WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, MARCH 11, 2019
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

6. Recommendation to grant unpaid leave to Chad Wolf on 3/15/2019

B. ACTION CONSENT ITEMS

26. Recommendation to approve the Lewis Land Professionals, Inc. Civil Engineering and Land Surveying Services Proposal

Agenda Detail

26. Lewis Land Professionals, Inc. Proposal: The proposal being recommended for approval will allow for a topographic survey, parking lot and Park Drive turn lane site plan, storm water detention and parking lot pavement plan, and Park Drive widening-turn lane improvement plan for the recently purchased property at 274 Grandview.

LEWIS LAND PROFESSIONALS
INC.
Civil Engineering & Land Surveying

March 8, 2019

Dr. Andy Hill
Superintendent
Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

Email: ahill@wadsworthschools.org

Re: Professional Engineering and Surveying Services for Art Wright Stadium Parking Lot Addition and Park Drive widening / turn lane improvements
Wadsworth City Lot 1945 @ 274 Grandview Avenue

Dear Dr. Hill:

Thank you for the opportunity to provide you with the following proposal for professional services related to the above referenced project. Lewis Land Professionals, Inc. can begin working on your project in approximately 1-2 weeks after receiving a signed copy of this proposal granting authorization to proceed.

While we strive to obtain the desired outcome of each project for every client, Lewis Land Professionals, Inc. does not guarantee the success and/or approval of your project since we have no control over many events, decisions, regulations, and constraints that influence your project.

If the owner decides to terminate this agreement prior to the completion of the project, the owner agrees to pay Lewis Land Professionals for the actual time and materials worked on the project up to the time a written cancellation notice is received from the owner.

Wadsworth City Schools, collectively herein after referred to as "owners".

Item 1 – Topographic Survey:
We will prepare a detailed topographical survey of the entire city lot parcel referenced above and area outlined on the attachment including the Park Drive / Grandview Ave. intersection. Existing visible features such as structures, utilities, pavement, driveways, and sufficient ground grades to accurately produce 1' interval contours will be located and shown on the survey drawing. Underground utilities will be shown from record plan information as provided by Wadsworth City, OUPS, and per visible field data. Property lines will be shown from record deeds and surveys. Property corner pins will be found and field located to best fit the record data, but this item of work does not include a boundary survey. This fee does not include subsurface investigation for utilities, structures, or soils. The owner will be provided a PDF copy of the survey upon completion for their use.

The fee for Item 1 shall be: **$2,400.00**

Item 2 – Parking Lot and Park Dr. Turn Lane Site Plan:
Lewis Land Professionals will provide a site plan showing the proposed parking lot and Park Drive turn lane for submittal to Wadsworth Planning. The plan will include basic landscaping as required by the City. Lewis Land Professionals will handle the submission to Wadsworth Planning Commission and attend all planning or zoning meetings.

The fee for Item 2 shall be: **$1,600.00**

Item 3 – Storm Water Detention and Parking Lot Pavement Plan:
Lewis Land Professionals will prepare storm water detention and pavement plans to construct the new parking lot improvements. We will prepare dimensionally correct AutoCAD Civil 3D 2019 construction documents including site demolition, site grading, drainage, storm sewers, pavement, sidewalk, curbs and utility improvements. Storm water management/quality basin will be designed as necessary to meet the Ohio EPA and City Engineer regulations.

It is anticipated that the total land disturbance will be less than 1 acre; therefore, an Ohio EPA Notice-of-Intent (NOI) and a storm water pollution prevention plan are not required. Storm water detention and water quality storage / treatment will be designed to meet the City requirements. The required detention volume will be provided using either an open detention basin or underground detention chambers. A storm water detention report will be provided to the City. Erosion control inspection is not the responsibility of Lewis Land Professionals, Inc. Construction inspection and/or testing is not the responsibility of Lewis Land Professionals.

