



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
DECEMBER 11, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION

D. Waddington

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

**N. Twine, D. Brady, W. Poole, D. Murray, G. Lockhart, N. Lloyd & D. Waddington
November 27, 2017**

APPROVAL OF MINUTES

AUDIENCE PARTICIPATION

PRESENTATIONS

Dennis Claxton, Past Master – Masonic Science Lodge #50

Presentation to City of Sandusky

Alex Pexta, City Architecture & Bonnie Teeuwen, Osborn Engineering

Shoreline Drive Engineering and Design

Michelle Johnson, Environmental Design Group

The Landing project

COMMUNICATIONS

CURRENT BUSINESS

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Amanda McClain, Housing Manager

APPROVAL TO ACCEPT NINE PARCELS FOR LAND BANK PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$1,134 to pay for the title exams and transfer fees. The city will not collect the \$3,713.27 owed to the city in special assessments, nor will the taxing districts collect the \$23,940.20 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$7,530.72 per year.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA

SECOND READING

1. Submitted by Arielle Blanca, Community Development Manager

CDBG FY 2017 SUBSTANTIAL AMENDMENT

Budgetary Information: There are no funds required to implement this amendment as all funds are currently allocated to the city through the existing and past CDBG grants.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a substantial amendment to the city's FY 2017 one-year Action Plan for the Community Development Block Grant program year of July 1, 2017 through June 30, 2018, and authorizing and directing the City Manager to submit the amended Action Plan to the United States Department of Housing and Urban Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

2. Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH OSBORN ENGINEERING FOR SHORELINE DRIVE RECONSTRUCTION PROJECT

Budgetary Information: The total cost will initially be paid with capital funds. However, sewer and water fund dollars will be transferred to cover those costs. In addition, the city intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The not to exceed cost for professional design services is \$436,320 and will be split as follows:

Capital fund (Street)	\$50,000.00
Sewer fund	\$74,013.00
Water fund	\$22,403.00
Capital fund (TIF proceeds)	<u>\$289,904.00</u>
TOTAL	\$436,320.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Shoreline Drive rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

3. Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH OSBORN ENGINEERING FOR THE JACKSON STREET PIER PROJECT

Budgetary Information: The total cost will initially be paid with capital funds. However, CDBG FY 2017 sewer and water fund dollars will be transferred to cover associated costs. In addition, the city intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The not to exceed cost for professional design services is \$333,800. This will be split as follows:

CDBG FY 2017	\$153,800.00
Sewer fund	\$21,924.00
Water fund	\$1,428.00
Capital fund (TIF proceeds)	\$156,648.00
TOTAL	\$333,800.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Jackson Street Pier rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

4. Submitted by Jane Cullen, Project Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH DLZ OHIO, INC. FOR WEST SIDE UTILITY AND CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$601,133 with \$303,009 to be paid with sewer funds, \$248,124 to be paid with water funds and \$50,000 with capital projects funds (Issue 8). After construction estimates are complete, the city will seek loan opportunities through the Ohio Water Development Authority that would include reimbursement of pertinent items during design, if possible.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with DLZ Ohio, Inc., of Cleveland, Ohio, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

5. Submitted by Jane Cullen, Project Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH ARCADIS U.S., INC. FOR CEDAR POINT WATER MAIN IMPROVEMENTS PROJECTS

Budgetary Information: The not to exceed cost for professional design services is \$82,000 to be paid with water funds. The design costs are split between the First Street area cost of \$27,000 and the high bridge cost of \$55,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Arcadis U.S., Inc. of Toledo, Ohio, for the Cedar Point water main improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

6. Submitted by Jane Cullen, Project Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH JONES & HENRY ENGINEERS, LTD. FOR PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$218,000 to be paid with sewer funds. The design costs of \$198,000 are split equally between the Pier Track pump station and the Farwell pump station. The remaining \$20,000 fee is also split equally between the two pump stations for the completion of a facility plan requirement of the Water Pollution Control Loan Fund (WPCLF) loan application. City staff reviewed with Jones & Henry, Ltd. the merits of applying for an Ohio Water Development Authority (OWDA) loan versus a WPCLF loan. The zero percent WPCLF loan is estimated to result in an interest cost savings over the life of the loan of about one million dollars compared to an OWDA loan at the current market rate. In addition to this WPCLF loan, the city will seek appropriate reimbursement from Erie County as per the terms of the existing sewer services agreement and associated amendments.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the pier track pump station and Farwell pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

7. Submitted by Jane Cullen, Project Engineer

SECOND REBID OF WEST MARKET STREET SEWER REPLACEMENT PROJECT

Budgetary Information: The revised estimated cost of the total project including engineering, inspection, advertising and miscellaneous expenses is \$81,537.50, which will be paid with sewer funds.

RESOLUTION NO. _____: It is requested a resolution be passed repealing Resolution #049-17R and declaring the necessity for the City of Sandusky, Ohio, to proceed with the proposed West Market Street sewer replacement project; approving the revised specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

8. Submitted by Aaron Klein, Director of Public Works

AUTHORIZATION TO SUBMIT GRANT APPLICATION WITH ODOT FOR SAFETY IMPROVEMENTS ALONG HEALTHY HAYES CORRIDOR

Budgetary Information: The cost for the consultant to complete the application is \$1,600 and there is no cost to accept funds. Furthermore, since ODOT will contribute one hundred percent of the project costs, there will be no anticipated budgetary impact for the project, although it would still be brought to this commission for approval prior to design and construction.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement program for safety related improvements on Hayes Avenue; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION

Open discussion on any item (5-minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband Channel 76

Monday, December 11 at 8:30 a.m.

Tuesday, December 12 at 5 p.m.

Monday, December 18 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWtQ



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: November 28, 2017

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval to accept nine (9) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The nine (9) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by a quorum of the Land Bank Committee on November 20, 2017.

Six (6) parcels are currently in delinquent tax foreclosure and have vacant structures on them of which one (1), located at 1206 E. Parish Street, is condemned and will require demolition. The structure located at 626 Perry Street is a vacant, one story single family residential structure that has 990 sq. ft. of living space with two (2) bedrooms and one (1) bath. The structure located at 522 Reese Street is a vacant, one story single family residential structure that has 920

sq. ft. of living space with three (3) bedrooms and one (1) bath. The structure located at 2246 Pipe Street is a vacant, one story single family residential structure that has 864 sq. ft. of living space with two (2) bedrooms and one (1) bath. The structure located at 718 Ogontz Street is a vacant, one story single family residential structure that has 1,221 sq. ft. of living space with two (2) bedrooms and one (1) bath. The structure located at 1032 Wayne Street is a vacant, one story single family structure that has 1,216 of living space with two (2) bedrooms and one (1) bath. Upon acquisition, the five (5) structures will be evaluated for rehabilitation.

Three (3) parcels are vacant lots that are currently in delinquent tax foreclosure. The City demolished a structure at 729 Warren Street leaving a vacant lot that is 50' X 124'. It adjoins two (2) vacant lots to the south that are currently in the Land Bank inventory. The City demolished a structure located at 1402 Central Avenue leaving a vacant lot that is 48' X 68'. The City demolished a structure at 3709 Linden Street leaving a vacant lot that is 42' X 105'. All of the parcels except 1402 Central Avenue are buildable and will be marketed for future development. The property located at 1402 Central Avenue will be eligible for the Mow to Own Program.

