# RESOLUTION NO. 22 - 24CITY OF CENTERVILLE, OHIO

4<sup>th</sup> SPONSORED BY COUNCILMEMBER <u>Bill Serr</u> ON THE DAY OF <u>March</u>, 2024.

## A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD AMENDED SERVICE AGREEMENT WITH TEC ENGINEERING, INC. FOR PHASE 2 OF THE DIMCO WAY PROJECT.

WHEREAS, the City of Centerville intends to improve the roadway system around the Centerville High School and prepare a six-acre site for future City use; and

WHEREAS, the City desires to create survey, planning, design and construction documents for a Dimco Way Extension, the Public Works Annex and access, and Clyo Road and Dimco Way signalization (the "Project"); and

WHEREAS, the Project requires professional design, engineering and construction services; and

WHEREAS, TEC Engineering, Inc. has those qualifications to provide those services for the Project and has demonstrated ability to assist in accomplishing the objectives of the City; and

WHEREAS, has unique knowledge of such work and has the demonstrated ability to assist in accomplishing the objectives of the City; and

.WHEREAS, the City had contracted with TEC Engineering, Inc. for the Project on March 6, 2023; and

**WHEREAS**, the City previously entered into Amendment 1 of said Agreement authorizing an additional \$6,425 for the detailed design work for the Project on November 6, 2023; and.

WHEREAS, the City previously entered into Amendment 2 of said Agreement authoring an additional \$6,157 for the detailed design work for the Project on January 8, 2024; and

WHEREAS, the City desires to amend said Agreement to authorize an additional \$3,500 for the detailed design work for the Project, bringing the contract amount total to \$139.938.

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

<u>Section 1.</u> The City Council hereby agrees to enter into a third Amended Services Agreement with TEC Engineering, Inc. for the Project; and hereby authorizes the City Manager to execute the Third Amended Service Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

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

PASSED THIS 4<sup>th</sup> day of March , 2024.

Mayor of the City of Centerville, Ohio

ATTEST:

Clerk of Council City of Centerville, Ohio

## <u>CERTIFICATE</u>

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.  $22 \cdot 24$ , passed by the Council of the City of Centerville, Ohio on the 442 day of March, 2024.

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Clerk of the Council

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

#### THIRD AMENDED SERVICE AGREEMENT

THIS AMENDED 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 <u>TEC Engineering</u>, Inc. of <u>Dayton</u>, Ohio hereinafter referred to as the "Consultant" or "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

#### <u>WITNESSETH:</u>

WHEREAS, the City and the Consultant previously entered into a Service Agreement dated March 6, 2023 (the "Agreement"), to complete the detailed design of the Dimco Way Extension; and

WHEREAS, the Agreement was amended on November 6, 2023 and on January 8<sup>th</sup>, 2024; and

WHEREAS, it has been determined that additional survey platting work is necessary; and WHEREAS, the additional work for this project includes the Scope of Work attached hereto and hereinafter referred to as Exhibit "A"; and

WHEREAS, an additional fee of \$3,500 is necessary for the revised scope changing the contract total to \$143,438.

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 to amend the Agreement as follows:

1. Article one: Scope of Work is amended as follows:

### ARTICLE ONE: SCOPE OF WORK

The Consultant agrees to perform 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.

2. Article Two: Schedule of Payments is amended as follows:

## 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 hereinafter referred to as "Exhibit A," the City agrees to pay the Consultant an amount not to exceed \$143,438. Said Exhibit "A" is incorporated by reference as if written hereinafter in full.

 Except as amended hereby, the Agreement is ratified and confirmed and remains in full force and effect.

The parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed and acknowledged

### CITY OF CENTERVILLE

Dimco Way Design Amended Contract Page **2** of **3**  in the presence of:

Wayne S. Davis City Manager

TEC Engineering, Inc.

Name:

Title:

APPROVED AS TO FORM BY:

Scott A. Liberman Municipal Attorney

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

Dimco Way Design Amended Contract Page **3** of **3** 





Attachment "A"

February 14, 2024

Pat Turnbull, PE Public Works Director City of Centerville 7970 South Suburban Centerville, Ohio 45458

RE: Dimco Way Extension Detailed Design – Phase 2 Additional Services Proposal

Dear Mr. Turnbull:

TEC Engineering, Inc. (TEC) is requesting additional design funds necessary to complete the plat revision work associated with the parcel limit changes on the proposed City property as a part of the Dimco Way extension project.