The fee for Item 3 shall be: **$5,500.00**

Item 4 –Park Dr. Widening / Turn Lane Improvement Plans:
We will prepare Park Drive pavement widening plans for the proposed turn lane improvements. The plans will meeting City approval. Storm sewer in Park Drive will be shown. Sidewalk improvements along Park Drive will be included. Pavement design and pavement marking will be included.

The fee for Item 4 shall be: **$4,500.00**

The following items of work are not included, but can be provided by Lewis Land Professionals or coordinated with a sub-consultant:

a. Construction surveying;
b. Construction inspection;
c. Easements;
d. Erosion control inspection;
e. Existing roadway improvements;
f. Off-site utility improvements;
g. Soil borings and subsurface soil investigation;
h. Traffic impact study;
i. Wetland impact plan drafting and wetland permit;
j. As-built detention basin survey / calculations;
k. Improvements and/or widening plans for Grandview Avenue;

l. Construction management;
m. Application fees and review fees.

Additional services can be provided at the following standard rate schedule:

Standard Rate Schedule (Rates are subject to change).	
Professional Engineer	$105.00 per hour
Professional Surveyor	$105.00 per hour
Survey Tech	$74.00 per hour
Engineer Tech	$74.00 per hour
Survey Field Crew (3 man)	$204.00 per hour
Survey Field Crew (2 man)	$158.00 per hour
Survey Field Crew (1 man)	$115.00 per hour
Administrative	$53.00 per hour
Expert Witness	$158.00 per hour

Permits: Lewis Land Professionals, Inc. will provide application forms for permits for signature and submission by the Owner. The Owner shall pay permit fees.

Documents: Lewis Land Professionals, Inc. will provide all necessary documents, plans, and drawings on paper, vellum, or Mylar at the owner's request. Lewis Land Professionals, Inc. is the sole owner of the electronic files created to produce the necessary documents, plans and drawings and is not required to provide copies in electronic format. Lewis Land Professionals, Inc. reserves the right to retain electronic files.

Reimbursable Expenses: Owner shall reimburse Lewis Land Professionals, Inc. for the following costs, but not limited to, all blueprints, copies, printing, deliveries, mail services, equipment charges, and fees from outside services. Reimbursable fees will be the actual cost plus 20 percent.

Project Site Photographs
By this agreement, the owner hereby assigns Lewis Land Professionals, Inc. the irrevocable and unrestricted right to use, display, and/or publish the images taken of the subject project site. All photos taken are for Lewis Land Professionals, Inc. use only and will not be sold for profit.

Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife Presence, Archeological or Historical Significances: Lewis Land Professionals, Inc. makes no determination as to the existence or presence of Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife presence. Archeological or Historical Significances within, on, or near the subject property. It is the Owner's responsibility to employ qualified consultants including but not limited to: wetland consultants, environmental consultant, biological scientists, and archeologists to investigate and determine if any permits are required prior to any earth or vegetation disturbing activities or other impacts related to the subject property.

Modification or Termination of Project: This agreement may be modified only by written addendum, mutually agreed to and signed by an authorized representative of the owner and Lewis Land Professionals, Inc.

Either party to this agreement may terminate this agreement with cause at any time upon (30) thirty days written notice to the other. Lewis Land Professionals, Inc. will provide the owner with documentation of completed work then in progress, including reproducible copies and written materials. The owner will pay Lewis Land Professionals, Inc. for all fees and expenses within (30) thirty days of documentation for all work completed at the time of notice.

Ingress, Egress and Location: Owner hereby assigns to Lewis Land Professionals, Inc all necessary rights of ingress and egress with respect to the property for the performance of Lewis Land Professionals, Inc.'s work contemplated by this Contract. Should Lewis Land Professionals, Inc be denied free access to location for any reason reasonably within the Owner's control, any time lost by Lewis Land Professionals, Inc as a result of such denial shall be paid at the applicable rate.