The Land Bank Committee has determined that the acquisition of the nine (9) parcels is necessary to protect, improve, and preserve the stability of the neighborhood they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately one thousand one hundred and thirty four dollars (\$1,134.00) to pay for the title exams and transfer fees. The City will not collect the three thousand seven hundred thirteen dollars and twenty seven cents (\$3,713.27) owed to the City in special assessments, nor will the taxing districts collect the twenty three thousand nine hundred forty dollars and twenty cents (\$23,940.20) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately seven thousand five hundred thirty dollars and seventy two cents (\$7,530.72) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire nine (9) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

Erie County, Ohio - Property Record Card

Parcel: 57-01928.000 Card: 1

GENERAL PARCEL INFORMATION

Owner HARPEL ROGER B
 Property Address 729 WARREN SANDUSKY OH 44870
 Mailing Address PO BOX 2456

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 53 WARREN ST S 1/2 E OF RR N 16.5' OF LOT 55
 Neighborhood 5755751 -
 School District SANDUSKY SD

MAP NUMBER: 5

VALUATION

	Appraised	Assessed
Land Value	\$11,830.00	\$4,140.00
Improvements Value	\$42,650.00	\$14,930.00
CAUV Value	\$0.00	\$0.00
Total Value	\$54,480.00	\$19,070.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1423	124	50	91	\$11,830.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
1/1/1987	HARPEL ROGER B	Unknown	\$0

Erie County, Ohio - Property Record Card

Parcel: 58-00844.000 Card: 1

GENERAL PARCEL INFORMATION

Owner GORDON BRENDA
 Property Address 1402 CENTRAL SANDUSKY OH 44870
 Mailing Address 2009 THIRD ST
 Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 154 CENTRAL AVENUE W 44' 152 WEST 48.38'
 Neighborhood 5855816 -
 School District SANDUSKY SD

MAP NUMBER: 6

VALUATION

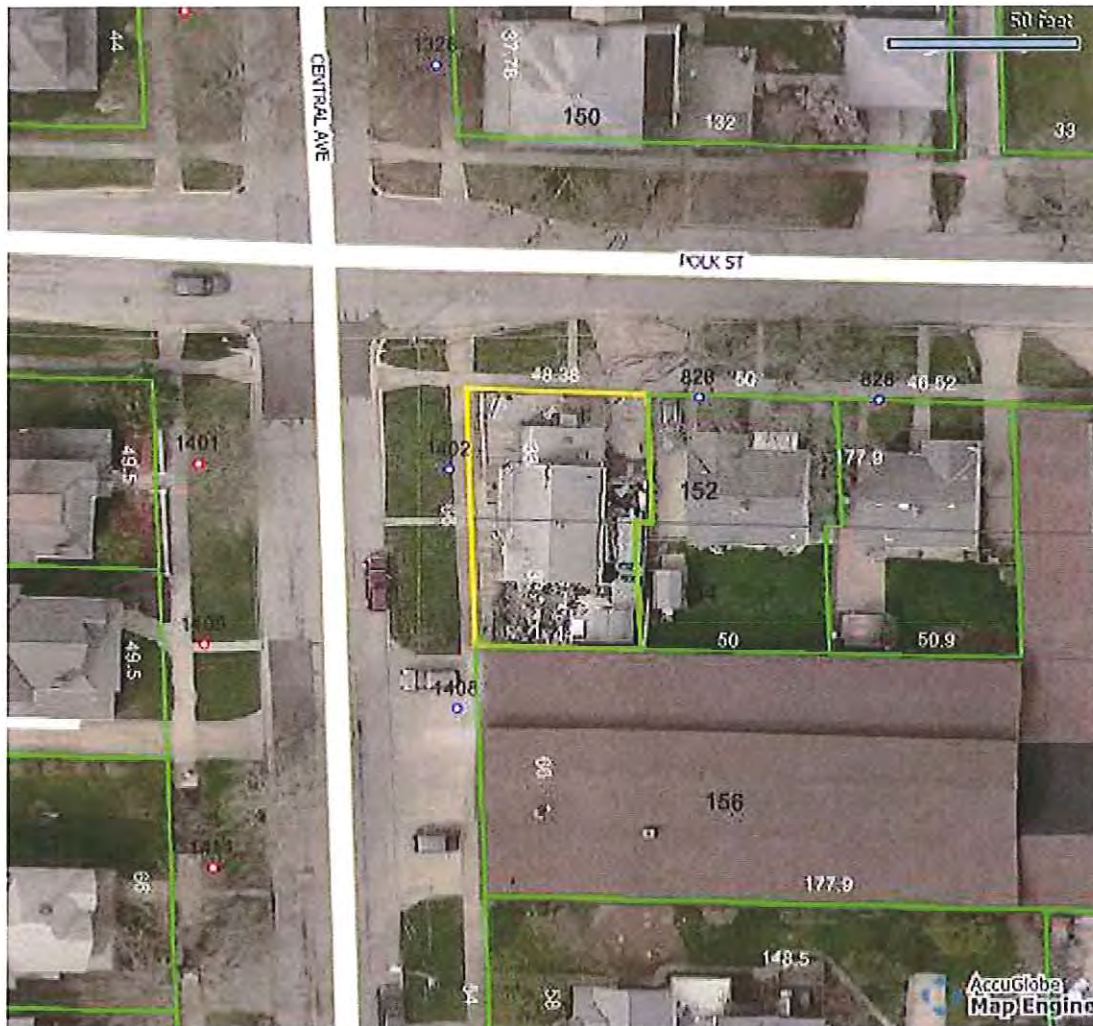
	Appraised	Assessed
Land Value	\$6,910.00	\$2,420.00
Improvements Value	\$45,110.00	\$15,790.00
CAUV Value	\$0.00	\$0.00
Total Value	\$52,020.00	\$18,210.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0727	66	48	67	\$6,910.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
4/24/2014	GORDON BRENDA	GIBBS RAYMOND & ALICE	\$6,000
1/1/1987	GIBBS RAYMOND & ALICE	Unknown	\$0

Erie County, Ohio - Property Record Card

Parcel: 60-00187.000 Card: 1

GENERAL PARCEL INFORMATION

Owner JACKSON STARLIN
 Property Address 3709 LINDEN SANDUSKY OH 44870
 Mailing Address 1819 CAMP STREET
 Land Use 500 - RESIDENTIAL VACANT LAND
 Legal Description 58, 59, 60 SAGAMORE STREET E 42.5 X 105' .103A
 Neighborhood 6056022 -
 School District SANDUSKY SD

