

RESOLUTION NO. 18-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Ray ON
THE 15th DAY OF February, 2021.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A CONTRACT FOR PLANNING AND
ENGINEERING CONSULTING SERVICES FOR THE
UPTOWN STREETScape IMPROVEMENTS PROJECT
WITH LJB INC.**

WHEREAS, the City of Centerville is desirous of obtaining professional services to provide planning and engineering services for the Uptown Streetscape Improvements Project (the "Project"); and

WHEREAS, the City desires to seek assistance with this Project with the purpose to convert the Uptown concept master plan into actionable construction; and

WHEREAS, LJB Inc. has unique knowledge of municipal governments and a demonstrated ability to assist in accomplishing the objectives of the City; and

WHEREAS, the Project contains two parts and LJB Inc. will assist in Part 1 of the project for now, with Part 2 to be subject to future negotiations.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to enter into a Service Agreement for planning and engineering services with LBJ Inc. and the City Manager is hereby authorized to execute the Services Contract with LBJ Inc. in a form substantially similar to the contract attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

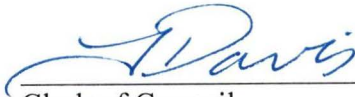
Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15th day of February, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 18-21, passed by the Council of the City of Centerville, Ohio on the 15th day of February, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between the **City of Centerville, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, hereinafter referred to as the "City," and LJB Inc., an Ohio corporation, 2500 Newmark Drive, Miamisburg, OH 45342 hereinafter referred to as the "Consultant". In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the City and the Consultant mutually desire to contract with each other to perform the services for this project, which include the Scope of Work attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the Consultant is to provide professional services and is uniquely qualified, experienced and willing to perform said Work; and

WHEREAS, the City and the Consultant mutually desire to perform the obligations embodied in Exhibit "A."

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The Consultant agrees to perform Part I – Uptown Plan Scoping Study of the services embodied in the Scope of Work attached hereto and hereinafter referred to as “Exhibit A.” Said Exhibit A is incorporated by reference as written hereinafter in full.

ARTICLE TWO: SCHEDULE OF PAYMENTS

To compensate the Consultant for services rendered in accordance with the terms embodied in the Compensation for Professional Services attached hereto and described as Part I – Uptown Plan Scoping Study and hereinafter referred to as "Exhibit B," the City agrees to pay the Consultant an amount not to exceed (Two Hundred and Fifty-Seven Thousand, Two Hundred and Sixty-Two) Dollars (\$257,262). Said Exhibit B is incorporated by reference as if written hereinafter in full.

ARTICLE THREE: TERM

The Term of this Agreement shall be from date of last execution by all parties, the date upon which the Agreement is authorized and awarding this Agreement, whichever event occurs last, and shall terminate on December 31, 2022 (the “Term”). The parties agree that any additional scope or an extension of the term would be accomplished through a contract amendment.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Consultant from obtaining and working under an additional contractual arrangement(s) with other parties

aside from the City, assuming that such other contractual work in no way impedes the Consultant's ability to perform the services required under this Agreement. The Consultant hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least sixty (60) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City is of the opinion that the Consultant is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Consultant at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Consultant to cure the reason for the termination provided the cure of the reason is accomplished within thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Consultant has

completed upon the date of its inability to continue the terms of this Agreement shall become the property of the City, and further the City shall not be liable to tender and/or pay to the Consultant any further compensation after the date of the Consultant's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant; and the City may withhold any compensation to the Consultant for the purpose of set-off until such time as the amount of damages due the City from the Consultant is agreed upon or otherwise determined. Additionally, the parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, the City may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Consultant, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the

work authorized by this Agreement. The costs of any health insurance benefits required by the PPACA shall be the responsibility of the Consultant and shall not be billed directly to the City. The Consultant shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the Consultant to report, track and determine employee hours that are eligible to be offered insurance benefits.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Consultant shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out this Agreement. The Consultant shall not permit employment of persons not skilled in tasks assigned to them. The Consultant shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Consultant shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property

