

CITY OF OBERLIN, OHIO
ORDINANCE NO. 22-21 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SHAFFER, JOHNSTON, LICHTENWALTER & ASSOCIATES, INC. OF MANSFIELD, OHIO FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT OF THE SOUTH PLEASANT STREET BRIDGE IN THE CITY OF OBERLIN AS AN EMERGENCY MEASURE

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Shaffer, Johnston, Lichtenwalter & Associates, Inc. of Mansfield, Ohio for professional engineering design services for the replacement of the South Pleasant Street Bridge in the City of Oberlin in an amount not to exceed \$165,600.00. A copy of the proposed contract is attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to proceed with design as soon as possible to ensure the timely replacement of the South Pleasant St. Bridge in accordance with the schedule established by the Ohio Department of Transportation and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: April 4, 2022
 2nd Reading: _____
 3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



HEATHER ADELMAN
PRESIDENT OF COUNCIL

POSTED: 04/05/2022

EFFECTIVE DATE: 04/04/2022

AGREEMENT

PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SOUTH PLEASANT STREET BRIDGE OVER PLUM CREEK (BRIDGE NO. LOR-M0003-0072) IN THE CITY OF OBERLIN, LORAIN COUNTY, OHIO

This Engineering Agreement, entered into at Oberlin, Ohio this 2nd day of MAY, 20 22 by and between the City of Oberlin, Ohio, acting by and through the City Public Works Director, hereinafter referred to as the CITY, and Shaffer, Johnston, Lichtenwalter & Associates, Inc., organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering and surveying, hereinafter referred to as the CONSULTANT, with their office located at 909 South Main Street, Mansfield, Ohio 44907.

WITNESSETH

That the CITY and the CONSULTANT, for the mutual consideration herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

Except as modified or otherwise provided, the CONSULTANT agrees to perform engineering and adjunct services for the improvement of a portion of South Pleasant Street by replacing the present bridge over Plum Creek on the existing vertical and horizontal alignment with a new superstructure, abutments and approaches.

The WORK will involve submittal of Environmental, Subsurface Utility Location and Geotechnical Reports as well as the production of Construction Plans and will be delivered in four submittals: Stage 1 Preliminary Right of Way and Design Plans, Stage 2 Final Right of Way and Detail Design Plans, Stage 3 Detail Design Plans and Final Tracings.

The WORK will begin with the development of a Preliminary Engineering Study Report which will include the hydraulic analysis and design of the waterway opening under the bridge, a comparison of several appropriate bridge types, a Report listing the construction and maintenance costs of each type and a recommendation of which is most cost effective and should be constructed. The Stage 1 (Preliminary Engineering) Plans will include the title sheet, typical sections, plan and profile sheet(s), cross sections (roadway and channel), bridge site plan, existing abutment removal plan, new abutment and superstructure section plans, and the preliminary right of way plans. The Environmental Study will be prepared by Ohio Department of Transportation (ODOT) District 3 staff except for the Regulated Materials Review, an Asbestos Survey, and preparation of a Nationwide Permit Application which will be performed by our subconsultant. The Geotechnical Exploration and Subsurface Utility Location Reports will be prepared by our subconsultant and will be submitted for review. The Preliminary Engineering Study Report and Stage 1 Plans, including a preliminary estimated construction cost will be submitted for CITY and ODOT review and approval.

The final design component of the WORK will be delivered in three stages: Stages 2 and 3 Detail Design Plans and Final Tracings. With the CITY and ODOT approval of the Stage 1 Plans, the preparation of the Stage 2 Detail Design Plans will commence, which includes the title sheet, typical sections, roadway general notes, maintenance of traffic plans, plan and profile sheet(s), cross sections, bridge site plan, bridge general plan and notes, abutment removal and detail sheets, superstructure detail sheets, reinforcing steel tables, and final right of way plans including legal descriptions. The Stage 2/Detail Design Plans including a preliminary estimated construction cost will be submitted for CITY and ODOT review and approval.

With the CITY and ODOT approval of the Stage 2 Plans, the preparation of the Stage 3

Detail Design Plans will commence, which includes all aspects of the approved Stage 2 Plans with the addition of final quantities and the engineering construction cost estimate, all of which will be submitted to the CITY for final review and approval.

With the CITY and ODOT approval of the Stage 3 Plans and completion of right of way acquisition by our subconsultant, we will submit the Final Tracings which include all aspects of the approved Stage 3 Plans with the addition of final quantities and the engineering construction cost estimate, all of which will be submitted to the CITY for final review and approval.