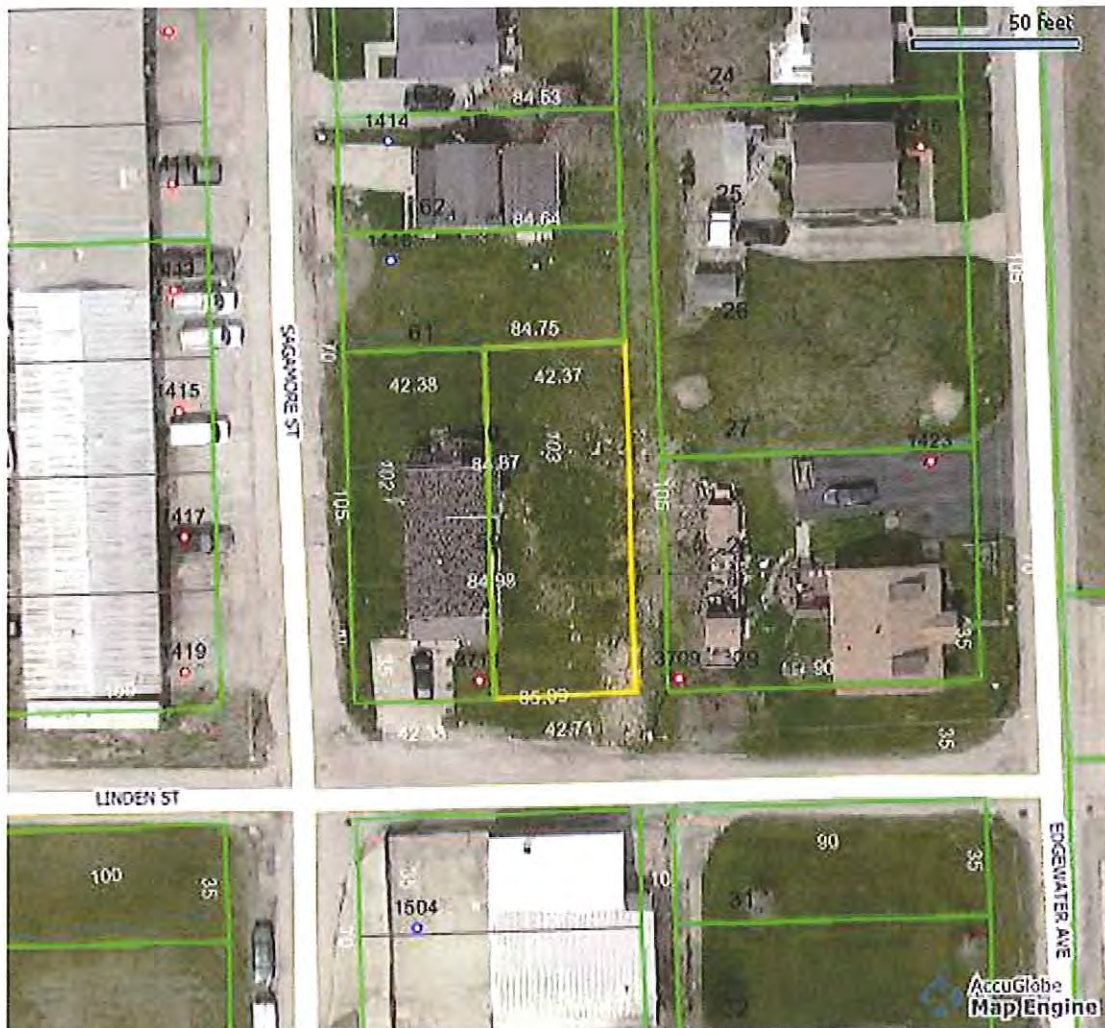
MAP NUMBER: 31

VALUATION

	Appraised	Assessed
Land Value	\$9,060.00	\$3,170.00
Improvements Value	\$20,200.00	\$7,070.00
CAUV Value	\$0.00	\$0.00
Total Value	\$29,260.00	\$10,240.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1012	105	42	83	\$9,060.00



Erie County, Ohio - Property Record Card

Parcel: 57-00655.000 Card: 1

GENERAL PARCEL INFORMATION

Owner CAFFEY JOHN P
Property Address 1206 PARISH SANDUSKY OH 44870
Mailing Address 1325 E PARISH ST

Land Use 510 - SINGLE FAMILY RESIDENCE
Legal Description 1112 PARISH ST WH 40'X126'

Neighborhood 5755729 -
School District SANDUSKY SD

MAP NUMBER: 47

VALUATION

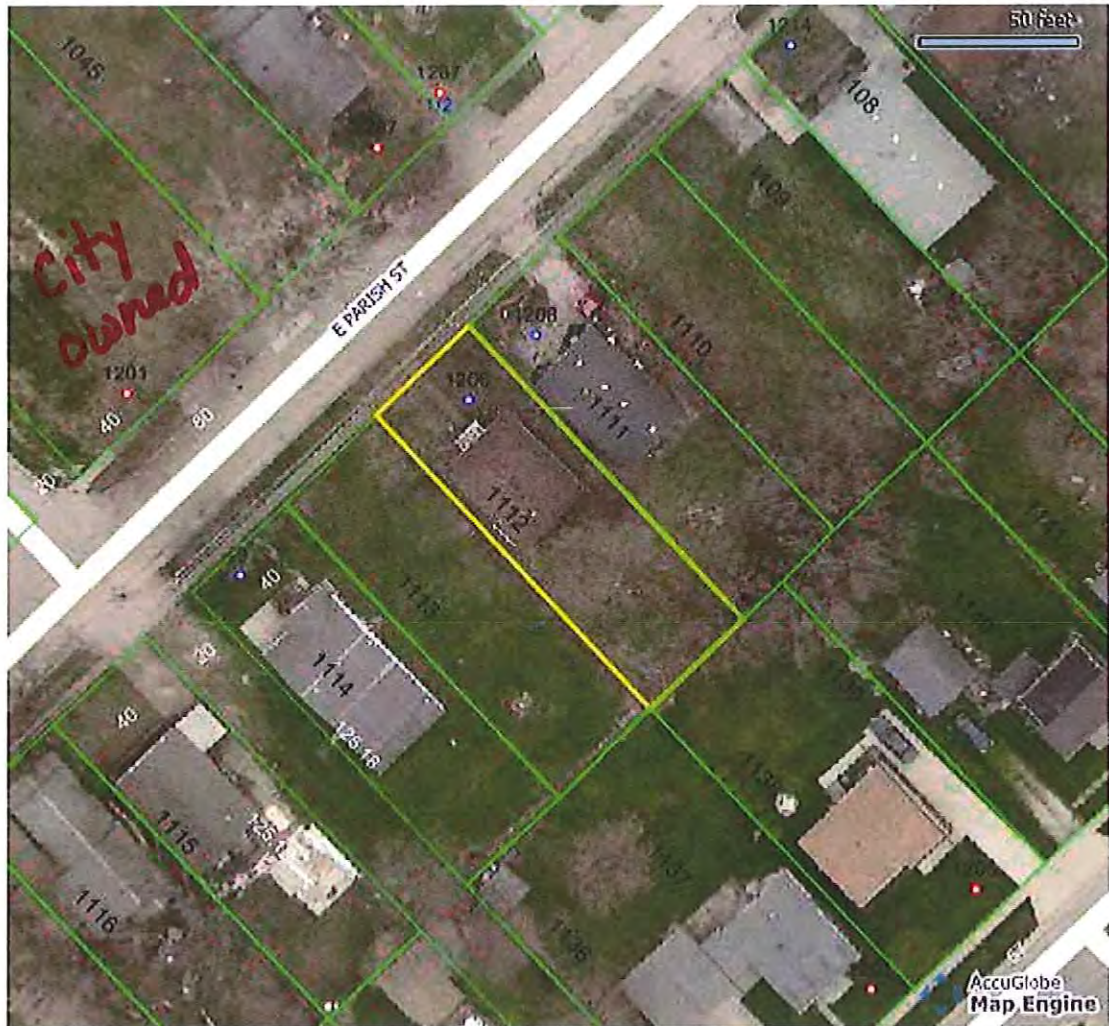
	Appraised	Assessed
Land Value	\$9,260.00	\$3,240.00
Improvements Value	\$18,030.00	\$6,310.00
CAUV Value	\$0.00	\$0.00
Total Value	\$27,290.00	\$9,550.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1102	120	40	89	\$9,260.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
2/29/2012	CAFFEY JOHN P	CAFFEY JOHN P &	\$0
2/29/2012	CAFFEY JOHN P &	CAFFEY JOHN P &	\$0
1/1/1987	CAFFEY JOHN P &	Unknown	\$0

RESIDENTIAL

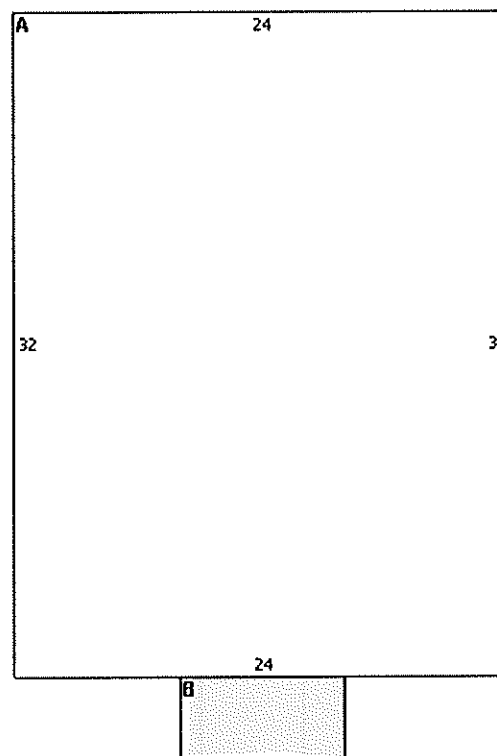
Building Style	SINGLE FAMILY
Year Built	1964
Stories	1
Finished Area	768
First Floor Area	768
Half Floor Area	0
Upper Floor Area	0
Rooms	4
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	FULL CRAWL
Finished Basement Area	0
Heating	NO HEATING
Cooling	NONE
Exterior Wall	CONCRETE BLOCK
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
COVER - Cover / Canopy	32	0	\$200.00
STP - Stoop	32	0	\$200.00