referred to in this Section caused in whole or in part by the Consultant, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Consultant is responsible under this Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Consultant. The foregoing obligations of the Consultant are in addition to the Consultant's other obligations hereunder. In an emergency affecting safety of persons or property, the Consultant shall act, at the Consultant's discretion, to prevent threatened damage, injury or loss. The Consultant shall notify the City or a security arm of the City as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Consultant shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the City and the Consultant shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of

birth. The Consultant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant, or any person claiming through the Consultant, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Consultants or subcontractors of said Consultant.

ARTICLE FIFTEEN: INDEMNIFICATION

Consultant shall indemnify and hold harmless the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is

the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Consultant for the City.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Consultant in the conduct of the provisions of this Agreement. The Consultant shall at all times have the status of an independent Consultant without the right or authority to impose tort, contractual or any other liability on the City.

ARTICLE SEVENTEEN: DISCLOSURE

The Consultant hereby covenants that it has complied with the City's disclosure policy which requires anyone contracting with the City to disclose to the City any business relationship or financial interest that said Consultant has with an employee of the City or of any other City, agency, elected official or commission of the City of Centerville, such an employee's business, or any business relationship or financial

interest that a Centerville elected official, City, agency or commission employee has with the Consultant or in the Consultant's business.

ARTICLE EIGHTEEN: INSURANCE REQUIREMENTS

Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees, or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- General Aggregate
\$2,000,000
 - Products – Completed Operations Aggregate
\$1,000,000

- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: “The City of Centerville shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.
 - b. Coverage shall be primary and non-contributory.
 - c. Associated bid number, job number, or project number should be referenced on the certificate.
 - d. The Policy should contain an unintentional failure to disclose endorsement.
 - e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
 - f. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Coverage shall be primary and non-contributory.
- b. Policy should be endorsed with an unintentional failure to disclose wording.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Ohio Employers' Liability	
Each Accident	
\$1,000,000	
Disease – Each Employee	
\$1,000,000	
Disease – Policy Limit	
\$1,000,000	

- a. Policy shall contain a waiver of subrogation in favor of the City of Centerville.
- b. Contractor's subcontractor shall be subject to the same minimum requirements identified in this section.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim/Aggregate	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Centerville is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the City of Centerville, Ohio.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the City of Centerville with an "A.M. Best" rating of not less than A IX. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to

be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Municipal Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

ARTICLE NINETEEN: PERFORMANCE BOND

No performance bond is required for this Agreement.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Consultant, to the Consultant's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Consultant in dividing the Work among

subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

[Signatures to follow on next page]

The parties have hereunto set their hands this _____ day of _____, 20____.

LJB Inc., an Ohio Corporation

By: _____
Its: _____

CITY OF CENTERVILLE

Wayne S. Davis
City Manager

APPROVED AS TO FORM BY:

Scott A. Liberman
Municipal Attorney

Date: _____



SCOPE OF SERVICES

Project name: Uptown Streetscape Improvements – Parts 1 and Draft for Part 2

Client name: City of Centerville

Date: January 5, 2021

LJB Inc. has developed a detailed scope of services including project understanding, steps and tasks anticipated, and deliverables. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

PROJECT UNDERSTANDING

The City Council and staff committed to a five-year Strategic Plan that is scheduled to run from 2018-2023. Goal Area 1 is focused on the Economic Development in the City, part of which is the Uptown Action Plan. The Uptown Action plan's vision is for Uptown Centerville to be a vibrant district at the heart of our community. Uptown is a welcoming, walkable destination that is home to our history and a friendly gathering place where local businesses thrive. In order to achieve that vision six themes need to be addressed: walkability/traffic reduction; parking; events; business development; branding; greenspace. Our approach to the implementation of the Uptown Action Plan adopted by City Council in August 2019 will seek to collaborate with city staff and its planning consultant to leverage our active transportation, site, utility, and landscape architecture design expertise to meet the infrastructure goals identified by the Uptown Committee. We will remain focused on the Vision Statement:

“Uptown Centerville is a vibrant district at the heart of our community. Uptown is a welcoming, walkable destination that is home to our history and a friendly gathering place where local businesses thrive.”

