

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SURVEYING AND MAPPING (SAM) LLC AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director has solicited quotations for utility engineering and surveying services for the installation of high visibility crosswalks and Rectangular Rapid Flashing Beacons at the intersections of Walker Road and Armour Drive and Lear Road and Creekside Drive; and

WHEREAS, the Public Works Director and the Public Service Committee reviewed said quotations and recommended Surveying and Mapping (SAM) LLC of North Jackson, Ohio; and

WHEREAS, Council coming now to consider said quotations has determined the quote submitted by SAM LLC to be the best responsive quotation and is acceptable to this Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Surveying and Mapping (SAM) LLC of North Jackson, Ohio, for the purpose of retaining professional services for the installation of high visibility crosswalks and Rectangular Rapid Flashing Beacons at the intersections of Walker Road and Armour Drive and Lear Road and Creekside Drive. The Agreement shall state among its terms that the cost of said personal services shall not exceed \$7,600. (Exhibit A)

Section No. 2: Upon completion of said engineering and surveying services, the Director of Finance is hereby directed to deliver to SAM LLC the warrant of this City in an amount not to exceed \$7,600 and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing engineering and surveying services for pedestrian improvements of this highly traveled road, thus for the health,

safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

PASSED: 4/25/2022

/s/ Martin E. O'Donnell

President of Council

POSTED: 4/29/2022

APPROVED: 4/26/2022

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor



SAM, LLC

12480 DeBartolo Drive, Unit F, North Jackson, OH 44451

Ofc 330.794.4455

info@sam.biz www.sam.biz

April 4, 2022

Joseph Reitz, P.E.
Public Works Director
150 Avon Belden Road
Avon Lake, Ohio 44012

RE: Subsurface Utility Engineering Services
LOR-CR 610-00.91 PID No. 115785 - SUE, Avon Lake, OH
1022068435

Dear Joseph:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) Quality Level B and Surveying services to the City of Avon Lake for the LOR-CR 610-00.91 PID No. 115785 - SUE project in Avon Lake, Ohio. This proposal has been prepared based on your February 8, 2022 request.

After you have reviewed the attached proposed Scope of Services and associated fees, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to be of service. We are looking forward to working with you on this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rhett Sloan', written in a cursive style.

Surveying And Mapping, LLC.

Rhett Sloan
Senior Project Manager
(c) 234-417-9988

Attachments :

Proposal

A. Site Map

B. Terms and Conditions

Exhibit A



1.0 Project Description

SAM proposes to provide subsurface utility engineering (SUE) services in an attempt to identify existing subsurface utilities (minus exclusions stated below) (hereafter referred to as underground utilities) within the outlined areas shown on **Attachment A** (outlined area). This investigation is to aid in the RRFB Instalation design development for the LOR-CR 610-00.91 PID No. 115785 project in Avon Lake, Ohio.

The work will be conducted in accordance with the Construction Institute (CI)/American Society of Civil Engineers (ASCE) Standard 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. This document is the standard upon which SUE is conducted, defining the service as:

A branch of engineering practice that involves managing certain risks associated with: utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

2.0 Scope of Services

The proposed scope of services includes:

2.1 Records Research - Quality Level D

Conducting utility records research to assist in identifying utility owners that may have facilities on or be affected by the project. Applicable utility owner records will be requested, responses will be documented, and record information will be compiled. Designating staff will review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners.

2.2 Incorporate above ground features - Quality Level C

Identifying surface features on the topographic plan and ground surface that are surface appurtenances of existing subsurface utilities. If records and features do not agree, further record review and field reconnaissance will be undertaken to resolve discrepancies. Work will incorporate Quality Level D findings.

2.3 Designating and Marking - Quality Level B

SAM staff will utilize the suite of geophysical equipment in each vehicle to attempt to designate the utilities identified in the Project Description within the area(s) of interest. Quality Level B services for this project include:

- Obtaining permits from city, county or other municipalities to allow SAM, LLC staff to work in streets, roads, or right-of-ways.
- Utilizing normal traffic control, including standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign.
- Designating and marking underground utilities within the project limits using an appropriate suite of surface geophysical methods. Typical equipment utilized includes:
 - Radiodetection - RD8100 and Metrotech Vivax VM 810 & vLocML Cable and Pipe Locator
 - Acoustic - ULTRA-TRAC® Acoustic Pipe Locator