CLAUSE II - TIME SCHEDULE

As authorized by the CITY, the CONSULTANT agrees that the WORK to be performed under this Engineering Agreement shall adhere to and comply with the following schedule:

COMMENCEMENT: Within ten (10) days after receipt of written Notice to Proceed.

STAGE 1 PLANS / PRELIMINARY ENGINEERING STUDY REPORT /

PRELIMINARY RIGHT OF WAY PLANS SUBMITTAL TO CITY AND ODOT DISTRICT 3

DUE: Four months following written Notice to Proceed, allowing for one (1) month for ODOT and CITY review.

STAGE 2 PLANS / FINAL RIGHT OF WAY PLANS SUBMITTAL TO CITY AND

ODOT DISTRICT 3 DUE: Three months following written CITY and ODOT acceptance of

Stage 1 Plans, Preliminary Engineering Study Report and Preliminary Right of Way Plans, allowing for one (1) month for ODOT and CITY review.

STAGE 3 SUBMITTAL TO CITY DUE: Three months following written CITY and ODOT acceptance of Stage 2 Plans and Final Right of Way Plans, allowing for one (1) month for CITY review.

FINAL TRACINGS SUBMITTAL TO CITY DUE: Five and one-half months following written CITY acceptance of Stage 3 Plans and acquisition of all Right of Way. The entire period being eighteen and a half (18½) months following receipt of written Notice to Proceed.

CLAUSE III - PRIME COMPENSATION

The CITY agrees to compensate the CONSULTANT for the performance of the WORK specified in this Engineering Agreement on the basis of the following:

A Lump Sum Fee of One Hundred Sixty-Five Thousand Six Hundred Dollars (\$165,600.00) shall be paid for all authorized items.

The CITY, upon properly and adequately supported request by the CONSULTANT, may re-negotiate the “Lump Sum Fee” to cover justifiable costs not within the purview of the scope and costs of services originally contemplated herein, and not due to lack of diligence or capability on the part of CONSULTANT - such costs may arise from significant changes in the scope and character of such services, the establishing or evolving of unusual complexities in the requirements to accomplish the job fulfillment, or from unforeseeable circumstances or delays beyond the control of the CONSULTANT.

CLAUSE IV - ADDITIONAL COMPENSATION

The CONSULTANT agrees to perform the following services, if such services are requested by subsequent written authorization by the CITY, and the CITY agrees to pay the CONSULTANT for the performance of such services as follows:

1. Changes or Additions requiring Additional-Fee Payments:
As may be negotiated at the time required.
2. Environmental Studies and Documentation (Cultural Resource – Section 106

Scoping Request Form, Section 4f – Determination Request Form, Ecological Resources – Level 1 Ecological Survey Report and UNIONID Mussel Survey Report, Waterway Permits – Floodplain Coordination/FIRM Map, Air – Exempt Memo, Noise – Exempt Memo, Public Involvement – Underserved Population Census Mapping/C2 Documentation Form) or other special Investigations or Studies:

To be provided by subconsultant(s) at the CITY'S expense after CONSULTANT obtains proposals and the CITY'S authorization as a part of the WORK in CLAUSE I.

3. Appearances and Conferences subsequent to final Acceptance of WORK:

Principal Engineer or Project Manager - \$1,100.00 per day

Appearance fees shall include all costs except unusual transportation expenses, if any.

It is mutually understood and agreed that the fees, set forth in CLAUSE III – Prime Compensation, of this Engineering Agreement, are totally separate and independent of the CONSULTANT'S fees which may be earned under the CITY'S optional and independent authorization of this CLAUSE IV.

CLAUSE V - INCORPORATION BY REFERENCE

Chapters 1 and 2 of the Ohio Department of Transportation's publication dated 2016, entitled "Specifications for Consulting Services," herein sometimes referred to as Specifications, are hereby incorporated and made a part of this Engineering Agreement by reference as though expressly written herein. All applicable engineering services and provisions not defined in this Agreement shall be as set forth in the above Chapters of the Specifications. Reference to the

STATE in the above documents shall be construed to mean the CITY of Oberlin or the Ohio Department of Transportation as it applies.

Also incorporated by enclosure hereto is the "LPA Scope of Services Form," revised May 8, 2018.