Our tasks are focused on improving the walkability and reducing traffic, improving connectivity while limiting access points to parking, and increase greenspaces within the district. These initiatives will be developed in coordination with the city's Architectural Preservation District (APD) review criteria.

Client Team

We understand Mike Norton-Smith will act as the primary city point-of-contact for this project. Additional staff or officials may be included in the Client Team at the discretion of staff or council. Throughout the planning process, our Project Team will communicate and coordinate with the Client Team to ensure the project advances according to the approved work plan. The Client Team will provide a consistent point of communication between the Project Team, Steering Committee, Stakeholder Groups, and the General Public. To ensure clear communication, we suggest the establishment of a standing monthly Project Team-Client Team coordination meeting, to be conducted virtually or in-person as needed.

SCOPE OF SERVICES

The following Parts (contract authorizations), Steps (series of tasks including defined milestones and distinct deliverables), and Tasks (series of activities related to an individual discipline within the Step) will be used to vet and validate the existing plan and evaluate transportation, connectivity, and site design concepts.

Part 1 - Uptown Plan Scoping Study – Building on the recently completed Uptown Vision Plan, the first part of this project is aimed at defining the scope of improvements, procedural action items, and gaining alignment amongst the stakeholders for the vision that the city will be developing in future parts of this project area. This work includes an existing conditions analysis for the various project elements, review of design review criteria, board and agency review processes, and recommendations on what physical improvements can be made and what Uptown how can evolve as a local and regional destination.

Initial discussions of the Uptown District study areas for this project resulted in the development of several regions that will be influenced in various ways by the project. These are described in order of increasing size below:

- **Uptown District Improvement Area** – The limits defined on the attached Study Area Map. This is the portion of the city that we anticipate construction plans being developed through this project in a series of three construction phases that have been identified by the city.
- **Uptown District Branding Area** – These are the limits in which the city will intend to implement branded materials (lighting, trash receptacles, benches, street trees, sidewalk materials, and/or other elements of the public right of way) that will help with the identification of the Uptown District. The improvements are confined to the Franklin Street and Main Street rights of way. They extend on Franklin Street from the west city limit at Normandy to Westpark. They extend on Main Street from Spring Valley to Alex-Bell.
- **Uptown District Transportation Area** – This region includes the transportation network that has the greatest ability to influence the nature of traffic at the Franklin and Main intersection. This includes the area bounded by Paragon Road on the west, Alex-Bell Road on the north, Cloyo Road on the east, and Sheehan Road and Spring Valley on the south. Residents and businesses inside this region are those that will be most influenced by any changes in travel patterns.

In addition to these three areas, it is important to note that the Centerville Historic District boundaries and Architectural Preservation District (APD) boundaries mimic but do not precisely match the regions discussed above. The Historic District closely resembles the Improvement Area and the APD closely resembles the Branding Area. Mapping of these boundaries are available at:

<https://www.centervilleohio.gov/home/showpublisheddocument?id=3202>

1. **Data Collection and Preliminary Plan Development** – Step 1 includes assembly of the city’s project stakeholders, collection of existing information and the development of refinements to the Uptown Plan including budgetary cost estimates. During Step 1, the Project Team will conduct background research and help the Client Team coordinate project logistics. Additionally, the Project Team will engage the steering committee and selected stakeholders, conduct a site tour, and develop an alignment report of past plans and studies. At the conclusion of Step 1, the Project Team will have established a firm foundation for the Uptown Streetscape Improvement project.
 - 1.1. **Mtg #1 Kickoff Meeting** – The Project Team will facilitate a kick-off meeting with the Client Team to finalize a detailed project schedule, discuss project goals and objectives, and establish information sharing protocols. During this meeting, we request the Client Team provide the Project Team with an executive summary of active planning efforts, development projects, capital improvements, and other relevant information. This task will include a study area tour with members of Client Team.
 - 1.2. **Review Existing Data, Analysis & Reports** – The Project Team will review and critically examine previous, relevant studies and available data and analysis for existing conditions, trends, projections, and recommendations within the study area that are provided by the Client Team. This includes understanding demographic, market, economic development, land use, zoning, and transportation reports, studies, ordinances, and plans. The Project Team will highlight and carry forward critical sections, maps, graphics from previous plans and studies that will support this effort. The Project Team will collect unmanned aerial systems (UAS) survey data and field topography and infrastructure information at this time with ground control to collect utility markings to produce a base map from which the design concepts will be developed.
 - 1.2.1. Collect existing utility maps and records of public utilities within the study area to develop a complete utility plan for the area and identify record gaps.
 - 1.2.2. Site Survey – Using a survey grade aerial UAV fly the study area to gather field data to map the structures and major site features. In addition to the flight conventional ground survey will be used to gather detail such as utility structures, storm inverts, property monumentation, and detail obscured from the flight. The flight data will be tied to ground control for greater accuracy of topographic data.
 - 1.2.3. Property information will be overlaid on the base map based on GIS records and monumentation found in the field. (This will approximate boundaries and is not a property survey)
 - 1.2.4. Easement Audit, known easements and ownership agreements will be documented and reviewed; together the client/project team will identify relevant opportunities and constraints.
 - 1.3. **Process Review** – In order to facilitate a reliable process for Improvements and Development in Uptown that best achieves the goals of the city, the APD, and one that links well with the

brand story and heritage of the city, a timely and clearly-documented process should exist. This component of the work will audit and analyze the existing procedures, codes, guidelines, and governing bodies that have jurisdiction in Uptown.

- 1.3.1. Zoning Code and Design Guidelines Review and Recommendations: This component of work will audit jurisdictional language with governing influence within Uptown. We will identify opportunities, constraints, and overlaps that currently exist. Further, this component of work will make recommendations for improvement of the governing language to create efficiencies and confirm alignment.
- 1.3.2. Governing Bodies Review and Recommendations – Supporting the above referenced language are the governing bodies associated with each individual component within Uptown. We will review those bodies and their functions, identifying opportunities, constraints, and overlaps that currently exist. Further, this component of work will make recommendations for improvement of the governing bodies to create efficiencies and confirm alignment.
- 1.3.3. Alignment Recommendations – To facilitate the goals of the project, a series of recommendations will be made to facilitate the alignment of the development process within Uptown.

1.4. **Architectural Heritage and Visual Language Audit and Recommendations** – The current design guidelines and architectural guidelines will be reviewed, and preliminary recommendations will be made to define stylistic language and identity of Uptown - “who are we and what do we want to look like?”. The outcome of this component and definition of those materials, finishes, and furnishings family will be referenced in the design of improvements for Uptown.

- 1.4.1. **Architecture, preliminary** – Create both a narrative and visual language that describes the architectural character of Uptown. This will include existing buildings and direction for the design of new buildings and how they might complement the existing historic buildings.
- 1.4.2. **Open Space and Landscape, preliminary** – Create both a narrative and visual language for the library of materials that will be installed in the landscape, including, lighting, furnishings, and similar exterior products.
- 1.4.3. **Integration of the City Branding Exercise**
- 1.4.4. **Recommendations** – To facilitate the goals of the project, a series of recommendations will be made to facilitate the aligned implementation of improvements.