Scale: 5ft

A	1 s CnBl 768 sqft
B	COVER 32 sqft
C	STP 32 sqft



IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$481.87	\$481.87	
Credit:	(\$181.51)	(\$181.51)	
Rollback:	(\$26.06)	(\$26.06)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$274.30	\$274.30	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$444.05	\$18.00	
Penalties/Adjustments:	\$27.43	\$0.00	
Delinquencies:	\$2,696.12		
Net Owed:	\$745.78	\$292.30	\$3,734.20
Net Paid:	\$0.00	(\$483.52)	(\$483.52)
Net Due:	\$745.78	(\$191.22)	\$3,250.68



1206 E. Parish

Erie County, Ohio - Property Record Card

Parcel: 56-00398.000 Card: 1

GENERAL PARCEL INFORMATION

Owner HENDROCK MARTHA ANN
 Property Address 626 PERRY SANDUSKY OH 44870
 Mailing Address 626 PERRY ST
 Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 54 PERRY ST N 40' OF W 1/2 40'X99'
 Neighborhood 5655607 -
 School District SANDUSKY SD

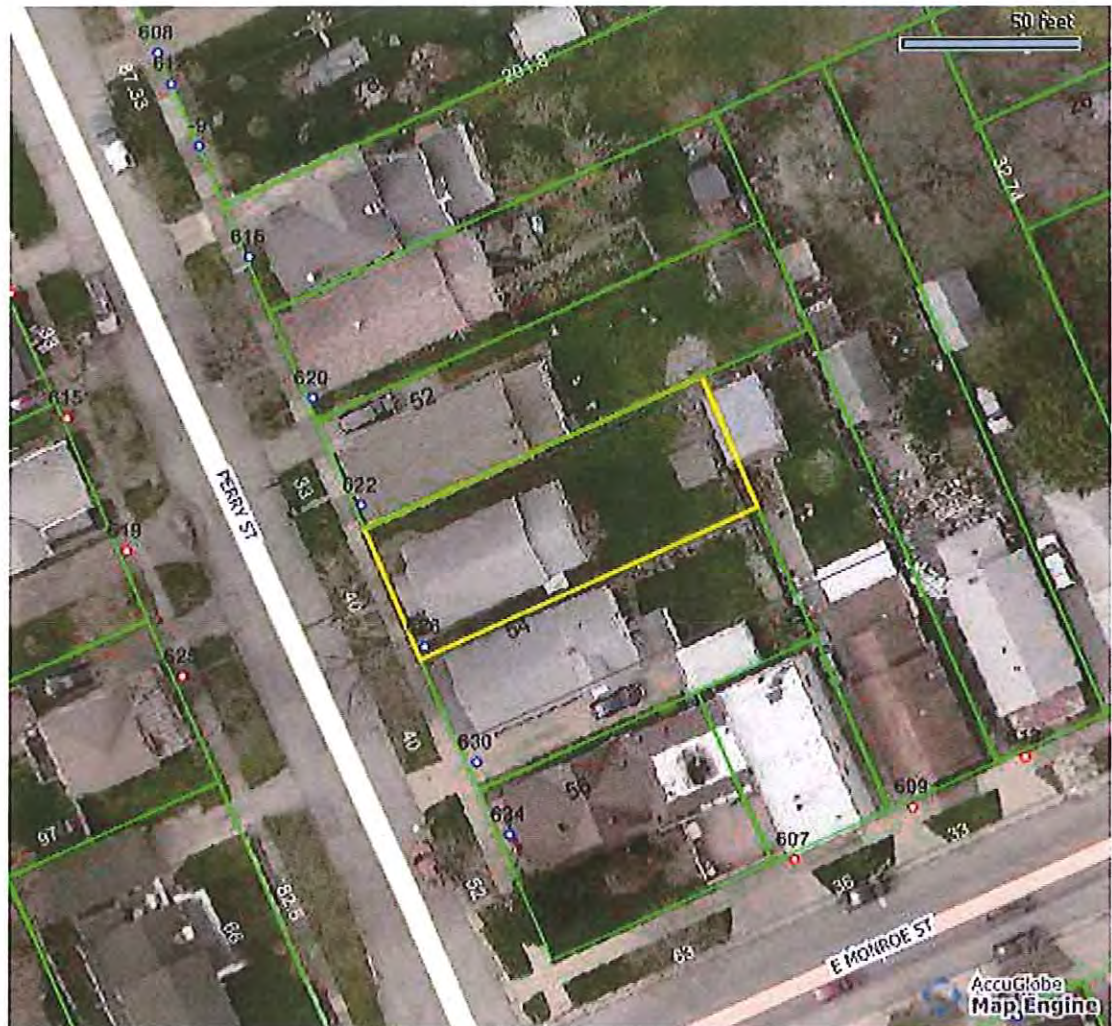
MAP NUMBER: 15

VALUATION

	Appraised	Assessed
Land Value	\$8,010.00	\$2,800.00
Improvements Value	\$36,930.00	\$12,930.00
CAUV Value	\$0.00	\$0.00
Total Value	\$44,940.00	\$15,730.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0826	90	40	77	\$8,010.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
11/18/2010	HENDROCK MARTHA ANN	WALLACE PORTER M &	\$0
4/1/1994	WALLACE PORTER M &	0	\$32,000

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1940
Stories	1
Finished Area	990
First Floor Area	990
Half Floor Area	0
Upper Floor Area	0
Rooms	6
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	NONE
Finished Basement Area	0
Heating	HW/STEAM
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
STP - Stoop	24	0	\$200.00
COVER - Cover / Canopy	24	0	\$200.00
OFP - Open Fr Porch	60	0	\$350.00

IMPROVEMENTS

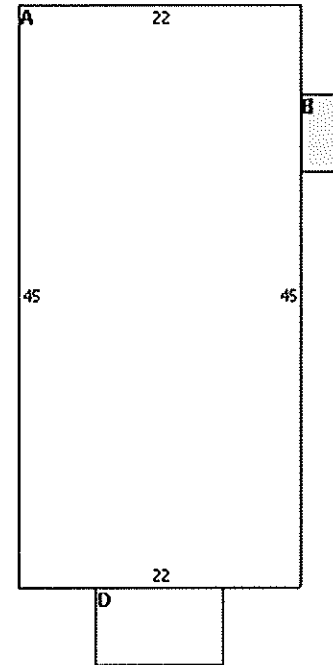
Description	Year Built	Dimension	Area	Value
Shed - SHED	2008	10x8	80	\$690.00

TAX

	1st Half	2nd Half	Total
Charge:	\$793.70	\$793.70	
Credit:	(\$298.96)	(\$298.96)	
Rollback:	(\$42.93)	(\$42.93)	
Reduction:	(\$10.56)	(\$10.56)	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$441.25	\$441.25	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$44.13	\$177.76	
Delinquencies:	\$3,190.72		
Net Owed:	\$485.38	\$619.01	\$4,295.11
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$485.38	\$619.01	\$4,295.11

Scale: 1/2" = 5ft

A	A/1 s Fr
	990 sqft
B	COVER
	24 sqft
C	STP
	24 sqft
D	OFP
	60 sqft
E	O1





06/14/2016 10:25

626 Perry

Erie County, Ohio - Property Record Card

Parcel: 57-02565.000 Card: 1

GENERAL PARCEL INFORMATION

Owner SIMS HARRY J
 Property Address 522 REESE SANDUSKY OH 44870
 Mailing Address 309 BELLEVUE AVE

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 69 PERRY STREET E 46' OF W 86'

