

ORDINANCE NO. 2017-120

**AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH OHM ADVISORS, INC.**

WHEREAS, the City proposes to create a West Main Street Area Plan to provide a strategic vision and framework to guide the development pattern within the corridor over the next 5-10 years; and

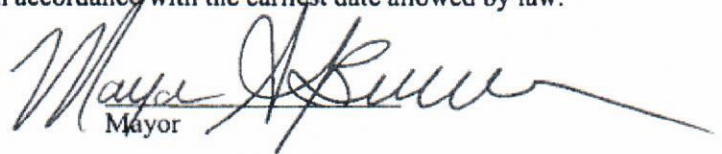
WHEREAS, the City wishes to enter into an agreement with OHM Advisors, Inc. for professional design services to prepare the West Main Street Area Plan; and

WHEREAS, the City requested and received proposals from qualified consultants, and selected OHM Advisors, Inc. in accordance with Section 131.13 of the City's purchasing regulations regarding the procurement of Professional Services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager be authorized and directed to execute an Agreement between the City of Lebanon and OHM Advisors, Inc. in the amount of \$59,000 in substantially the same form as the agreement attached hereto as "Exhibit 1".

SECTION 2. This Ordinance shall take effect in accordance with the earliest date allowed by law.


Mayor

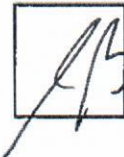
Passed: *December 12, 2017*
Attest:


Clerk of Council

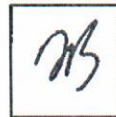
Sponsor

Mayor Brewer
Council member

City
Manager



City
Auditor



City
Attorney



EXHIBIT 1



ARCHITECTS. ENGINEERS. PLANNERS.

November 16, 2017

Mr. Jason C. Millard
Economic Development Director
City of Lebanon
50 South Broadway
Lebanon, OH 45036

RE: City of Lebanon - West Main Street Area Plan

Jason:

We enjoyed meeting with you and the City team to discuss your goals, and how the OHM team is uniquely qualified to lead the creation of the West Main Street Area Plan. Based on our knowledge of the planning objectives and a preliminary analysis of the area, and our discussion with you, we have prepared a proposal that is tailored to meet the specific needs of the City of Lebanon for this project.

The following outlines our project scope of work and assumptions:

SCOPE OF WORK

PHASE I: ANALYZE

During this Phase of the planning process, the consultant team will work with the client to develop the foundation of the Plan. Key elements of this Phase include creating the project taskforce and conducting a thorough analysis of the existing conditions of the project study area.

Task 1.1 – Project Kickoff Mtg./Assemble Project Taskforce The consultant team will begin the project by facilitating a kick-off meeting to finalize the project work plan and project schedule, as well as assemble a project taskforce. The kick-off meeting will also serve as a way to make sure all the participants in the planning process understand the work schedule, roles and responsibilities of the team, and deliverables. The consultant team will also lead an open and transparent discussion with the client team that will focus on the desired outcomes of the project. The output of the discussion will be a set of project goals and identification of target development sites the consultant and client teams will consider throughout the process.

Task 1.2 – Assemble Project Data

During this task, the consultant team will work with the client to assemble all existing plans and documents that will guide and inform the development of the Plan. The consultant team will also work with the client to assemble all mapping data that will be used to create the appropriate maps and graphics for the final Plan.

OHM Advisors

580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OHIO 43215

T 614.418.0600
F 614.418.0614

OHM-Advisors.com



Task 1.3 – Driving Tour

The consultant team will conduct a driving tour of the project area. The purpose of the driving tour is to have the client team work with the consultant team to identify preliminary issues and opportunities in the project study area, specifically target development areas and public spaces.

Task 1.4 – Existing Conditions Analysis

During this task, the consultant team will evaluate the existing conditions in the project study area, with specific attention given to the existing character of the West Main Street area corridor, environmentally sensitive areas, target land development areas, and the open space network. Included in this task will be an assessment of:

Current development plans and policies
Transportation conditions and critical connections
Infrastructure opportunities and limitations
Land-use

Task 1.5 – Taskforce Mtgs. 1 and 2

The consultant team will host Taskforce Meeting 1 to orient the taskforce to the project, review the goals and objectives of the project, introduce existing condition information, and perform a SWOT analysis of the study area. OHM will also lead a discovery mapping exercise with the group to identify specific issues and opportunities in the study area. The second meeting will focus on planning for community engagement in Phase II.