1.5. Urban Design Guidelines

- 1.5.1. In concert with the architectural and landscape language developed, in the above, Urban Design Guidelines will be created to define:
 - Open Space Network, Streetscape, and Landscape Character, Connectivity and Function

- Architectural Function, pedestrian ingress and egress, front/side/rear access and doorways, building frontage, signage location(s), primary and secondary building faces
- Multi-Modal Access, parking circulation, cycle, and pedestrian connectivity and access.
- Private development and infill opportunities.

1.6. **Stakeholder Outreach and Communication** – To facilitate an awareness of the process and the opportunities and constraints that lie ahead, the team will meet with various stakeholders to discuss the project and the district. The project team will assist the City in selecting participants, but largely rely on the expertise of city staff working group to assign individual stakeholders to attend stakeholder meetings. An orientation package of project materials will be created for this meeting series.

1.6.1. Working Group – Project team meetings - Monthly

1.6.2. Steering Committee – Bi-monthly meetings

- Might include members from commissions and boards, property owners, business owners, city staff, civic leaders, and neighborhood representatives, for example.

1.6.3. Townhall Public Meeting – One, at the conclusion of the project, format TBD.

1.7. **Traffic analysis** – Along with the traffic counts provided by the city, LJB will leverage traffic count data available from ODOT and MVRPC. Also, LJB has access to intersection counts (September 2020) from a corridor signal retiming project for SR 725 between Alexandria Road in Miamisburg to Miller Farm Lane. LJB will also use other data sources such as Streetlight data to gather origin-destination information for Franklin Street and Main Street to understand the travel patterns, rerouting opportunities, and the consequences of alternative roadway configurations, etc.

1.7.1. Evaluate regional traffic patterns to identify potential rerouting alternatives to reduce pass-by traffic at the SR 725 & Main Street intersection using Streetlight data's Origin-Destination information. Boundaries for regional evaluation will extend from Paragon Road to Clio Road (west-east) and Spring Valley Road to Alex Bell Road (south-north).

1.7.2. Perform safety analysis for the sections of SR 725 from Virginia Avenue to Maple Avenue and on Main Street from south of SR 725 to Ridgeway Drive.

1.7.3. Collect turning movement counts at the SR 725 & Main Street intersection for the Weekday (mid-day through PM peak) and mid-day Saturday. A Weekday turn count will also be collected at SR 725 and Virginia Avenue to make sure any traffic pattern changes or improvements on SR 725 are thoroughly vetted.

1.7.4. With 4 Centerville city schools in a half-mile distance, and the amount of traffic on Main Street and Franklin Street during peak hours, it is important that the traffic operational impacts are vetted thoroughly. Capacity analysis will be conducted using HCS software

and/or a micro-simulation software such as Synchro or Transmodeler for the various alternatives to understand the traffic operational impacts, traffic queues and delays during the peak hours. Among other concepts, alternatives will plan to evaluate removing left turns from the Main Street approaches, improvements to parallel routes to divert portions of traffic and a no-build and build condition will be included for comparison purposes.

- 1.8. **Infrastructure assessment** – The ability of the existing utilities and pavement infrastructure to accommodate the planned improvements in their current location for each of the Uptown Centerville quadrants will be evaluated. Descriptions and preliminary design of improvements or relocations will be completed.
 - 1.8.1. **Electrical Assessment** – The LJB team will complete an assessment of the condition and capacity of the existing public electrical system within the Branding District. This task will include a tabletop review with city Public Works and Engineering staff to gain an understanding of the public infrastructure that has recently been acquired from Miami Valley Lighting. Existing lighting levels will be recorded for a selection of points along walkways, sidewalks, and parking lots utilizing a light meter after dusk. Records of fixtures and supports that are not functional shall be documented during the study. Existing power sources and circuit layout shall be reviewed for capacity and modifications. It is anticipated that the existing and new lighting will require new power feeds originating from a new electrical service with utility meter. Electrical enclosure locations for utility metered panelboards/controllers will be investigated for accessible yet hidden from public view. Pole mounted luminaire types will be reviewed with the City Planning Department and Unified Development Ordinance so that the design will provide adequate light levels without causing discomfort to adjacent properties or lighting the night sky may be proposed. Decorative lighting types will also be reviewed for illuminating walkways and greenspaces. Consideration for power requirements will be given to sign lighting, event power, greenspace receptacles (possibly integrated into light bollards) and power for holiday lighting. Existing overhead utility lines will be reviewed, investigating the possibility of relocating or routing below grade to clean up the sky while keeping utilities accessible for growing and new business. Installation of car charging stations shall be investigated for select parking spaces, if desired a solution will be presented. The need for public WiFi and sound system for the uptown area will also be reviewed and possible solutions may be presented if desired.
 - 1.8.2. **Stormwater Assessment** – Using the storm sewer network information collected from the city and observed and collected in the field during the field survey for the district, drainage patterns, drainage areas, retention capacities and areas of sheet flow runoff will be developed for the existing condition. A drainage area map will be developed.
- 1.9. **Develop Preliminary Plan** - The Project Team will create an Alignment Plan that combines and focuses the desired recommendations and implementation efforts from the various previous plans and studies for review with the Client Team. It will also identify potential conflicts and