Neighborhood 5755751 -
 School District SANDUSKY SD

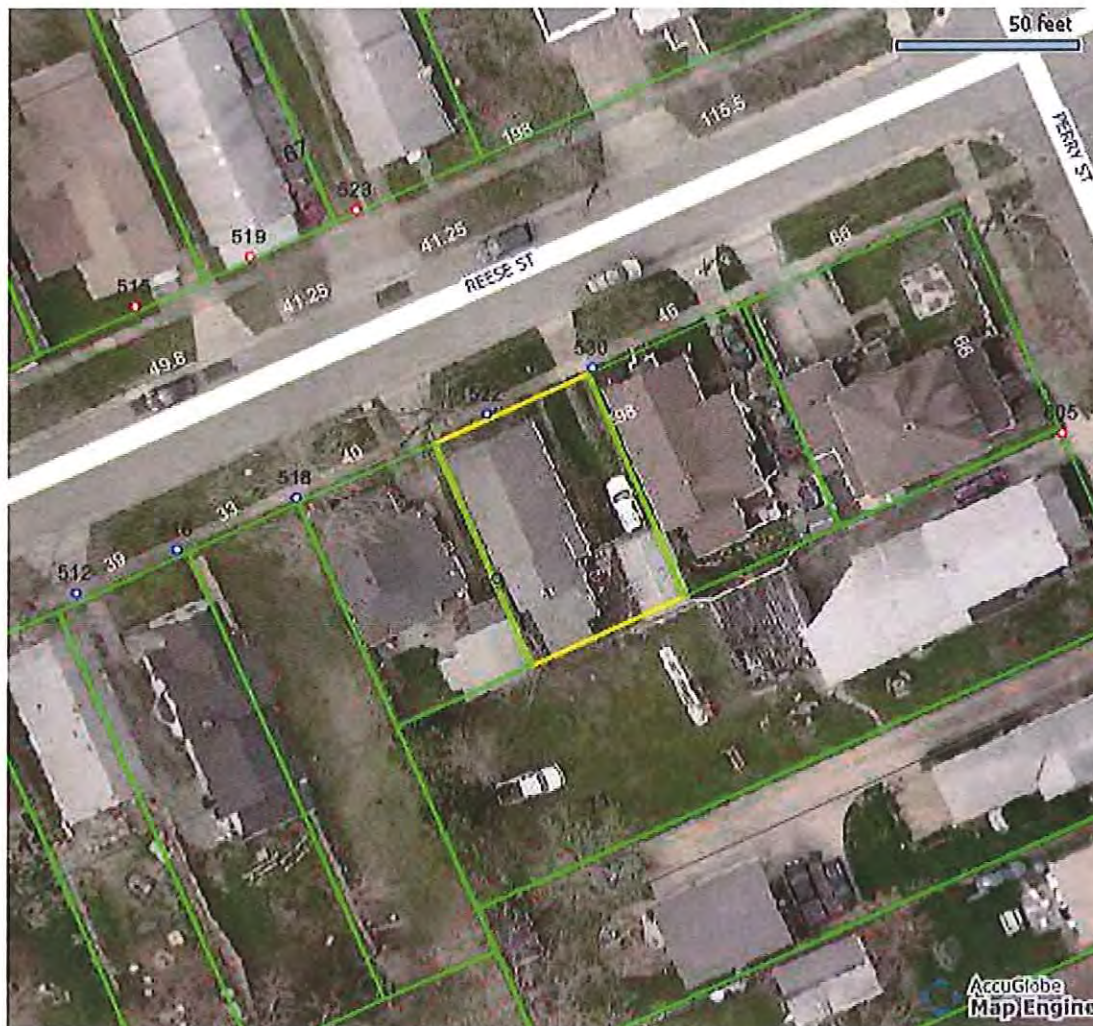
MAP NUMBER: 5

VALUATION

	Appraised	Assessed
Land Value	\$8,010.00	\$2,800.00
Improvements Value	\$31,090.00	\$10,880.00
CAUV Value	\$0.00	\$0.00
Total Value	\$39,100.00	\$13,680.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0697	66	46	67	\$8,010.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
1/1/1987	SIMS HARRY J	Unknown	\$0

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1925
Stories	1
Finished Area	920
First Floor Area	920
Half Floor Area	0
Upper Floor Area	0
Rooms	5
Bedrooms	3
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	PT BASEMENT
Finished Basement Area	0
Heating	HW/STEAM
Cooling	NONE
Exterior Wall	WOOD
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

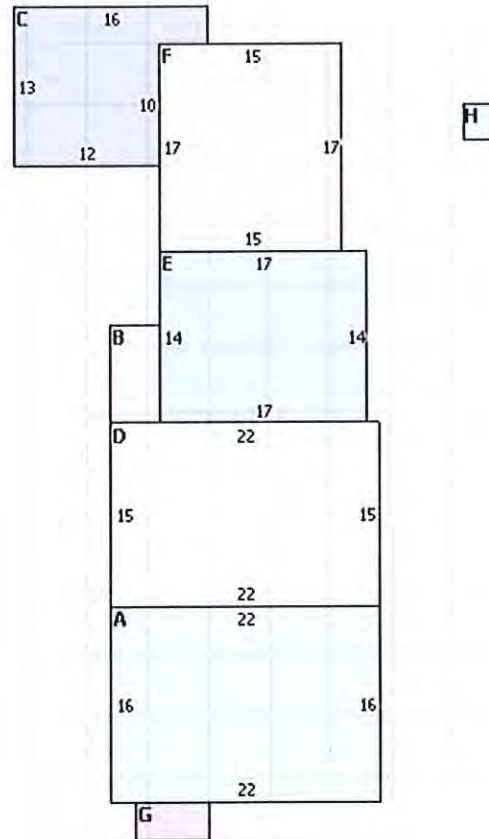
Description	Area	Year Built	Value
OFP - Open Fr Porch	32	0	\$350.00
P - Patio (Atch)	168	0	\$390.00
EFP - Enclosed Fr Porch	255	0	\$5,500.00
STP - Stoop	18	0	\$200.00

IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
Detch Fr Garage -	1925	0x0	0	\$500.00

TAX

	1st Half	2nd Half	Total
Charge:	\$690.26	\$690.26	
Credit:	(\$260.00)	(\$260.00)	
Rollback:	(\$37.33)	(\$37.33)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$392.93	\$392.93	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$78.21	\$86.03	
Penalties/Adjustments:	\$39.29	\$160.05	
Delinquencies:	\$3,018.38		
Net Owed:	\$510.43	\$639.01	\$4,167.82
Net Paid:	\$0.00	\$0.00	(\$110.71)
Net Due:	\$510.43	\$639.01	\$4,057.11



Scale: 5ft

A	A/1 s Fr	352 sqft
B	OFP	32 sqft
C	P	168 sqft
D	A/1 s Fr/B	330 sqft
E	1 s Fr	238 sqft
F	EFP	255 sqft
G	STP	18 sqft
H	O1	



10/03/2016

522 Reese

Erie County, Ohio - Property Record Card

Parcel: 57-00173.000 Card: 1

GENERAL PARCEL INFORMATION

Owner BANGO DELLA MAE
 Property Address 2246 PIPE SANDUSKY OH 44870
 Mailing Address 6025 COUNTY ROAD 285

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description OL 34 SUB L 7 .5291A