- GPR - Single and/or Dual Frequency
 - Magnetic locators
 - Rodders, Sondes (transmitters) and Receivers for non-conductive utility detection, other than electric
- Marking the utilities at maximum 50 foot intervals and at changes in direction
 - Attempting to locate water lines, force mains, and other non-tonable utilities using ground penetrating radar. If successful, these utilities will be marked as Quality Level B. If unsuccessful, these utilities will be marked Quality Level D. If appropriate, Test Holes may be recommended to establish the precise location for design.
 - Marking each utility run with the appropriate surveying code and number for each mark. This will be noted on the field sketch for use by the surveyor and our quality control staff.
 - SAM will survey markings, and any other pertinent information, as is reasonably ascertainable, that indicate the presence of a utility. Horizontal data will be held to the accuracies and precision dictated by the project's survey control.
 - Plotting survey data on base plans provided by client using either AutoCAD or MicroStation platforms.
 - Providing a deliverable including engineering drawing(s) shown in plan view using the approved color codes for found utilities in accordance with CI/ASCE Standard 38-02 complete with utility professional seal and signature.

Limitations

The degree of success of GPR investigations are based entirely on the composition of the medium being studied and the depth and scale of the subsurface targets. Subsequently, due to the unknown nature of the soil and its susceptibility to the passage of radar/electromagnetic energy or the degree of which subsurface interfaces may produce distinguishable anomalies in the data, conclusive results cannot be guaranteed. Therefore, the possibility exists that our findings may prove inconclusive.

3.0 Cost Proposal

SAM, LLC proposes to complete the above described scope of services in accordance with the Standard Terms and Conditions included as **Attachment B** for the Lump Sum Cost of **\$7,600**. This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule. If additional services are provided, the work will be billed in accordance with supplemental proposa.

4.0 Assumptions

Proposal

- This proposal is valid for a period of 90 days.

Required by Client

- Access



- Client will provide complete access for SAM staff, equipment, and company vehicles, to the project site between the hours of 7:00 a.m. and 5:30 p.m. This is inclusive of sidewalks in front of businesses and private residences and curbside parking on either side of the road.
- Notification and Coordination
 - Client will notify local property owners of the work activities and schedule.
 - Client will facilitate coordination with the site owners to the extent required.
- Records
 - To the extent available, client will provide copies of available records for existing facilities and improvements prior to commencement of work.
 - To the extent available, client will provide CAD file of existing survey information including previously found utilities, topographic features and survey control prior to the commencement of work.
- Work Permits, Entry, and Training
 - Client will facilitate work, excavation permits and entry forms to the extent required by the project.
 - Project specific training will not be required.
 - Confined space entry is not required.
- Safety
 - Client will facilitate safe access for vehicles, equipment, and personnel.

Traffic Control

- Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control and is not included in this scope of services. If special traffic control is required, SAM, LLC can provide this service, at additional costs, utilizing a specialty subcontractor.

Weather

- SAM will notify the client of snow cover or other issues that may impede or delay the investigation.

Quality Level B Services

- General Scope of Work:
 - Unless requested, utilities designated will not include: a) storm and sanitary sewer mains or laterals (except metallic force mains, b) non-accessible empty conduits or empty utilities, c) vault or manhole limits/ dimensions, d) irrigation, fountain or sprinkler systems, e) underground storage tanks and associated piping/ wiring., f) traffic loop detectors, g) utility tunnels, h) traffic control/signalization related power and communications, i) illumination wiring, j) railroad signalization, k) grounding grids, l) grease traps and associated piping, m) septic tanks and distribution boxes, drain fields or abandoned wells.
 - Utility depths are not obtained as part of Quality Level B reporting.



- Storm and Sanitary lines/structures are not included in this scope.
- The survey of utility data designated by SAM will be completed by SAM, LLC and the horizontal data will be held to the accuracies and precision dictated by the project's survey control.
- This work does not include de-watering vaults/manholes of telecom and or electric utilities. SAM will request this work to be done by the utility owner or can supply a supplemental fee for this work.
- Limits of Technology:
 - The scope of services is limited to the extent of the technology utilized. Non-metallic piping, inactive electric and/or communication lines may or may not be found. SAM will not be responsible for omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.
 - Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during Records Research, and for which there is no prior knowledge. SAM will use our standard search protocol employing electromagnetic and GPR technologies to conduct sweeps of the area in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
 - The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.
 - Other surface geophysical methods, such as terrain conductivity and point to source transmitters can be used, as appropriate. These techniques, although typically involving extra expense, can further refine the utility model. Generally, these extra refinements are not cost effective, and SAM, LLC will not apply these techniques without authorization of the client. However, SAM, LLC can recommend appropriate techniques on a case-by-case basis.
- Work Product/ Deliverables:
 - Record information utilized to create digital line work is placed in accordance with professional judgement as a best fit alignment. In doing this, the owner should be aware of the inaccuracies that may accompany these decisions.
 - Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction. The use of this information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, providing notification to utility owners or One-Call centers before excavation.
 - SAM will develop an electronic file depicting its findings in accordance with ASCE 38-02 utilizing the applicable line types and color codes for the project. Supplemental field data can be provided upon request.



