

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: December 2, 2021

Subject: Commission Agenda Item – Amendment #1 to Professional Design Services Agreement with EDG for Sandusky Bay Pathway Acquisition and Partial Design

ITEM FOR CONSIDERATION: Amendment #1 to Agreement for Professional Design Services with Environmental Design Group (EDG) for Acquisition and Partial Design of the Sandusky Bay Pathway.

BACKGROUND INFORMATION: The Sandusky Bay Pathway is a coastal trail originally envisioned by the City of Sandusky in 2005 that stretches along the waterfront from the east corporation limit to the west corporation limit, including several other ancillary on-street and off-street trails networking city roads intended to connect the neighborhood park system. As part of the Bicentennial Vision process in 2015, residents and stakeholders urged the City to initiate activities to complete the pathway. Hence, the original vision was updated through a comprehensive planning process in 2017 that culminated in the Sandusky Bay Pathway Master Plan (Updated Plan).

On June 24, 2019, via Ordinance 19-115, the City entered into a Professional Design Services Agreement with EDG to complete environmental due diligence, geotechnical analysis, topographic and boundary surveys, title research, property appraisals, negotiations, and preparation of property transfer documents. Final design of certain sections was also included.

As part of the original scope of services, EDG included acquisition of all remaining properties based on the revised layout included in the Updated Plan. They identified about 200 parcels on which acquisition services are required within the 5 following project locations:

1. At the intersection of Cedar Point Drive and First Street to connect to the western end of the Landing Park project,
2. Along the north side of First Street between Cedar Point Drive and Lockwood Street,
3. On the former Pier Track between First Street and Battery Park (design services not included),
4. Along Water Street between Meigs Street and Franklin Street, and
5. The remaining west end of the project between Mills Street and Venice Road.

Two additional tasks have been scoped by EDG at the City's request:

1. **Task 5:** Item #4 above, which was part of the original scope of work, included design of the pathway along the north side of Water Street. Staff leveraged these committed design and acquisition dollars by applying for funding through the Metropolitan Planning Organization (MPO) for the roadway portion of Water Street along these same blocks. The City was awarded \$474,477.00 in federal funding in 2020 for construction activities that would include resurfacing and streetscape elements between Franklin and Meigs Streets. Since this funding is routed through ODOT, there are additional design requirements for the roadway that were not on the original Sandusky Bay Pathway contract. Staff feels it is better to group the two projects (the pathway and the roadway) together as one project to ensure a proper synergy along that corridor while minimizing inconveniences to the drivers by reducing the timeframe that section of roadway would be impacted. Finally, since there is already survey and limited design on the north side, engineering fees would be reduced if the same consultant is utilized.

The total cost for this portion of work would be \$85,856.00. Stage 2 survey and design are to be completed by April of 2022, with bidding starting in May of 2023. Construction is expected to begin in July 2023.

2. **Task 6:** During negotiations, one property owner on Monroe Street near Sloane recommended that the City evaluate an alternate route through an abandoned railroad because the proposed route in the Monroe Street right-of-way would consume all of the parking in front of his storage building and because he would often have to have delivery vehicles and trailers blocking the bike path. He mentioned that if the City could acquire the former railroad alley between his building and the adjacent property owner, he would help to maintain it. He would also allow the walls to be used for public art and would even string lights between the two buildings to create an extremely unique section of the pathway. This revised route would eliminate a sharp turn at Sloane/Monroe Streets and Sloane/W. Madison Streets with more gradual turns at these locations. In addition to the uniqueness, it would provide a safer route away from Monroe Street.





To proceed with this route, the City would have to acquire the property from the railroad, which would require additional acquisition and appraisal services for the project, in addition to the redesign of this section. Staff is recommending proceeding with this modified route for a not to exceed price of \$57,786.00.