Neighborhood 5755723 -
 School District SANDUSKY SD

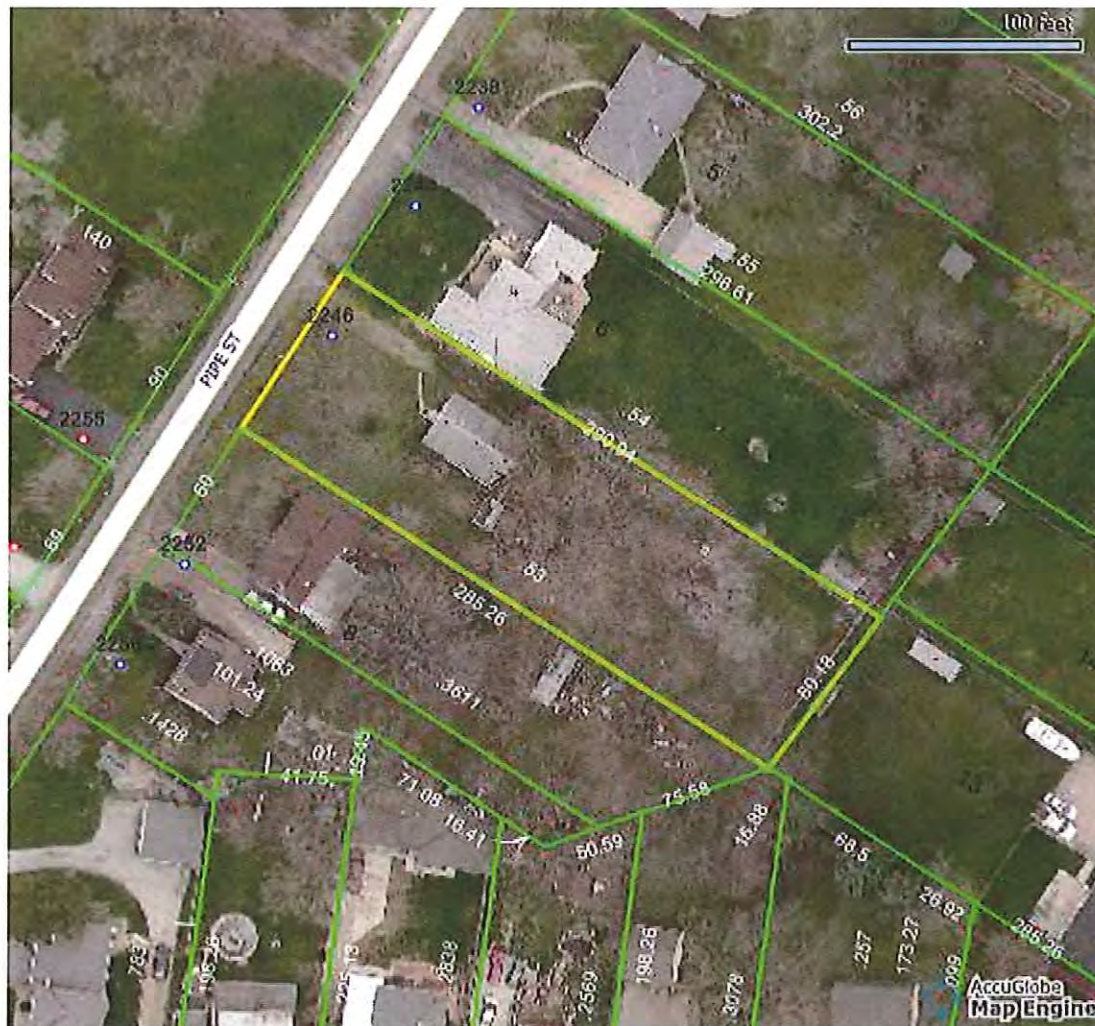
MAP NUMBER: 51

VALUATION

	Appraised	Assessed
Land Value	\$33,040.00	\$11,560.00
Improvements Value	\$41,570.00	\$14,550.00
CAUV Value	\$0.00	\$0.00
Total Value	\$74,610.00	\$26,110.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.4922	268	80	118	\$33,040.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

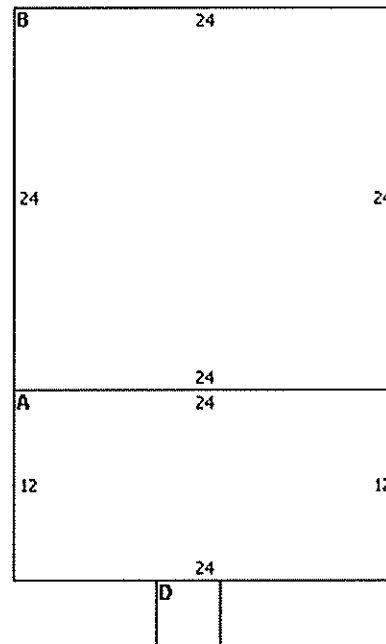
Date	Buyer	Seller	Price
1/1/1987	BANGO DELLA MAE	Unknown	\$0

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1950
Stories	1
Finished Area	864
First Floor Area	864
Half Floor Area	0
Upper Floor Area	0
Rooms	4
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	NONE
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	NONE
Exterior Wall	50% FRAME - 50% BRICK
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
COVER - Cover / Canopy	16	0	\$200.00
STP - Stoop	16	0	\$200.00



Scale: 5ft

A	1 s Br
	288 sqft
B	A/1 s CnBl
	576 sqft
C	STP
	16 sqft
D	COVER
	16 sqft
E	O1
F	O2

IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
Shed - SHED	1970	12x8	96	\$390.00
Shed - SHED	1970	10x10	100	\$50.00

TAX

	1st Half	2nd Half	Total
Charge:	\$1,317.45	\$1,317.45	
Credit:	(\$496.24)	(\$496.24)	
Rollback:	(\$71.26)	(\$71.26)	
Reduction:	(\$17.71)	(\$17.71)	
Homestead:	(\$245.35)	(\$245.35)	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$486.89	\$486.89	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$48.69	\$97.38	
Delinquencies:	\$1,696.91		
Net Owed:	\$535.58	\$584.27	\$2,816.76
Net Paid:	(\$48.69)	\$0.00	(\$270.00)
Net Due:	\$486.89	\$584.27	\$2,546.76



10.16.2017 13:07

2246 Pipe

Parcel: 57-04464.000 Card: 1

Owner	PROUDFOOT RICHARD J & ELIZABETH N
Property Address	718 OGONTZ SANDUSKY OH 44870
Mailing Address	718 OGONTZ ST

Neighborhood 5755753 -
School District SANDUSKY SD

MAP NUMBER: 2

	Appraised	Assessed
Land Value	\$8,710.00	\$3,050.00
Improvements Value	\$35,540.00	\$12,440.00
CAUV Value	\$0.00	\$0.00
Total Value	\$44,250.00	\$15,490.00

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0758	66	50	67	\$8,710.00

Land Type	Land Usage	Soil Type	Acres	Value
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Date	Buyer	Seller	Price
1/1/1987	PROUDFOOT RICHARD J &	Unknown	\$0



RESIDENTIAL

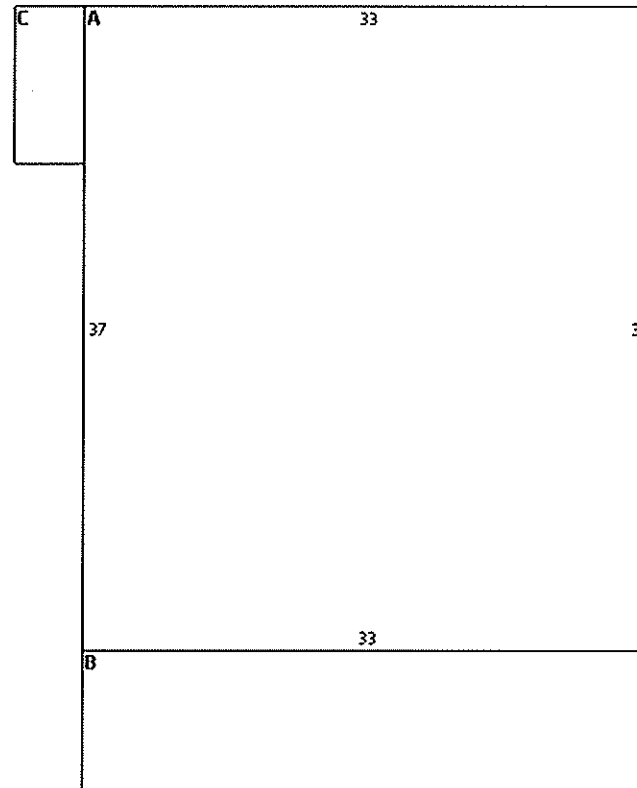
Building Style	SINGLE FAMILY
Year Built	1910
Stories	1
Finished Area	1221
First Floor Area	1221
Half Floor Area	0
Upper Floor Area	0
Rooms	7
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	FULL BASEMENT
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
BENT - Basement Entry	36	0	\$650.00
OBP - Open Br Porch	264	0	\$4,400.00