We look forward to continuing to work with the City of Centerville on this project. Please contact me at (513) 701-9805 or mhafner@teceng.com if you have any questions.

Sincerely, TEC Engineering, Inc.

Michael Hafner, PE, PTOE // Vice President of Engineering | Project Manager

Attachments

### SCOPE OF SERVICES – Detailed Design (Phase 2) - Dimco Way Extension

City of Centerville, OH February 14, 2024

The following is a summary of the work that needs to be completed as a part of phase 2 of the Dimco Way Extension project.

#### **Required Work:**

- revisions to the Record and Dedication Plats due to changes in City parcel limits
- create new storm sewer easement line work and description based on changes in City parcel limits
- revisions to right of way legal description due to changes in City parcel limits
- revisions to city lot legal description due to changes in City parcel limits
- coordination with the County for revised plat/legal description review
- plan production costs (County Mylars)

#### **Contract Fee Impact**

The project tasks and fees that were used to develop the current contract amount are summarized below:

1.	Standard Design Tasks (TEC)	\$	90,550.00
2.	Temporary Right-of-Way Plans (TEC)	\$	5,936.00
3.	Water and sanitary sewer extensions (CEC)	\$	16,176.00
4.	Surface Water Delineation (MSG)	\$	6,698.00
5.	Jurisdictional Determination (MSG)	\$	2,598.00
6.	USACE 404 Permitting (MSG)	\$	5,398.00
7.	Change Order 001 (Environmental Services)	\$	6,425.00
8.	Change Order 002 (Added Design Work – Dimco & S. Suburban)	\$	6,157.00
	Current Contract Total	\$ 1	39,938.00

9.	Additional fee - Change Order 003 (this proposal)	\$	3,500.00
	Revised Contract Total	<b>\$ 1</b> 4	43,438.00

See attached fee breakdown for additional information.