BUDGETARY INFORMATION: The current cost of this project is \$1,948,871.00. Amendment #1 includes Task 5 for \$85,856.00 and Task 6 for \$57,786.00 totaling \$143,642.00. The total revised project cost would be \$2,092,513.00 and would be paid from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that an ordinance for Amendment #1 to the Sandusky Bay Pathway Acquisition and Partial Design contract with Environmental Design Group of Akron, Ohio in the amount of \$143,642 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that the consultant can meet deadlines included in the funding agreement for East Water Street.

I concur with this recommendation:

Eric Wobser
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

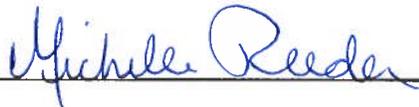
CERTIFICATE OF FUNDS

In the Matter of: EDG Professional Agreement Amendment

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 431-3462-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. 21-195

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF AKRON, OHIO, FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other ancillary on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for the Sandusky Bay Pathway Project by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, Environmental Design Group, LLC, provided professional design services to complete environmental due diligence, geotechnical analysis, topographic and boundary surveys, title research, property appraisals, negotiations, and preparation of property transfer documents along with final design of certain sections; and

WHEREAS, as part of the original scope of services, Environmental Design Group, LLC included acquisition of all remaining properties based on the revised layout included in the Updated Plan and identified about 200 parcels on which acquisition services are required within the 5 following project locations:

1. Cedar Point Drive and First Street intersection to connect to the western end of the Landing Park project,
2. First Street along the north side between Cedar Point Drive and Lockwood Street,
3. The former Pier Track between First Street and Battery Park (design services not included),
4. Along Water Street between Meigs Street and Franklin Street, and
5. The remaining west end of the project between Mills Street and Venice Road.

WHEREAS, this First Amendment provides for additional design work on Water Street that is being grouped together with work required by the Ohio Department of Transportation as part of the East Water Street Project and additional survey and design work to evaluate an alternate route on Monroe Street; and

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WHEREAS, the original cost of the professional design services was \$1,948,871.00 and this Amendment will increase the cost by \$143,642.00 for a revised total cost of \$2,092,513.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the work and meet the deadlines pursuant to the funding agreement for East Water Street; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for acquisition and partial design for the Sandusky Bay Pathway, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, in an amount **not to exceed** One Hundred Forty Three Thousand Six Hundred Forty Two and 00/100 Dollars (\$143,642.00) for a total revised amount **not to exceed** Two Million Ninety Two Thousand Five Hundred Thirteen and 00/100 Dollars (\$2,092,513.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the

law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: December 13, 2021

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This First Amendment to the Agreement for Professional Design Services (this “Agreement”), made as of _____, 2021 by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Environmental Design Group, LLC (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances and regulations and it is the intention of the City, in the exercise of its powers, to obtain professional design services for the following project (the “Project”):

Project Name: **Sandusky Bay Pathway Acquisition and Partial Design**

City Engineer: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer: Environmental Design Group, LLC
Contact: Michelle L. Johnson
Address: 450 Grant Street
Akron, OH 44311

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design Services Agreement executed on July 1, 2019, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Design Services Amendment executed on _____, 2021 between the City and Environmental Design Group, LLC for a revised fee not to exceed \$2,092,513.00.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

Environmental Design Group, LLC
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____

Eric Wobser
City Manager

APPROVAL:

EXHIBIT "1"

The legal form and correctness of the within instrument is hereby approved.

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Pathway Acquisition and Partial Design**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2021

CITY OF SANDUSKY

EXHIBIT "1"

By: _____
Michelle Reeder
Finance Director

Account Number

Amount



October 25, 2021

Mr. Eric Wobser
City Manager
City of Sandusky
CC: Mr. Aaron Klein, PE
Via Email

**Subject: Professional Design & Engineering Services for Sandusky Bay Pathway Acquisition and Partial Design Amendment #1
Environmental Design Group No. 17-00196-020 (17-00196-08P)**

CORPORATE
450 Grant Street / Akron, OH 44311
P 330.375.1390 / F 330.375.1590
TF 800.835.1390