Scale: 5ft

A 1 s Fr/D
1221 sqft
B OBP
264 sqft
C BENT
36 sqft



IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$781.59	\$781.59	
Credit:	(\$294.40)	(\$294.40)	
Rollback:	(\$42.27)	(\$42.27)	
Reduction:	(\$10.57)	(\$10.57)	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$434.35	\$434.35	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$824.67	\$82.47	
Penalties/Adjustments:	\$43.44	\$143.58	
Delinquencies:	\$1,963.47		
Net Owed:	\$1,302.46	\$660.40	\$3,926.33
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$1,302.46	\$660.40	\$3,926.33



08/09/2017

718 Ogontz

Erie County, Ohio - Property Record Card

Parcel: 57-04560.000 Card: 1

GENERAL PARCEL INFORMATION

Owner WOLFE LAURA L
Property Address 1032 WAYNE SANDUSKY OH 44870
Mailing Address 1219 E PERKINS AVE APT C1

Land Use 510 - SINGLE FAMILY RESIDENCE
Legal Description 81 WAYNE ST N 1/2 OF W 2/3

Neighborhood 5755750 -
School District SANDUSKY SD

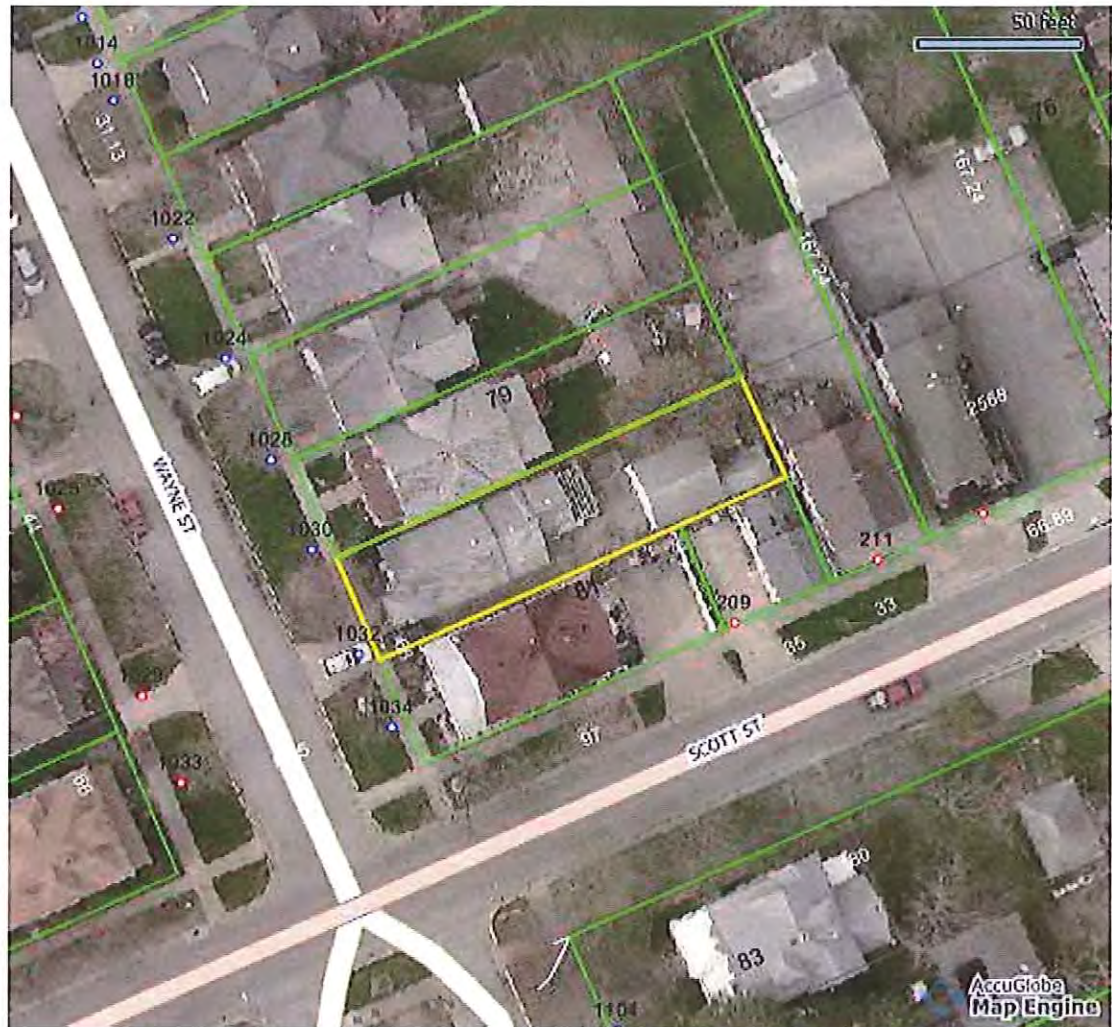
MAP NUMBER: 10

VALUATION

	Appraised	Assessed
Land Value	\$8,070.00	\$2,820.00
Improvements Value	\$55,740.00	\$19,510.00
CAUV Value	\$0.00	\$0.00
Total Value	\$63,810.00	\$22,330.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1	132	33	94	\$8,070.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
12/20/2005	WOLFE LAURA L	DAVIS ANN M & LAURA L	\$34,000
7/3/2000	DAVIS ANN M & LAURA L	WOLFE MARLENE R	\$48,000
7/3/2000	WOLFE MARLENE R	SMITH RUTH V	\$0
11/12/1999	SMITH RUTH V	SMITH RICHARD E & RUTH	\$0

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1930
Stories	1
Finished Area	1216
First Floor Area	1216
Half Floor Area	0
Upper Floor Area	0
Rooms	7
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	PT BASEMENT
Finished Basement Area	0
Heating	HEAT PUMP
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
OFP - Open Fr Porch	35	0	\$350.00
EFPP - Enclosed Fr Porch	120	0	\$2,750.00
P - Patio (Attch)	180	0	\$390.00



Scale: 1/4" = 1' - 0"

A	EFPP	120 sqft
B	OFP	35 sqft
C	A/1 s Fr/1/4 B	1012 sqft
D	1 s Fr	204 sqft
E	P	180 sqft
F	O1	
G	O2	
H	O3	

IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
Shed - SHED	1980	14x10	140	\$840.00
Detch Fr Garage -	1976	22x20	440	\$4,440.00
Shed - SHED	1976	10x10	100	\$570.00

TAX

	1st Half	2nd Half	Total
Charge:	\$1,126.72	\$1,126.72	
Credit:	(\$424.40)	(\$424.40)	
Rollback:	(\$60.94)	(\$60.94)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$641.38	\$641.38	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$64.14	\$192.73	
Delinquencies:	\$2,354.13		
Net Owed:	\$705.52	\$834.11	\$3,893.76
Net Paid:	\$0.00	\$0.00	(\$177.63)
Net Due:	\$705.52	\$834.11	\$3,716.13



02/06/2017 12:10

1032 Wayne

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, it is requested that the City accept nine (9) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

WHEREAS, upon City Commission approval, five (5) of the six (6) parcels that are vacant with structures and located at 626 Perry Street, 522 Reese Street, 2246 Pipe Street, 718 Ogontz Street, and 1032 Wayne Street will be evaluated for rehabilitation and the other vacant parcel with a structure located at 1206 E. Parish Street will be demolished; and

WHEREAS, upon City Commission approval, two (2) of the three (3) vacant lots which are buildable and located at 729 Warren Street and 3709 Linden Street will be marketed for future development and the other vacant parcel which is unbuildable and located at 1402 Central Avenue will be eligible for the Mow to Own Program; and

WHEREAS, these eleven (11) parcels of land requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by the Land Bank Committee on November 20, 2017; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost for these acquisitions will be approximately \$1,134.00, which includes title exams, and transfer fees, and will be recouped by the City upon sale of the properties; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; 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 Community Development, 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program nine (9) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

Section 3. If any section, phrase, sentence, or portion of this Resolution 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 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution 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 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take

PAGE 3 - RESOLUTION NO. _____

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.

