B.b	Application Development - Desired, Item 19						
I.B.c	Application Development - Desired, Item 10						
I.B.d	Application Development - Desired, Item 11						
I.B.e	Application Development - Desired, Item 12						
I.C	Application Development - As-Needed, Item 13						
II	Deployment and Configuration						

**APPENDIX B - EMHT
LABOR HOURS**

Project Title: SUMS Enhancement

CIP NO.: NA

TASK NO.	ACTIVITY	EMH&T										
		LABOR HOURS										
		PR	PM	PE	DE	GP	D1	2FC	FT	RS	CL	TOTAL
IA	Application Development - Essential Features (Items 1 - 7)		56			144						200
I.B.a	Application Development - Desired, Item 8		8			24						32
I.B.b	Application Development - Desired, Item 19		4			16						20
I.B.c	Application Development - Desired, Item 10		16			40						56
I.B.d	Application Development - Desired, Item 11		32			32						64
I.B.e	Application Development - Desired, Item 12		16			32						48
I.C	Application Development - As-Needed, Item 13		40			16						56
II	Deployment and Configuration		8			24						32
	Total Hours	0	180	0	0	328	0	0	0	0	0	508

PR - Principal

PM- Project Manager

PE - Project Engineer

DE- Design Engineer

GP - GIS Programmer

D1 - CAD Operator

2FC-2 Man Field Crew

FT-Field Technician

RS- Registered Surveyor

CL - Clerical