CLAUSE VI - METHOD OF PAYMENT – LUMP SUM FEE

The "Lump Sum Fee" compensation for the CONSULTANT'S services rendered in the performance of the WORK required under this Engineering Agreement and modifications or supplements hereto, if applicable, shall be made in the following manner:

1. The CONSULTANT shall submit monthly itemized billings to the CITY for its completed contracted work.
2. The CONSULTANT shall submit all billings in duplicate to the CITY.
3. The CITY shall process the CONSULTANT'S billings within thirty (30) days following submission; or, if a billing is not acceptable, the CITY shall provide the CONSULTANT a clear statement regarding its ineligibility or the deficiencies to be eliminated prior to Acceptance and processing.
4. The amount of the final fee payment shall be equal to one hundred percent (100%) of the Lump Sum Fee Amount, less the total of all previous partial fee payments paid, or in the process of payment, and such final fee payment shall be due upon Acceptance of the final and complete detailed Construction Contract Plans. No approval given or payment made under this Engineering Agreement, and supplements hereto, shall be conclusive evidence of the performance of said agreement(s) either wholly or in part, and no payment shall be construed to be an acceptance of defective WORK or improper materials.

No approval given or payment made under this Engineering Agreement, and supplements hereto, shall be conclusive evidence of the performance of said agreement(s) either wholly or in part, and no payment shall be construed to be an acceptance of defective WORK or improper materials.

IN WITNESS WHEREOF, the parties hereto have caused this Engineering Agreement to be executed, in triplicate, as of the day and year first above written.

SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.

Witness: Brian M. Vuori

By: [Signature]
Keith A. Amstutz, P.E.
Vice President

CITY OF OBERLIN

[Signature]
Rob Hilliard, City Manager

Attest: [Signature]

SEE BELOW
Jon Clark, Law Director

CERTIFICATE OF FISCAL OFFICER

Contract No. _____

Oberlin, Ohio _____ (Date)

I hereby certify the amount mentioned in the foregoing contract between the City of Oberlin and Shaffer, Johnston, Lichtenwalter & Associates, Inc., amounting to \$165,600.00 is in the Treasury of the City of Oberlin or in the process of collection, free from any previous encumbrances, to the credit of the 112 appropriation, from which it is to be drawn and not appropriated for any other use.

[Signature]
I. Salvatore Talarico, Finance Director

I hereby certify that I have examined the contract between the City of Oberlin and Shaffer, Johnston, Lichtenwalter & Associates, Inc., and find the same to be in accordance with the provisions of law, and the same is hereby approved.

APPROVED AS TO FORM

Date: 4/18/12
[Signature]

Jon Clark, Law Director

Jon D. Clark, City Law Director

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2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



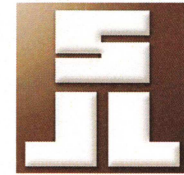
HEATHER ADELMAN
PRESIDENT OF COUNCIL

POSTED: 04/05/2022

EFFECTIVE DATE: 04/04/2022

112 5101 56015
PO 26220984

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS**



**LOR-S. Pleasant St. over Plum Creek (PID 115995)
Preliminary Project Schedule**

ACTIVITY	COMMIT DATE	ACTUAL DATE
Authorization to Proceed Received in Prime Consultant's Office	4/5/22	
Stage 1 Preliminary Design & R/W Plans Submittal	8/5/22	
Stage 1 Preliminary Design & R/W Plans Review Completed by City and ODOT District 3	9/6/22	
Stage 2 Detail Design & Final R/W Plans Submittal	12/6/22	
Stage 2 Detail Design & Final R/W Plans Review Completed by City and ODOT District 3	1/6/23	
Environmental Document Approved	2/6/23	
Stage 3 Detail Design Plans Submittal	4/6/23	
Stage 3 Detail Design Plans Review Completed by City and ODOT District 3	5/5/23	
ODOT District 3 Certifies R/W & Utility Clearance	10/6/23	
Final Tracings Submittal	10/20/23	
City Certifies R/W & Utility Clearance to ODOT District 3	10/20/23	
City Submits PS&E Package to ODOT District 3	11/17/23	
ODOT District 3 Environmental Clearance Form	12/1/23	
PS&E Package Received in ODOT Central Office	12/1/23	
Sale	2/1/24	
Award	3/1/24	
City Submits Bid Results to ODOT District 3	3/1/24	
Estimated Begin Construction	4/1/24	
Estimated End Construction	10/1/24	
City Final Acceptance	11/1/24	

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909 South Main Street □ Mansfield, Ohio 44907
Ph. (419) 756-7302 □ Fax (419) 756-0867 □ Email: jkennedy@sjl-inc.com