~~**Indemnification:** Owner shall release Lewis Land Professionals, Inc from any liability for, and shall protect, defend and indemnify Lewis Land Professionals, Inc, its officers, directors, employees and joint Owners from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Owner's employees, or Owner's subcontractors or their employees or Owner's invitees on account of bodily injury, death or damage to property. Owner's indemnity under this paragraph shall be without regard to and without any right to contribution from any insurance maintained by Lewis Land Professionals, Inc.~~

MP 3/11/19

~~**Consequential Damages:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this contract, including, without limitation, loss of profit or business interruptions, including home office overhead, however same may be caused.~~

No Waiver Except in Writing: None of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the person executing this Contract, or other duly authorized agent or representative of the party.

Force Majeure: ~~Except for the duty to make payments hereunder when due in the indemnification provisions under this Contract,~~ Neither Lewis Land Professionals, Inc nor Owner shall be responsible to the other for any delay, damage or failure caused by or occasioned by a force majeure event. As used in this Contract, "force majeure event" includes: acts of God, action of the elements, war-like action, insurrection, revolution or civil strife, civil war or hostile action, strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authority having jurisdiction in the property or any other group, or any other causes (except financial) beyond the control of either party. Neither Lewis Land Professionals, Inc nor Owner shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either party hereto is rendered unable, fully or in part, by any of these causes to carry out its obligation under this Contract, it is agreed that such parties shall give notice and details of force majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the parties giving notice shall be suspended during the continuance of any ability so caused.

Governing Law: These terms and conditions shall be construed, governed, enforced and litigated, in the relations between the parties determined in accordance with the laws of the state of Ohio.

Assignments: Neither party may assign this Contract without the prior written consent of the other, and prompt notice of such intent to assign shall be given to the other party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance of the assignee of the terms of the Contract.

Timeliness: Lewis Land Professionals, Inc endeavors to perform its duties hereunder in a timely and efficient manner. Lewis Land Professionals, Inc. however, makes no representation, either express or implied, with respect to the length of time of its performance.

Payment of Services: Progress billings shall be submitted as the work progresses and shall be payable within (30) thirty days of the date of the invoice. Payments beyond (30) thirty days may include a (1.5%) per month (18% per annum) late charge. Failure to make payment when due may be cause for suspension of services or, ultimately, termination, unless and until Lewis Land Professionals, Inc. has been paid in full all amounts due for services, expenses and other related charges. ~~Lewis Land Professionals, Inc. shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.~~ Failure to make payment as provided herein could result in Lewis Land Professionals, Inc. sending the contract to a third party collection company, and/or filing a lien on the real property which is the subject of this Contract. By executing this Contract for Services, the owner waives any limitation on the period in which Lewis Land Professionals, Inc. may file notice of intention to hold a lien against the owner's property to secure payment of our fees.

Disputed Invoices: Owner shall pay all invoices within 30 days after receipt. If Owner disputes an invoice or any part thereof, Owner shall, within 15 days after receipt of the invoice, notify Lewis Land Professionals, Inc of the item disputed, specifying the reason. Payment of the disputed item may be withheld until settlement of the dispute, but timely payments shall be made on any undisputed portion. Any sums, including amount ultimately paid with respect to a disputed invoice, not paid within the above-specified limits may bear interest at the rate 1.5% per month (18% per annum). If Owner does not pay undisputed items within the above stated time, Lewis Land Professionals, Inc may terminate this contract.

Retainer: We require a retainer prior to the commencement of work. The retainer will be credited to the total fee for the work performed.

Retainer amount **$0.00**

Acceptance and Notice to Proceed: Lewis Land Professionals, Inc. is prepared to proceed with the above-described professional services, **upon receipt of your authorization acceptance of this proposal, and the execution of (1) one signed complete copy to this office**. The parties hereto further agree that delivery of this document may be accomplished by: original hardcopy delivered and mailed; and/or emailed copy, if email delivery is utilized, the email copy shall constitute an original. Should any questions arise concerning the above proposal, please feel free to contact us. Please sign and date the acceptance and return it with the retainer. If executed acceptance and notice to proceed is not received within 30 days of the date of preparation, this proposal shall be null and void.

Acceptance by:

Lewis Land Professionals, Inc.