CLEVELAND OFFICE
2800 Euclid Avenue, Suite 620
Cleveland, Ohio 44115

COLUMBUS OFFICE
88 East Broad Street, Suite 880
Columbus, Ohio 43215

envdesigngroup.com

Dear Mr. Wobser:

Per our conversations, please find here **Amendment #1 to the Agreement between City of Sandusky (Client) and Environmental Design Group, LLC dated June 22, 2019**. The following item is the change made to the referenced agreement:

Task 5 – Water Street LPA Design & Documents

We understand the Client was awarded ODOT funding and would like to redesign a portion of the project to Local Public Agency (LPA)-let. The project limits include the redevelopment of Water Street (approx. 1,500 LF) from the proposed relocated curb beyond the proposed Sandusky Bay Pathway along the north side of Water Street to the south right-of-way line between Franklin Street/Shoreline Drive and Meigs Street. The Sandusky Bay Pathway trail design effort will remain in the original agreement referenced herein; except as part of this effort, we will adjust the trail layout to these existing conditions for the newly completed East Shoreline Drive with the intersection of Water Street. The Water Street improvements will follow the curb extension designs shown in the original 30% schematic design plan set and subsequent design refinements.

Design standards used for this project will include the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012, Fourth Edition, the American with Disabilities Act (ADA) accessibility guidelines, and ODOT Location and Design Manual, Volumes 1 and 2. The construction document set developed for this project will follow Environmental Design Group standard 22" X 34" sheet and layout format.

We will separate the Water Street Segment (100 Section) from the original Sandusky Bay Pathway 30% schematic design plan set and develop it into a standalone plan set following the below scope.

The scope of work, as outlined below, will be conducted simultaneously and concurrently for all meetings, correspondence, and document preparation.

We understand ODOT is preparing the Categorical Exclusion (CE) documents, and as such, effort to prepare these documents is not included in this scope of services.

Lighting design and geotechnical investigations are not included in this scope of work.

The following is a description of tasks that will be utilized for the completion of this scope of work.

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Topographic Survey

We will perform additional topographic survey, as outlined in the agreement dated June 22, 2019, along the south side of Water Street between Meigs Street and Franklin Street/East Shoreline Drive. We will also survey the intersection of Franklin Street/East Shoreline Drive to update the project's existing conditions, including 50' beyond, since the recent completion of the Shoreline Drive construction project. Per conversations with the Client, all improvements are occurring within the public right-of-way and a boundary survey is not included.

Preliminary Design and Stages 1 and 2 Plan Development

Based on the 30% schematic design plan set and subsequent design refinements, Environmental Design Group will develop plans, enlargements (if needed), and typical cross-sections for the Water Street improvements. Improvements include curb extensions, storm sewer design, to maintain positive drainage for these curb extensions, and landscape design within the curb extension limits (sidewalk to curb) that match the currently developed character of the project.

A. Preliminary Layout

The Environmental Design Group Design Team will consider the following for the Water Street Improvements:

- Drainage improvements
- Grade relationships
- Connection to existing city sidewalk network
- Constraints and impediments
- Selection and location of site amenities

B. Develop Preliminary Layout Plans

The Environmental Design Group Design Team will develop preliminary plans for aesthetic design elements and standards such as landscape treatments. The Environmental Design Group Design Team will refine the overall 30% schematic layout as part of this task.

The Environmental Design Group Design Team will conduct one (1) online preliminary plan meeting to review the aesthetic design elements and revise with the Client and ODOT District 3. Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Upon completion of the Preliminary Layout, the Client will approve the final alignment of the trail and associated structures via email to Environmental Design Group. Any Client-directed revisions to the alignment after this approval will require additional engineering services for additional fees, above and beyond the scope and fee listed in this scope of services.