UPDATED TEC COST PROPOSAL

Image: PROJECT NAME       Image: ProjeCo       Image: ProjeCo	RATES           Report         \$         45.00           Lodging         \$         80.00           Mileage         \$         0.58           Meetings         Meals         \$         35.00	
PROJECT NUMBER       20261-001 Phase 2       Second Phase 2       S	Report         \$         45.00           Lodging         \$         80.00           Mileage         0.58           Meetings         0.58	
CONSULTANT:       TEC Engineering, Inc.       TEC Engineering, Inc.       TEC Engineering, Inc.       TEC Engineering, Inc.       No       No </th <th>Mileage \$ 0.58 Meetings Meals \$ 35.00</th>	Mileage \$ 0.58 Meetings Meals \$ 35.00	
DATE: 6-Dec-23       O-Dec-23       Image: Formation of the	Meals \$ 35.00	
Avg. Hourly         Total         Labor         Direct         Subcon.         Total         VP         Proj Manager         Sr. Proj Engineer         Proj Engineer         Proj Engineer         St. Technician         Surveyor         Total         Labor         Mileage         Lodging           Task - Description         Rate         Hours         Costs         Costs         Costs         Costs         199.00         \$ 147.00         \$ 128.00         \$ 104.00         \$ 104.00         Hours         Costs         \$ 80.00 </th <th></th>		
	Meals Other Total 35.00	
Consolidation Plat - Dimoo Gray Co. County Coordination \$ 142.00 1 \$ 142 \$ - \$ - \$ 142	¢	
Boundary Survey existing Dimco Gray Parcels \$ 122.00 12 \$ 1,464 \$ 35 \$ - \$ 1,499 66 6 12 \$ 1,464 60 60	\$ 34.80	
Prepare Consolidation Plat       142.00       14       1,988       \$       -       \$       1,988        -       \$       1,988         Legal Description and Closure Calcs       \$       142.00       3       \$       426       \$       -       \$       426        -       \$       426        -       \$       426        -       \$       426        -       \$       426        -       \$       -       \$       426        -       \$ </td <td>\$ -</td>	\$ -	
Field Staking of Consolidated Property Corner monuments         122.00         4         \$ 488         \$ 35         \$ -         \$ 523           Review/QA/QC         \$ 170.50         4         \$ 682         \$ -         \$ 523         2         2         4         \$ 488         60	\$ 34.80	
Survey Services - Subtotal \$ 136.58 38 \$ 5,190 \$ 70 \$ - \$ 5,260 2 0 0 0 0 8 28 38 \$ 5,190	\$ 69.60	
Phase 2: 60% Plans		
Design - 60% Title Sheet \$ 149.50 8 \$ 1,196 \$ - \$ - \$ 1,196 4 4	S -	
Schematic Plan         \$ 152.00         16         \$ 2,432         \$ -         \$ 2,432         16         16         \$ 2,432	\$	
Typical Sections \$ 137.50 8 \$ 1,100 \$ - \$ - \$ 1,100 4 4 4	\$ -	
Plan and Profiles       \$ 147.42       38       \$ 5,602       \$ -       \$ 5,602       26       6       6       38       \$ 5,602         Cross Sections       \$ 140.29       35       \$ 4,910       \$ -       \$ -       \$ 4,910       10       10       15       35       \$ 4,910       -       -       \$ -       \$ 4,910       -       -       -       \$ - <t< td=""><td><u> </u></td></t<>	<u> </u>	
Intersection Details \$ 144.52 31 \$ 4,480 \$ - \$ 4,480 15 8 8 0 31 \$ 4,480	\$	
Driveway Details       \$ 137.50       8       \$ 1,100       \$ -       \$ 1,100       4       4       6       8       \$ 1,100       6       6       6       6       6       6       6       6       6       6       6       6       6       7       7       1,688       7       5       1,688       6       6       8       4       6       6       12       \$ 1,688       6       6       6       6       6       6       6       6       6       6       6       6       6       6       7       7       7       7       7       7       7       7       7       8       7       7       7       7       8       7       7       7       7       8       7       7       7       8       7       7       7       8       7       7       7       8       7       8       7       7       7       8       7       7       7       8       7       7       7       8       7       7       8       7       8       7       7       8       7       7       8       7       7       8       7       8       7 <th 7<="" <="" td=""><td>\$ -</td></th>	<td>\$ -</td>	\$ -
Communications Plan       \$ 143.57       28       \$ 4,020       \$ -       \$ 4,020       4       8       16       28       \$ 4,020       -       -       \$ 4,020       4       -       5       -       \$ 4,020       4       -       5       -       \$ 4,020       4       -       5       -       \$ 4,020       4       -       5       -       \$ 4,020       -       5       -       \$ 3,754       6       -       20       20       26       \$ 3,754       -       -       \$ 3,754       6       20       -       26       \$ 3,754       -       -       \$ 3,754       6       -       20       -       26       \$ 3,754       -       -       -       \$ 3,754       6       -       20       -       26       \$ 3,754       -       -       -       \$ 3,754       6       -       20       -       26       \$ 3,754       -       -       -       \$ 3,754       6       -       20       -       26       \$ 3,754       -       -       -       3,754       -       -       3,754       -       -       -       3,754       -       -       -       3,754       -       -	<u> </u>	
Storm Sewer Profiles         \$ 134.71         34         \$ 4,580         \$ -         \$ 4,580         12         22         34         \$ 4,580	\$ -	
Drainage Calcs       \$ 140.67       18       \$ 2,532       \$ -       \$ 2,532       12       6       18       \$ 2,532         Prelim. MOT Plan       \$ 136.14       14       \$ 1,906       \$ -       \$ 1,906       6       8       14       \$ 1,906       -       6       6       8       14       \$ 1,906       -       6       6       8       14       \$ 1,906       -       6       6       8       14       \$ 1,906       -       6       8       14       \$ 1,906       -       14       \$ 1,906       -       14       \$ 1,906       -       <	<u> </u>	