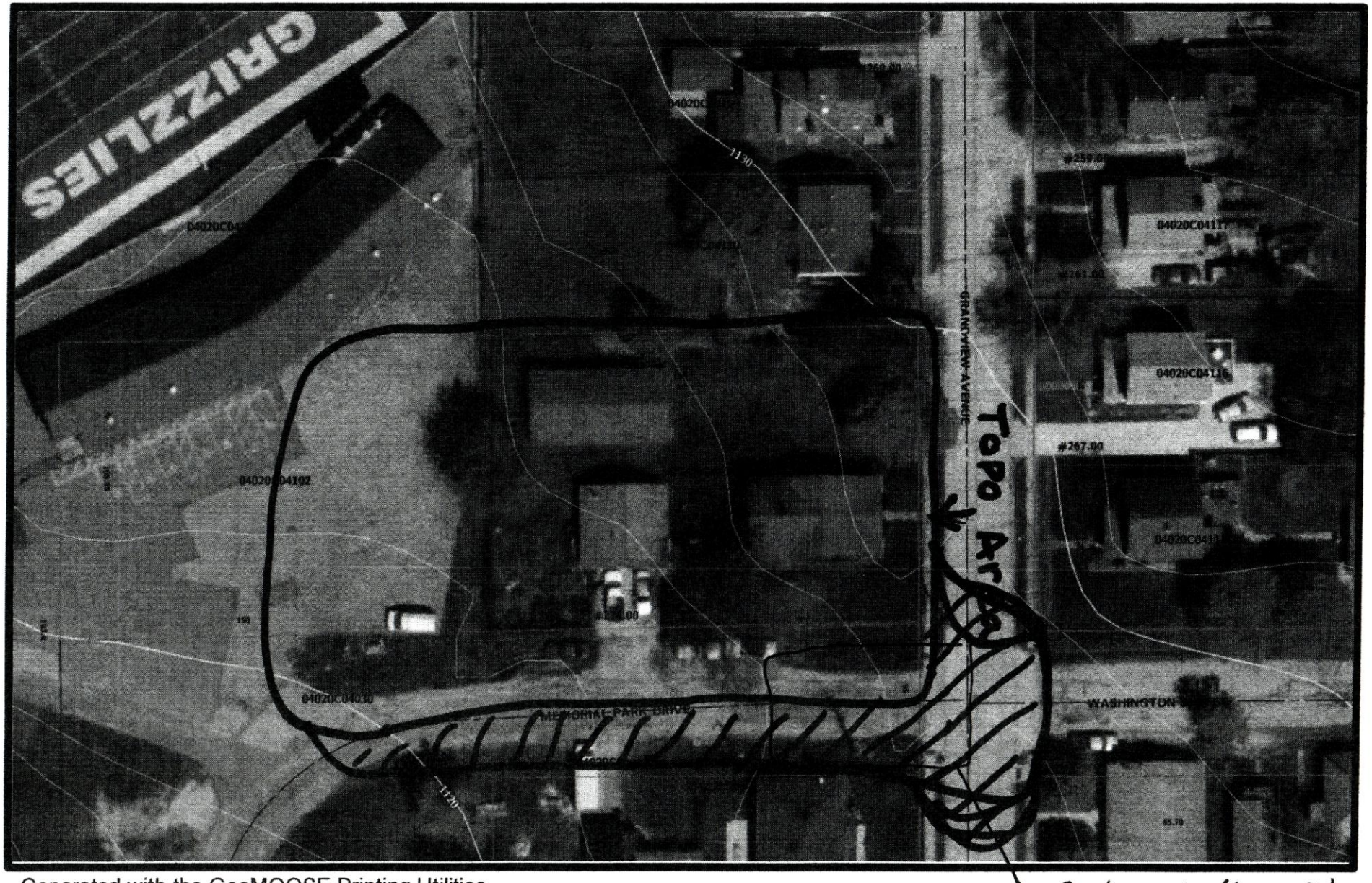
David H. Lewis 03/08/19

Owner (Sign) Date

David Lewis, PE President Date

Owner (Print)

Map



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