Meetings:

Project Kickoff Client Meeting 1
Taskforce Meetings 1 and 2

Time frame:

Month 1-3

Deliverables:

- Existing Conditions Analysis Memorandum: Current plans, land-use codes, open space, mobility, and infrastructure
- Work Plan Outline
- Composite Analysis Plan
- Project Website and Brand
- Project goals and identification of target development sites

PHASE II: VISIONING

During this Phase of the planning process, the consultant team will perform several key tasks that will inform the development of the Final Plan. The first portion of the Phase is a series of stakeholder interviews and public input that will provide the consultant team intuitive knowledge related to the project study area and target development areas. The second portion of the Phase will include an assessment of market conditions and opportunities that will inform the Plan framework and strategies.



Task 2.1 – Small Idea Gathering Meetings

The consultant team will meet with groups of stakeholders identified by the client team and taskforce. The group may include an assemblage of citizens, community groups, business leaders, and appointed/elected political officials (up to three one-hour meetings will be conducted). At these meetings, the consultant team will conduct an idea generation and mapping exercise with the stakeholders to initiate dialog on the future of the West Main Street. The consultant team will record these answers, which will be used in later tasks.

Task 2.2 – Public Meeting 1

During this portion of the project, OHM Advisors will facilitate a public meeting, offering citizens an opportunity to share their aspirations for the West Main Street. The meeting agenda will include a general assembly component, but most of the meeting will be facilitated in small groups. OHM Advisors will also integrate real-time polling activities into the meeting format to engage the audience and identify public opinion during the meeting. The poll will resemble the community survey created in Task 2.4. The OHM Advisors team will also create a mobile survey to be taken via cell phone. The survey will allow participants to text responses to survey questions, providing another layer in which participation meets community members where they are, ensuring maximum public participation.

Task 2.3 – Survey (Online)

The consultant team will provide a web-based survey to be hosted on the project webpage and available through mobile devices. The survey will mimic the community survey outlined in Task 2.3.

Task 2.4 – Market Assessment

During this task, the consultant team will perform a review of the market conditions and opportunities in the effective market area. This will help identify the market gaps and opportunities in the project study area. Our recommendations will specify development opportunities/alternatives by space or type and number of units, unit mix and size, and project/unit amenities.

Based on the research, a preferred development program will be distilled and complemented with best practice case studies to be considered as part of the planning process. The development program and case studies will be valuable when considering potential infill or redevelopment opportunities in the West Main Street area. The program will also serve to guide conversations with the taskforce, stakeholders, and general public as related to development types, densities, and character.

Task 2.5 – Taskforce Meeting 3

During this meeting, OHM will present the key findings from the public input and market assessment. A preliminary vision and plan principles will be crafted, which will be refined through Phase III.

Meetings:

- Small Group Meetings (3)
- Public Meeting 1
- Taskforce Meeting 3 to review preliminary market research

Time frame:



Months 1-3

Deliverables:

- Development program and case studies
- Memorandum summarizing the outcomes of the stakeholder interviews
- Charrette Work Plan for the upcoming Phase

PHASE III: INVENT

During this Phase, the consultant team will create the overall vision for the West Main Street area and apply the vision to the public realm and target development sites using high-quality graphic techniques such as 3-D modeling, renderings, and concept plans. The final result of this Phase will be presented to the public in a dynamic and engaging open-house setting.

Task 3.1 – Area Plan Vision and Development Principles

During this task, the consultant team will create a series of statements with supporting graphics that defines the overall vision and strategy for the Plan. The vision and principles will build on the outcomes of Phase II. This step will not be a traditional visioning statement, but rather a synopsis of all the community's existing plans, existing conditions analysis, and key findings from the market assessment and stakeholder/public outreach. Further, it will accomplish the following as a component of the final Plan:

GUIDE the community in evaluating proposed public, private, or public/private projects in the study area.

INFORM property owners and potential investors as to the market potential for future growth and development within the area, the type of development desired and supported by the market, and character of development likely to be approved by the City.