Utility Coordination (Prelim) \$ 164.00 20 \$ 3,280 \$ - \$ - \$ 3,280 8 - \$ 8 - \$ 3,280 8 - \$ 8 - \$ 1 - \$	\$ -	
Project Management           General Coordiation         \$ 199.00         12         \$ 2,388         \$ -         \$ 2,388         12         12         \$ 2,388	\$ -	
Phase 2: 60% Plans - Subtotal \$ 145.56 320 \$ 46,580 \$ - \$ - \$ 46,580 30 71 94 125 0 0 0 320 \$ 46,580	\$ -	
Phase 2: 100% Plans		
Design - 100%         Title Sheet         \$ 149.50         4         \$ 598         \$ -         \$ 598         2         2         4         \$ 598         4         \$ 598         598         2         2         2         4         \$ 598         4         \$ 598         4         \$ 598         4         \$ 598         5	\$ -	
Schematic Plan         \$ 152.00         2         \$ 304         \$ -         \$ 304         2         2         \$ 304         2         304	\$	
Typical Sections \$ 128.00 2 \$ 256 \$ - \$ - \$ 256 2 - \$	\$ -	
Plan and Profiles       \$ 143.17       24       \$ 3,436       \$ -       \$ 3,436       12       4       8       24       \$ 3,436       -       •       •       •       •       12       4       8       -       •	\$ \$	
Intersection Details       \$ 149.50       10       \$ 1,495       \$ • • • • \$ 1,495       5       5       0       10       \$ 1,495	\$	
Signing and Striping Plan \$137.50 4 \$550 \$ \$- \$550 2 2 2	\$	
Communications Plan         \$ 146.17         24         \$ 3,508         \$ -         \$ 3,508         4         6         12         6         24         \$ 3,508         6         6         6         12         6         12         10         \$ 1,422         6         6         1,422         2         6         1,422         2         6         7         8         1,422         2         6         8         12         10         \$ 1,422         6         6         1         10         \$ 1,422         10         1         10         \$ 1,422         10         1         10         \$ 1,422         10         1         10         \$ 1,422         10         1         10         \$ 1,422         10         10         \$ 1,422         10         10         \$ 1,422         10         10         \$ 1,422         10 <th10< th="">         10         10</th10<>	\$	
Storm Sever Profiles         \$ 136.14         14         \$ 1,906         \$ -         \$ 1,906         6         8         14         \$ 1,906	\$	
Final MOT Plan       \$ 137.50       12       \$ 1,650       \$ -       \$ 1,650       6       6       6       12       \$ 1,650       -       •	\$ \$	
Cost Estimate       \$ 152.00       16       \$ 2,432       \$ -       \$ 2,432       16       16       \$ 2,432         Utility Coordination       \$ 164.00       20       \$ 3,280       \$ -       \$ -       \$ 3,280       8       6       8       4       16       \$ 2,432       16       16       \$ 2,432	\$ - \$	
Project Management	Ů,	
General Coordination       \$ 199.00       12       \$ 2,388       \$ -       \$ 2,388       12	\$ - \$ -	
Project Management		
Meetings \$ 173.00 16 \$ 2,768 \$ - \$ - \$ 2,768 8 6 8 8 6 7 10 10 10 10 10 10 10 10 10 10 10 10 10	\$ -	
QA/QC       \$ 199.00       28       \$ 5,572       \$ -       \$ 5,572       28       C       C       C       C       28       \$ 5,572       C       C       C       C       C       28       \$ 5,572       C       C       C       C       C       28       \$ 5,572       C       C       C       C       C       C       28       \$ 5,572       C       C       C       C       C       C       28       \$ 5,572       C <thc< th="">       C       C       <thc< th=""> <thc< td=""><td>\$ - \$ -</td></thc<></thc<></thc<>	\$ - \$ -	
PREVIOUSLY AUTHORIZED - Phase 2 Design - 60%/100% Design		
Temporary Right-of-Way Plans/Legals (2 parcels)(TEC)         \$ 144.78         41         \$ 5,936         \$ -         \$ 5,936         2           Water & Sanitary Extension Design (CEC)         \$ 147.00         8         \$ 1,176         \$ -         \$ 5,936         2         39         41         \$ 5,936         5         -         \$ 6,936         1         \$ 7,936         1         \$ 7,936         1         1         \$ 7,936         1         1         \$ 7,936         1         \$ 7,936         1         1         \$ 7,936         1         1         \$ 7,936         1         1         1         1         1         1         1         1         1         1         1         1 <td>\$ - ¢</td>	\$ - ¢	
Surface Water Delineation (MSG) - Completed in phase 1 contract \$ - 0 \$ - \$ - \$ 0 0 0 \$ -	\$ -	
Jurisdictional Determination (MSG) - Completed in phase 1 contrac       0       \$       \$       >       \$       >       0       \$       -       0       \$       -       0       \$       -       0       \$       -       0       \$       -       0       \$       -       0       0       0       0       \$       -       0       0       0       \$       -       0       0       0       0       \$       -       0       0       0       0       \$       -       0       0       0       0       \$       -       0       0       0       0       0       \$       -       0	0 0 <b>\$</b> -	
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Change Order 001 Environmental Services		
USACE 404 Permitting (MSG) \$ 199.00 2 \$ 398 \$ - \$ 5,000 \$ 5,398 2 2 \$ 398	\$ -	
Section 106 (Cultural Resource/Archaeological) (MSG)         \$ 199.00         4         \$ 796         \$ 14,925         \$ 14,925         \$ 15,721         4         6         0<	0 0 <b>\$</b> -	
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