

ORDINANCE NO. 20-108

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH LJB INC. OF FAIRVIEW PARK, OHIO, FOR THE WARREN STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Warren Street was home to the former alignment of multiple sets of train tracks and is in very poor condition and in dire need of pavement reconstruction due to its structural damage and lack of drainage and most of the water line in this area was constructed in 1937 and the existing combination sewer was installed in 1908; and

WHEREAS, the Warren Street Reconstruction Project involves the reconstruction of Warren Street between Water Street and Market Street and between Washington Street and Monroe Street and includes the replacement of the waterline to allow better flow and water quality in the immediate and adjacent areas, along with the addition of a dedicated storm sewer for roadway drainage; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with LJB, Inc. of Fairview Park, Ohio, for the Warren Street Reconstruction Project by Ordinance No. 20-061, passed on March 23, 2020; and

WHEREAS, LJB, Inc. provided professional design services for preliminary engineering and design for the Warren Street Reconstruction Project; and

WHEREAS, this First Amendment provides for additional work including the following three (3) tasks: Encroachment License Agreements, Elm Street Realignment, and Manage Combined Sewer Cleaning Contract; and

WHEREAS, the original cost of the professional design services was \$299,122.00 and this Amendment will increase the cost by \$19,439.00 for a revised total cost of \$318,615.00 and the additional cost will be paid with Water Funds in the amount of \$6,479.66, Storm Water Funds in the amount of \$6,479.67, and the remaining balance of \$6,479.67 will be paid with Street 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 continue and complete the design and proceed with applying for grant funds with the Ohio Public Works Commission (OPWC) and plan for funding construction; 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 with LJB, Inc., of Fairview Park, Ohio, for Professional Design Services for the Warren Street Reconstruction Project, 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, at a revised amount **not to exceed** Three Hundred Eighteen Thousand Six Hundred Fifteen and 00/100 Dollars (\$318,615.00).

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: KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

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

This First Amendment to the Agreement for Professional Design Services (this “Agreement”), made as of _____, 2020, 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 LJB Inc., (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/engineering services for the following project (the “Project”):

Project Name: **Warren Street Reconstruction Project**

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

Architect/Engineer: Dennis C. Albrecht, Jr., P.E.
Contact: LJB Inc.
Address: 22710 Fairview Center Drive, Suite 200
Fairview Park, Ohio 44126

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on April 9, 2020, 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 Services Amendment executed on _____, between the City and LJB Inc., for a revised fee not to exceed \$318,561.00 (three hundred eighteen thousand five hundred sixty-one dollars).

Signature Page to Follow

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

LJB Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

APPROVAL:

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

Trevor Hayberger
Law Director



July 10, 2020

submitted via Email

Josh Snyder
Assistant City Engineer
City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

**Re: Warren Street Reconstruction Project
Request for Contract Modification #1**

Dear Mr. Snyder:

This proposed Contract Modification #1 is in response to emails and phone conversations with you regarding revisions to the scope of work as requested by Sandusky.

CONTRACT MODIFICATION #1 – SCOPE OF WORK

Task 1 – Encroachment License Agreements:

- Detailed field survey identified a total of 8 private properties that encroach into the public R/W.
- Original contract included 5 encroachments, and noted that more may be discovered during survey.
- 8 locations vs. 5 in original contract = 60% increase in task efforts (see attached proposal for original survey and attached estimate for Additional ELAs)
- Additional field survey time was necessary to capture encroachment parameters
- Additional office professional surveyor time was necessary to prepare encroachment agreements and legal descriptions
- O.R. Colan agreed to extend their original contract unit price of \$1,250 per basic Encroachment Agreement (see attached ORC original proposal for reference)

Task 2 – Elm Street Realignment

- City requested LJB perform design to realign Elm Street, creating a perpendicular tie-in with Warren Street and maintaining access to all private driveways
- Additional field survey required
- Additional design tasks required

Task 3 – Manage Combined Sewer Cleaning contract

- LJB performed research to identify local contractor
- LJB collaborated with Darr Sewer Cleaning and City of Sandusky personnel to identify scope of work and deliverables, quantify proposed fee, and provide continuous issue resolution during cleaning operations

Warren Street Reconstruction Project
Contract Modification Request #1
Page 2

SUMMARY

Current Contract Value: \$ 299,122.00

Requested Modification: \$ **19,439.00** **Contract Modification #1** (see attached Fee Estimate)

\$ 318,561.00 **Revised Contract Value** (requested)

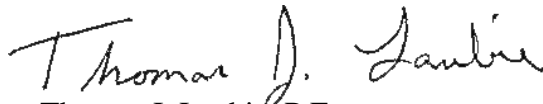
Please feel free to contact me with any questions you may have at 216-586-3752 or DAlbrecht@LJBinc.com.

Sincerely,

LJB Inc.



Dennis C. Albrecht, Jr., P.E.
Project Manager and Regional Office Manager



Thomas J. Laubie, P.E.
Chief Administrative Officer



**Warren Street Reconstruction, Contract Modification #1
FEE ESTIMATE**

7/10/2020

Task Description	PM	Traffic	Civil Engr.	Junior Eng.	Sr. Cadd Tech	Hrly Survey	Detailed R/W Survey	Sub-Consultant	Task Hrs	Task Cost
Hourly Rate (fully burdened rates approved in original contract)	\$210	\$165	\$135	\$115	\$100	\$130				
1. Encroachment Agreements							LJB GSD	ORC		
3 additional Agreements (8 total vs. 5 in original contract = 60% increase)	3								3	\$ 630.00
Subtotal	3	0	0	0	0	0	\$7,414.00	\$3,750.00	3	\$ 11,794.00
2. Elm St. Realignment										
a. Field Survey						10			10	\$ 1,300.00
b. Basemap update with new field data					4				4	\$ 400.00
c. Drainage analysis and Design	1			4					5	\$ 670.00
d. Roadway Design	2		4	4					10	\$ 1,420.00
e. Plan and Profile Sheets (2) @ 4 hrs per sheet	1		8						9	\$ 1,290.00
f. Intersection detail			1	3					4	\$ 480.00
g. Curb Ramp Details				2					2	\$ 230.00
h. Drive detail sheet (1) with profile	1		1	4					6	\$ 805.00
Subtotal	5	0	14	17	4	10	\$0.00	\$0.00	50	\$ 6,595.00
3. Combined Sewer Cleaning Management										
a. Management, Collaboration, and Issue Resolution activities	5								5	\$ 1,050.00
Subtotal	5	0	0	0	0	0	\$0.00	\$0.00	5	\$ 1,050.00
Total Hours	13	0	14	17	4	10			58	
Subtotal Labor Cost	\$2,730	\$0	\$1,890	\$1,955	\$400	\$1,300			\$	8,275.00
Sub-Consultant Fees							\$7,414.00	\$3,750.00	\$	11,164.00
GRAND TOTAL									\$	19,439.00