- Provide a corresponding AutoCAD/MicroStation file representing the SUE plan set. The paper set and PDF shall stand as the official record of SAM, LLC's work under this project. CAD files can be changed, manipulated, and compromised and so are provided with the understanding that SAM, LLC is not responsible for any changes to these files by the client or others.

5.0 Schedule of Services

Based on a written agreement and notice to proceed, we will mobilize within 14 days and complete the Quality Level B work in a safe and efficient manner working 7:00 a.m. to 5:30 p.m. Monday - Friday pending no weather delays or conditions beyond our control. SAM, LLC will submit the deliverable drawings and CAD file within 14 days upon the final collection of field data. Weather will be paramount to the success of a geophysical investigation and changing weather conditions may elongate the schedule of services. The project manager for SAM will keep the client apprised of the progress and any delays that occur.

6.0 Additional Services (NOT included in the Scope)

These services are beyond the stated Scope and can be provided upon additional authorization, and at additional costs, or as otherwise negotiated at the time requested. Additional services available include:

- Investigation of any excluded utilities listed above.
- Conflict Analysis - the collected SUE data and preliminary project information are used to prepare a thorough analysis of the project impacts on existing utilities. The analysis assures a cost-effective approach to additional Quality Level A investigations. Our Utility Coordination Team can manage these impacts from pre-design through construction and ensure that utility impacts are minimized for a more controllable project schedule and budget.
- Quality Level A Investigation (Test Holes).
- Collection of inverts and other information in surface accessible sanitary sewer manholes/storm drain structures. (Due to cost, confined space entry is not a customary part of this service; however, it can be included.)
- Collection of top of pipe measurements and other information at water chambers/valves where accessible from the surface. (Due to cost, pumping of flooded chambers or confined space entry are not a customary part of this service; however, they can be included.)
- Specialized Ground Penetrating Radar (GPR) investigations. For non-conductive utilities, underground structures and other purposes, additional standard GPR data density and advanced GPR technology can be deployed to provide enhanced subsurface information.
- Quality Level B investigation of gravity sewer systems through use of a Sonde and/or other techniques.
- Utility depth analysis by compiling information from various sources such as records, GPR, field measurements, and locating equipment readings. Depict utility information on profiles and/or cross-sections.
- Overhead utilities inventory and mapping.
- Other services as warranted.

ATTACHMENT A SITE MAP

Areas to be investigated (shown as blue-outlined/yellow-shaded)





ATTACHMENT B

STANDARD TERMS AND CONDITIONS

1. Access To Site - Unless otherwise stated, SAM, LLC will have access to the project site for activities necessary for the performance of the services. SAM, LLC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this Agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
3. Copyright - The parties hereto agree that all protections of the United States and Texas state copyright laws shall be applicable to the work product to the benefit of SAM, LLC, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, LLC's office in Austin, Travis County, Texas.
5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney's fees or court costs incurred by SAM, LLC in collecting any past-due amounts. In the event that Client fails to pay SAM, LLC within thirty (30) days after invoices are rendered, then Client agrees that SAM, LLC shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
7. Dispute Resolution - If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM, LLC shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the parties hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. Client and SAM, LLC agree to include a similar dispute resolution agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The substantially prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred by the prevailing party.
8. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Ohio.
9. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, LLC, its officers, directors, members, managers, employees, agents, insurers and subconsultants (collectively "SAM Parties") from and against all damages, liabilities, penalties, fees, claims, suits and



costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the SAM Parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, LLC.

10. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, suits, costs, liabilities, fees, losses, expenses, penalties, fines, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, LLC, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Except for the indemnification provisions provided herein, neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.
11. Authority - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of The City of Avon Lake or as Company's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.
12. Professional Services - All engineering and surveying services are regulated under the Ohio State Board for Professional Engineers and Surveyors.
13. Use of Work Product - SAM, LLC acknowledges that Client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM, LLC may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM, LLC agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.
14. Subpoenas or Requests for Information - In the event SAM, LLC or any of its personnel are requested or authorized by the Client or third parties with which the Client is involved in a claim or dispute or, are required by government regulation, subpoena, or other legal process, to produce any information or our personnel as witnesses with respect to the services performed by SAM, LLC hereunder, the Client will, so long as neither SAM, LLC nor its personnel are a party to the proceeding in which the information or personnel are sought, reimburse SAM, LLC for its professional time and expenses, as well as the actual fees and expenses of SAM, LLC's counsel, incurred in responding to such requests.

SURVEYING AND MAPPING, LLC (SAM, LLC)

COMPANY NAME: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____