assess different priorities. This document and map set will help focus the project team efforts moving forward and define what the plan improvements of the defined district might look like, including diagrams, and both technical and illustrative plans of the streetscapes and parking facilities. Three marketing quality renderings will be created to further define the physical appearance of the improvements for further study and design work. This effort will schematically define improvements within the three identified Uptown quadrants as well as within the Public Right-of-Way in the district.

1.9.1. Targeted Acquisition Map – Based on the desired improvements and project boundaries, a map indicating the desired properties for acquisition will be created.

1.10. **Opinion of probable construction costs** – budgetary cost estimates for alternatives and improvements will be provided to aid in the evaluation of conceptual designs.

Part 1 Draft Deliverables – A final report will be created summarizing the Part 1 outcome as a stand-alone document.

- 1.1 Meeting Minutes and Organized Summary of Project Materials, Draft and Final Project Work Plan, Existing Study Summary.
- 1.2 Project Ownership Mapping, Utility Mapping, Easements Audit, Survey.
- 1.3 Written Zoning Code and Design Review Board Recommendations and Action Items, Written Governing Body and Procedural Recommendations and Action Items, Written Recommendations to Encourage Alignment of the Development and Improvements Process.
- 1.4 Written and/or Graphic Architectural Heritage and Visual Language Audit and Recommendations (Architecture, Open Space, Branding).
- 1.5 Written and/or Graphic Urban Design Guidelines (Open Space/Connectivity Network, Architectural Building Function, Multi-Modal Accessibility/Traffic/Parking, Private Development and Infill Opportunities).
- 1.6 Stakeholder Communication Protocol and Summary of Findings, Summary of Previous Stakeholder Survey Results.
- 1.7 Local Routing and Re-Routing Alternatives, Traffic Safety Written Summary, Turning Movement Counts Mapping, Written Traffic Operational Impacts Summary, Turning Lane alternatives.
- 1.8 Written Infrastructure Assessment and Mapping (Lighting/Electrical and Stormwater).
- 1.9 Preliminary Improvements and Alignment Plan for Project Bounds (Traffic/Roadways, Streetscape Corridor, and Three Quadrants Parking Zone, Acquisition), Including, Plans, Maps, Diagrams, Three Marketing Quality Renderings, 3-D Animation in Lumion or Sketch-Up.
- 1.10 Opinion of Probable Cost, by Phase and/or Project.

DRAFT Part 2 - Uptown Plan Development – The second part of this project is the preliminary design for improvements in the entire Uptown District as defined on the attached Study Area Map.