MEASURE progress and effectiveness in the development and redevelopment of the target development sites to ensure projects have synergistic qualities that strengthen the West Main Street area and corridor as a whole.

Task 3.2 – Planning Charrette and Plan Development (Concept Plans for priority development properties)

During this step, the consultant team will host an interactive day long design workshop with the client team. The workshop will focus on the overall Plan framework. The outcome of the workshop will include a series of maps, plans, and illustrations using techniques such as renderings and various graphic design techniques to translate the vision into illustrative concepts and plans. The key focus of the workshop will be the identification and development of specific land-uses, character, and layout of key development parcels.

OHM will illustrate the outcomes of the client workshop into specific plan elements. Defining and illustrating future development projects will include, but are not limited to the following:

- Gateway features
- Streetscape enhancements
- Land-use recommendations
- Infrastructure improvements
- Vehicular and non-motorized connections
- Open space connectivity



The design of these elements will be conceptual, but highly graphic, and include preliminary cost estimates to inform future funding pursuits and capital planning at the local level.

Task 3.3 – Taskforce Meeting 4 - Draft Plan Document for Target Development Areas

During this meeting, OHM will present the plan framework and plan concepts to the taskforce for review. The taskforce will be engaged in activities to provide feedback on the Plan framework and concepts.

Meetings:

Planning Charrette
Taskforce Meeting 4 - Stakeholder Design Charrette

Time frame:

Month 3-4

Deliverables:

- Community vision statements and principles
- (2) draft land-use concepts
- Illustrative concept for the streetscape cross-section of West Main Street

PHASE IV: IMPLEMENT AND TEST

During this Phase, the consulting team will tie together the existing conditions, market research, and public input outcomes to create the Final Area Plan. The Plan will include character graphics and utilize a variety of advanced design and planning tools. The consultant team will also include focused economic development strategies leading to the successful implementation of the Plan.

Task 4.1 – Taskforce Meeting 5 - Identify the Actions and Plan for Implementation

At the completion of Phase III, the consultant team will work with the taskforce to review the draft plan framework and prepare for implementation. As part of this task, the consultant team will work with the client team and the taskforce to create an implementation strategy. The implementation strategy will be part of the final Plan, and include estimated cost for proposed recommendations, timeframe/prioritization of recommendations, and identify parties responsible for implementing specific elements of the Plan. OHM will work with the taskforce to ensure the goals and objectives of the Plan are supported by other planned improvements in the community.

Task 4.2 – Public Open House - Building Consensus and Momentum

During this work step, OHM will work with the client to host an open house to unveil the Draft Plan. Community members and stakeholders will be invited to review the vision and plan framework for the West Main Street area and corridor. A series of engagement tactics will be used to solicit public feedback on the draft Plan.

Meetings:

Taskforce Meeting 5
Public Open House

Time frame:

Months 5-6

Deliverables:

- Draft Area Plan



PHASE V: FINAL PLAN DEVELOPMENT

Task 5.1 – Final Plan Development

At the completion of Phase IV, the consultant team will work with the client team and taskforce to finalize the document and prepare for completion. The final document will portray a complete picture of the Area Plan anchored in intuitive knowledge of the community desires, and an in-depth assessment of the local marketplace.

The Plan will include specific implementation steps and metrics to evaluate the success of the Plan. Specific implementation strategies will be outlined and paired with the Plan. This includes identifying financing development strategies for the target sites, as well cost estimates and funding mechanisms for the public/urban design elements.

Task 5.2 – Taskforce Meeting 6 - Present Final Plan

OHM will present the final West Main Street Area Plan to the taskforce or elected/ appointed officials as directed by the client. OHM will perform any final changes requested by the taskforce or officials to prepare the Final Plan.

Meetings:

Taskforce Meeting 6

Time frame:

Month 7-9

Deliverables:

- Final Plan - 1st Draft
- Final West Main Street Area Plan (PDF and digital file)

ADDITIONAL SERVICES

The following services are not included in the scope and fee for the above proposed work, but may be added for an additional fee upon written authorization from the client.