C. Stage 1 & 2 Plan Development

Based on the results of the preliminary plan review meeting, the Environmental Design Group Design Team will refine the preliminary layout plans and begin work on the Stage 1 and 2 Plan Development. This task includes the removal of the study area from the plan sheets, quantities, and costs from the original Sandusky Bay Pathway 30% schematic design plan set.

The following sheets are anticipated as part of this task:

- Cover Sheet
- General Notes

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- Schematic Plan
 - Typical Sections
 - Cross-sections at 50' intervals
 - Identify drainage features and locations (culverts, swales, stormwater management areas)
 - Plan and Profile
 - Preliminary SWPPP
 - Schematic Layout Plans (including any nodes/plazas)
 - Landscape Plans
 - Signage Plans (if signage plan does not fit within plan and profile pages)
- D. Conceptual Opinion of Probable Costs: The Environmental Design Group Design Team will prepare a preliminary conceptual opinion of probable costs for the proposed improvements. The Environmental Design Group Design Team will deliver the conceptual opinion of probable costs to the Client as a digital PDF file via email.
- E. Stages 1 and 2 Plan Set: The Environmental Design Group Design Team will finalize the Stages 1 and 2 plan set and submit, along with the conceptual opinion of probable costs, to the Client and ODOT for review. The Environmental Design Group Design Team will deliver the plan set to the Client as a digital PDF file via email.
- F. Client Meeting: The Environmental Design Group Design Team will attend and conduct one (1) Client Meeting as part of this task to review the Stage 1 and 2 Plan Set and the Conceptual Opinion of Probable Costs with the Client and ODOT. It is desirable to conduct this meeting in-person but depending on the status of the COVID-19 restrictions around the time of the meeting, it can effectively be conducted online with screen sharing and video.

Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Final Design and Stage 3 Plan Development

Based on Stages 1 and 2 Plan Set review comments from the Client and ODOT, the Environmental Design Group Design Team will develop the Stage 3/PS&E construction documents and updated conceptual opinion of probable costs of the improvements. As part of this phase, the Environmental Design Group Design Team will:

- A. Finalize design and prepare construction drawings for the curb extension and associated improvements.
- B. Prepare final plan and profile drawings.
- C. Prepare typical sections by area.
- D. Finalize drainage features and locations (culvert sizes, swale slopes, stormwater volumes).
- E. Prepare cross-sections at 50' intervals for the off-road trail.
- F. Develop final site construction details.
- G. Develop a final opinion of probable costs.
- H. Develop a General Summary within the plan sheets.

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- I. Develop technical specifications within the plan sheets (Client will provide bidding and front-end specifications).
 - Environmental Design Group will provide the Client with a final bid tab to include as an attachment in the front-end specifications.
- J. Prepare a Storm Water Pollution Prevention Plan to Erie County Soil & Water Conservation District including preparation and submission of the NOI.
- K. Finalize construction documents, conceptual opinion of probable costs, specifications (within the plan set), and other necessary documents as outlined in this scope of services. These deliverables will be sent to the Client as digital PDFs via email.

The following sheets are anticipated:

- Cover Sheet
- General Notes
- Schematic Plan
- Typical Sections
- SWPPP Notes
- SWPPP Plan
- SWPPP Details
- Plan & Profile
- Layout Plans
- Signage Plans (if signage plan does not fit within Plan and Profile pages)
- Cross Sections
- Construction Details
- General Summary

EXHIBIT "1"

- L. Submit Stage 3/PS&E Plan Set to Client and ODOT for review.

Upon final acceptance, provide the Client with final digital originals of both construction document sets for their use in bidding the project.

- M. Client Meeting: The Environmental Design Group Design Team will attend one (1) Client Meeting as part of this phase to review the Stage 3/Final Design Plan Set (100% set review) and the Conceptual Opinion of Probable Costs. It is desirable to conduct this meeting in-person, but depending on the status of the COVID-19 restrictions around the time of the meeting, it can effectively be conducted online with screen sharing and video. If conducted in-person, the Client will be responsible for securing the meeting location.

Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

- N. Environmental Design Group will complete construction documents for bidding that includes comments from the Client and ODOT Stage 3/PS&E Plan Set review. Upon final review and approval, the Environmental Design Group Design Team will provide the Client with two (2) final stamped 22" X 34" printed originals of the construction documents and a pdf digital version of the construction drawings and final conceptual opinions of probable costs.

Task 6 – Additional Survey and Design at Sandusky Salvage & Design

We understand the Client would like to revise the Sandusky Bay Pathway alignment at the Sandusky Salvage & Design Property (2425 W Monroe St). In order to revise this alignment from the 30% schematic design plan set submitted December 17, 2019, additional survey is necessary

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and included in the below scope of services. We will adjust the proposed Sandusky Bay Pathway trail layout to the existing conditions between these buildings and further develop the design for 70% detailed design and 100% construction documents as outlined in the original agreement. This scope will be performed to local design standards, as described in the original Sandusky Bay Pathway design contract.

Topographic & Boundary Survey

We will perform additional topographic and boundary survey, as outlined in the agreement dated June 22, 2019, for Parcel #59-90074.000 currently owned by Norfolk Southern Railway Company. The limits of survey will be along the northside of the Sandusky Salvage & Design building (2425 W Monroe Street) directly north to the adjacent building and will extend from West Monroe Street to Sloane Street to tie this survey into the already performed topographic survey.

Railroad Property Acquisition Assistance

To facilitate the acquisition of Parcel #59-90074.000 currently owned by Norfolk Southern Railway Company (NS), we will prepare an exhibit and legal description to NS requirements and County standards.

Digital format will be provided upon completion of exhibit and legal description.

Environmental Design Group will prepare a lot split map and submit to the County for pre-approval. Upon that pre-approval, original legals and maps will be provided to NS for review. Corrections will be made as needed. Upon their acceptance, original documents will be provided for the City's creation of the deed for transfer.

The Client will be responsible to prepare easement documents for recording with our product as attachments. The Client will also be responsible for all submittals to review agencies, governing entities for recordation, and to pay all review and recording fees.

Realignment & Design Documents Revisions

Based on the 30% schematic design plan set, subsequent design refinements, and additional survey, Environmental Design Group will develop plans, enlargements, and typical cross-sections for this trail realignment.

Before developing 70% plans for this area, we will develop a preliminary layout utilizing the additional survey. We will submit this preliminary layout for review to the Client. The Environmental Design Group Design Team will conduct one (1) online preliminary plan meeting to review the aesthetic design elements. Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Based on the results of the preliminary plan review meeting, the Environmental Design Group Design Team will refine the preliminary layout plans to develop revised 70% plans as outlined in the original agreement.

Once the 70% plans have been reviewed and Client comments provided, we will incorporate the new 70% plans into the master Sandusky Bay Pathway design set and develop the 100% plans as outlined in the original agreement.

All assumptions and exclusions from the original referenced contract apply to this scope of services.

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City of Sandusky
Mr. Eric Wobser
October 25, 2021
Page 6

The above changes will be made for a lump sum fee of **\$85,856.00 for Task 5 – Additional Survey & Design at Water Street and \$57,786.00 for Task 6 – Additional Survey and Design at Sandusky Salvage & Design**. Therefore, the total contract amount will be adjusted from a lump sum of \$1,948,871.00 before authorization of "if authorized" tasks to a total lump sum of \$2,092,513.00 before authorization of "if authorized" tasks. All previously agreed-upon terms and conditions still apply.

If this change is satisfactory, you may authorize Environmental Design Group to proceed at once by signing both copies of this letter and returning one copy to Environmental Design Group. If there is a need for clarification, please contact Environmental Design Group at (330) 375-1390.

Sincerely,


Michelle L. Johnson
Director


Dwayne Groll, P.E.
President

ACCEPTED: City of Sandusky

By _____

Title _____

Date _____

EXHIBIT "1"