2. **Final Plan Development** – Step 2 will develop the “big ideas” for an aspirational but realistic plan for the study area. This effort will include the development of transportation and corridor improvement alternatives as well as critical site development concepts. The focus of Step 2 will be to create and evaluate a series of draft concepts and strategies for the Uptown Streetscape Improvement project.
 - 2.1. **Develop Transportation Improvement Options** - Based upon input and guidance from Step 1 and existing transportation plans, the Project Team will identify and advance potential transportation improvement options that improve connectivity, traffic flow, and access generally to and within project limits and to identified strategic areas. The focus will be on the “big moves” that will create achievable catalytic improvements within study area that will reduce traffic on Franklin and Main. The concepts will look to improve the road function and identity of existing corridors – highlighting needed new corridor connections and improvements to make the study area transportation network more efficient and effective. This analysis will likely include alternatives for discussion with the Client Team. Concepts will be developed in a two-dimensional plan view.
 - 2.2. **Identify Corridor Improvement Opportunities** - In addition to transportation improvements, the Project Team will develop initial considerations for improving the study area that advance land use, zoning, infrastructure, and aesthetic needs. This will include lessons and initiatives from elsewhere in the community and region, that can be effectively applied in the Uptown Streetscape Improvements. Bollards and widening of the road to accommodate a two stage pedestrian crossing at Ridgeway and additional midblock crossing locations on Franklin (taking advantage of the start of the second westbound lane west of the intersection, for example) will be explored.
 - 2.3. **Explore Site Concepts** - In addition to corridor-wide improvement concepts, the Project Team will examine the undeveloped or underdeveloped areas in the study area and provide initial considerations based upon community needs and economic development direction. These areas represent the remaining potential of the study area and are worthy of more detailed analysis. The Project Team will build from and advance recommendations from past planning efforts, strategic initiatives, and Client Team direction. This will include translating previous plan recommendations to physical sites so that they are more marketable in the region and add value to the community.
 - 2.4. **Meeting #2 Client Team Workshop** - The Project Team will conduct a workshop with the Client Team to share the transportation improvement option draft concepts and initial evaluation for review and feedback. The Client Team will be asked to provide guidance as to which alternatives and options to develop more fully into preferred concepts.
 - 2.5. **Refine Concepts and Alternatives** - The Project Team will revise and refine the Task 2 materials based upon input from the Working Group in preparation for presentation to the Advisory Committee.

Step 2 Deliverables:

- Transportation Improvement Option Concepts
- Corridor Improvement Opportunities
- Catalytic Private Development Site Considerations
- Parking Strategy and Parking Layout
- Placemaking and Open Space Network Strategy
- District Wayfinding and Circulation
- Steering Committee Presentation Materials

3. **Plan Delivery** - The planning process will proceed with a synthesis of the goals, strategies, and plan concepts developed in Step 2. During Step 3, the Project Team will select preferred planning and design concepts and refine these based on Client Team, Steering Committee, and Stakeholder input.
 - 3.1. **Develop Preferred Concepts.** Based upon input from the Client Team and Steering Committee, the Project Team will narrow and advance the preferred vision for the study area, transportation concepts, and catalytic sites. The preferred transportation and infrastructure improvement concepts will be divided into more discreet, individual projects. More detailed plan graphics will be developed, including catalytic/critical locations at the parcel level. This will allow for a more detailed level of evaluation.
 - 3.2. **Evaluate Proposed Improvements.** The Project Team will update and refine evaluation materials, including potential positive impacts and order of magnitude cost estimates. We will note linkages between potential projects as well as potential phasing for functional and development pressure reasons. We will describe the general development potential that could be unlocked by the improvements and explore anticipated and necessary partnerships. Note that this task does not include the creation or running of a traffic model, though this could be performed separately as an additional service.
 - 3.3. **Meeting #3: Client Team Workshop.** The Project Team will conduct a workshop with the Client Team to share the refined transportation concepts, overall proposed transportation network vision, “big moves,” overall evaluation, and policy considerations for review and feedback. The Client Team will be asked to provide guidance and input on the materials and thoughts as to prioritization of the preferred improvements.
 - 3.4. **Develop Study Area Environmental Design and Wayfinding Package.** The Project Team will collaborate with the branding consultant and develop full-color renderings and illustrations of selected portions of the study area to demonstrate the vision and potential of selected improvements. Four-to-six locations will be selected in consultation with the Client Team. The objective of these materials is to help inspire the community, build support and momentum for the plan recommendations, and attract project funding.
 - 3.5. **Meeting #4: Steering Committee.** The Project Team will present final plan materials to the Steering Committee for their review and input. The Project Team will continue to demonstrate how the recommendations for the study area draw from previous plan and study recommendations and respond to stakeholder direction and the input.