Future worksteps may include; Project Branding/ Website, Mobile Workshops, and a Quick Reference Planning Tool

- Additional artist renderings or perspective drawings other than those listed within the above scope.
- Site surveying, engineering (civil, MEP, structural, roadway, environmental).
- Architectural Design or Detailing.
- Construction documents for signage, way-finding, environmental graphics, entry features.
- Additional meeting attendance beyond that outlined in “Scope of Work” above.
- Construction documents, specifications, and opinions of probable construction cost.
- Construction observation, contract administration, bidding assistance.

DECLARATIONS

- The Client will be the City of Lebanon represented by Jason Millard (the Client).
- OHM Advisors will be the consulting Planner (OHM).
- The Client (City of Lebanon) will provide any of the following, if available, to assist in the planning process. This information includes but is not limited to; plat maps; site surveys indicating site boundaries, existing topography, structures, easements and utility lines and utility availability, surface drainage, and other existing



or proposed physical improvements; prior landscape plans; as-built plans for consultant use; current or prior proposed plans (architecture, civil engineering, etc.). In addition, any other data relevant to the planning and design process.

- For the purposes of these planning studies, OHM Advisors may use publicly available GIS information for initial planning (such plans are subject to change to meet actual site conditions as indicated by a certified site topographic survey), as well as any previously prepared surveys and engineering or planning documents.
- OHM will proceed with the work outlined within this proposal upon receipt of a signed contract or email authorization to proceed. Any additional services will be completed on an hourly basis.
- The project is anticipated to be complete within nine (9) months of the authorization to proceed.

FEE

<i>PHASE 1: Analyze</i>	\$6,700
<i>PHASE 2: Visioning</i>	\$14,600
<i>PHASE 3: Invent</i>	\$20,400
<i>PHASE 4: Implement and Test</i>	\$6,100
<i>PHASE 5: Final Plan</i>	\$10,200
TOTAL FEE ***	\$58,000

*** Other direct costs: Printing, reprographics, travel mileage (to and from meetings) and courier/shipping services may be billed as reimbursable expenses. Anticipated budget of approximately \$1,000.

AUTHORIZATION

If you find this proposal to be acceptable, please provide OHM Advisors with authorization to proceed by signing below and returning a copy of the signed proposal. Please do not hesitate to contact me at (614) 418-0600 with any questions or if you need any additional information.

Sincerely,

OHM Advisors

Aaron Domini | Principal
DIRECTOR OF PLANNING

FORREST Gibson | PLA – Project Manager
SENIOR LANDSCAPE ARCHITECT/ PLANNER

Attachment: OHM Terms and Conditions
2017 Hourly Rate Schedule



**City of Lebanon
West Main Street Area Plan**

Planning Proposal

Accepted By: _____
Printed Name: Scott Brunka
Title: City Manager
Date: 1/2/18
PO Number (if applicable): _____

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM Advisors:

- a) Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM Advisors within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM Advisors to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.

5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of

compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such

provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however, OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.



OHM ADVISORS 2017 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$165.00
Professional Engineer III/Architect III	\$144.00
Professional Engineer II/Architect II	\$133.00
Professional Engineer I/Architect I	\$119.00
Graduate Engineer III	\$123.00
Graduate Engineer II	\$115.00
Graduate Engineer I	\$106.00
Graduate Architect III/Landscape Architect III	\$115.00
Graduate Architect II/Landscape Architect II	\$94.00
Graduate Architect I/Landscape Architect I	\$83.00
Technician IV	\$116.00
Technician III	\$106.00
Technician II	\$92.00
Technician I	\$70.00
Engineering/Architectural Aide	\$55.00
Professional Surveyor III	\$149.00
Professional Surveyor II	\$132.00
Professional Surveyor I	\$118.00
Graduate Surveyor	\$107.00
Surveyor III	\$103.00
Surveyor II	\$96.00
Surveyor I	\$74.00
Surveyor Aide	\$55.00
Planner IV	\$144.00
Planner III	\$128.00
Planner II	\$108.00
Planner I	\$74.00
Planner Aide	\$55.00
Graphic Designer	\$105.00
Data Base Developer	\$185.00
Administrative Support	\$59.00
Clerical Aide	\$48.00
Principal	\$190.00
Sr. Associate	\$180.00
Associate	\$170.00

Rates as reflected subject to review and adjustment on an annual basis.