Step 3 Deliverables

- Preferred Corridor Concepts and Recommendations
- Preferred Transportation Concept Plan
- Preferred Site Concept Plan
- Preferred Project Design and Construction Phasing and Budget
- Environmental Design and Wayfinding Recommendations
- Marketing Quality Plan Rendering
- Marketing Quality Birds Eye Perspective, one image for each construction phase
- Advisory Committee Presentation Materials



January 29, 2021

Pat Turnbull, P.E.
 Public Works Director
 City of Centerville
 Public Works Center
 7970 South Suburban Road
 Centerville, Ohio 45458

Re: Uptown Streetscape Improvements

Dear Mr. Turnbull:

Thank you for the opportunity to submit this fee proposal for the Uptown Streetscape Improvements project. This proposal includes a table below that details the schedule and fee for the completion of the attached scope of services that has been developed in collaboration with the city team over the past two months. The proposal includes a tabulation of the LJB, MKSK and Garmann/Miller (G/M) fee proposals for Part 1 and a draft of Part 2 for this project.

It includes a lump sum fee for Part 1 of \$257,262 with a 6-month duration and anticipated completion date of August 20, 2021. It also includes a draft lump sum fee for Part 2 of \$160,000 with a 2-month duration and anticipated completion date of November 19, 2021.

PART	LJB FEE	MKSK FEE	G/M FEE	TOTAL FEE	COMPLETION DATE
PART 1	\$85,641	\$154,173	\$17,448	\$257,262	
March 2021	\$23,320	\$26,638	\$1,500	\$51,458	
April 2021	\$15,170	\$26,638	\$2,500	\$44,308	
May 2021	\$16,010	\$26,638	\$2,500	\$45,148	
June 2021	\$8,401	\$17,434	\$3,500	\$29,335	
July 2021	\$11,370	\$26,638	\$3,500	\$41,508	
August 2021	\$11,370	\$30,187	\$3,948	\$45,505	August 20, 2021
DRAFT PART 2	\$91,500	\$56,000	\$12,500	\$160,000	
October 2021	\$54,900	\$28,000	\$5,000	\$87,900	
November 2021	\$36,600	\$28,000	\$7,500	\$72,100	November 19, 2021
TOTAL PROPOSAL	\$177,141	\$210,173	\$29,948	\$417,262	

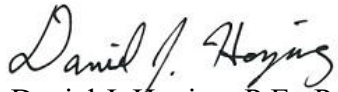
We request authorization to proceed with the Part 1 scope, schedule and fee proposal at this time. Upon its completion, we will submit a final Part 2 scope, schedule and fee proposal and request authorization at that time. We understand that this proposal will be an attachment to the City of Centerville contract for which requested revisions have been reviewed and approved through prior communication.

Uptown Streetscape Improvements
January 29, 2021
Page 2

The proposal for detailed design and development of construction documents for the various Phases of construction will be submitted following substantial completion of the conceptual plans for the entire Uptown District Improvement Area in this contract.

Please review the information and let me know if you have any questions or require additional information about this submittal. Please contact me at (937) 259-5795 or DHoying@LJBinc.com.

Sincerely,
LJB Inc.

A handwritten signature in black ink that reads "Daniel J. Hoying". The signature is written in a cursive style with a large initial "D".

Daniel J. Hoying, P.E., P.S.
Principal and Project Manager