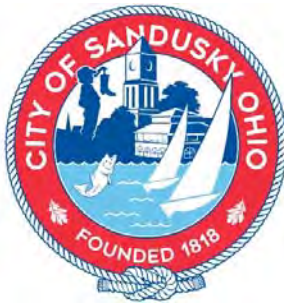
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-01928.000 Proposed Use: 2017CV0273	729 Warren	Roger Harpel	3,154.99	0.00	729.44	3,884.43	578.82
This is a vacant residential tax delinquent lot in an area of the City zoned Two Family Residential (R2F) with a lot size of 50' X 124'. Two vacant lots to the south are currently in the Land Bank. The City demolished a single family residential structure on this lot. It is currently in delinquent tax foreclosure.							
58-01968.000 Proposed Use: 2017CV0311	1402 Central	Brenda Gordon	2,569.32	461.88	355.40	3,386.60	1,021.48
This is a vacant residential tax delinquent lot in an area of the City zoned Two Family Residential (R2F) with a lot size of 48' X 66'. The City demolished a condemned single family residential structure on this lot. It is currently in delinquent tax foreclosure.							
60-00187.000 Proposed Use: 2017CV0186	3709 Linden	Starlin Jackson	2,175.16	307.59	465.00	2,947.75	588.22
This is a vacant tax delinquent lot in an area of the City zoned General Manufacturing (GM) with a lot size of 42' X 105'. The City demolished a condemned single family residential structure on this lot. It is currently in delinquent tax foreclosure.							
57-00655.000 Proposed Use: 2017CV0269	1206 E. Parish	Estate of John Caffey	2,257.46	462.05	531.17	3,250.68	548.60
This is a condemned tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 40' X 120'. It is currently in delinquent tax foreclosure and is located in the Sunnyside Acquisition Zone. Upon acquisition it shall be demolished							
56-00398.000 Proposed Use: 2017CV0286	626 Perry	Martha Ann Hendrock	2,854.22	857.93	582.96	4,295.11	882.50
This is a vacant tax delinquent single family residential structure in an area of the City zoned Two Family Residential (R2F) with a lot size of 40' X 90'. It is currently in delinquent tax foreclosure and is located in the Kilbourne Plat Acquisition Zone. Upon acquisition it shall be evaluated for rehabilitation.							
57-02565.000 Proposed Use: 2017CV0292	522 Reese	Harry J. Sims	2,919.79	716.68	420.64	4,057.11	785.86
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 46' X 66'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
57-00173.000 Proposed Use: 2017CV0305	2246 Pipe	Della Mae Bango	2,170.01	0.00	376.75	2,546.76	973.78
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-60) with a lot size of 80' X 268'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
57-04464.000 Proposed Use: 2017CV0319	718 Ogontz	Richard & Elizabeth Proudfoot	2,525.48	907.14	493.71	3,926.33	868.70
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 50' X 66'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
57-04560.000 Proposed Use: 2017CV0193	1032 Wayne	Laura Wolfe	3,313.77	0.00	402.36	3,716.13	1,282.76
This is a vacant tax delinquent single family residential structure in an area of the City zoned Two Family Residential (R2F) with a lot size of 33' X 132'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
Totals:			23,940.20	3,713.27	4,357.43	32,010.90	7,530.72



**COMMUNITY DEVELOPMENT
DIVISION OF PLANNING AND ZONING**

Arielle Blanca
Community Development Manager
ablanca@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: November 15, 2017

Subject: Commission Agenda Item – Community Development Block Grant (CDBG)
FY17 Substantial Amendment

ITEM FOR CONSIDERATION: Ordinance authorizing a Substantial Amendment to the Community Development Block Grant (CDBG) FY17 Annual Action Plan. The City's current Annual Action Plan reflects approved activities and an associated budget for the grant year running from July 1, 2017 through June 30, 2018.

The following are the proposed amendments:

	<u>Previously Approved</u>	<u>Proposed</u>
Revolving Loan Fund Activity	\$50,000.00	\$0.00
Clearance & Demolition Activity	\$108,649.76	\$148,649.76
Public Facilities Activity	\$0.00	\$510,000.00

The Revolving Loan Fund Activity for program year 2017 is no longer needed, therefore the budget will be reduced to \$0.00.

The Clearance and Demolition Activity will be receiving an increase of \$40,000 in funds from the current Economic Development Revolving Loan Fund account.

A new activity titled "Public Facilities" will be created for the program year. The new activity will have a budget of \$510,000 which will come from the current Economic Development Revolving Loan Fund and will be used for the Engineering and Construction Plans for the Jackson Street Pier. The total cost for the Engineering and Construction Plans have not yet been confirmed. Any balance remaining after this activity will remain in the Public Facilities activity next year for other public projects as determined by City Commission through the annual public participation process.

In April 2017, City Staff was notified that the City had an excess amount of CDBG Funds and were in danger of missing the Timeliness Expenditure Deadline for May. Therefore, Staff is proposing to expend \$550,000 of RLF funding to two activities, Clearance and Demolition and

Public Facilities so as to avoid future possible timeliness issues. As part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on October 2, 2017, to review the proposed amendment to the Action Plan.

BUDGETARY INFORMATION: There are no funds required to implement this amendment as all funds are currently allocated to the City through the existing and past CDBG grants.

ACTION REQUESTED: It requested that proper legislation be prepared to approve the Substantial Amendment to the FY17 CDBG Annual Action Plan and that the City Manager be authorized to submit the amendment to HUD. It is further requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with amendment and allow for timely expenditure of the funds.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko
Chief Development Officer

cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission
File

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S FY 2017 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR OF JULY 1, 2017 THROUGH JUNE 30, 2018, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT THE AMENDED ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to accept an Entitlement Grant in the amount of \$664,148.00 total Community Development Block Grant (CDBG) funds for the program year of July 1, 2017, through June 30, 2018, and to submit to U.S. Department of Housing and Urban Development a FY 2017 One-Year Action Plan by Ordinance No. 17-123, passed on June 26, 2017; and

WHEREAS, the City's current FY 2017 One-Year Action Plan reflects approved activities and an associated budget for the 2017 Program Year and this Substantial Amendment includes the following proposed changes to this Plan:

	<u>Previously Approved</u>	<u>Proposed</u>
Revolving Loan Fund Activity	\$50,000.00	\$0.00
Clearance & Demolition Activity	\$108,649.76	\$148,649.76
New Public Facilities Activity	\$0.00	\$510,000.00

; and

WHEREAS, the Revolving Loan Fund activity for program year 2017 is no longer needed and the City had an excess amount of CDBG Funds and Staff is proposing to expend \$550,000 from the current Economic Development Revolving Loan Fund for Clearance & Demolition Activity and the new Public Facilities Activity which will fund the engineering and construction plans for the Jackson Street Pier; and

WHEREAS, as part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on October 2, 2017, to review the proposed amendment and a public hearing was held by this City Commission at their November 27, 2017, regularly scheduled meeting; 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 move forward with the amendment and allow for timely expenditure of the funds; 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 Community Development, 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. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a Substantial Amendment for the FY 2017 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2017, through June 30, 2018, and to execute any required certifications and agreements and to administer program expenditures consistent with the Amended FY 2017 One-Year Action Plan.

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 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017 (effective after 30 days)



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: November 29, 2017

Subject: Commission Agenda Item- Professional Design Services Agreement with Osborn Engineering for the Shoreline Drive Reconstruction project

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with Osborn Engineering to perform responsibilities as the owner's representative and criteria engineer for the Shoreline Drive Reconstruction project.

BACKGROUND INFORMATION: The adopted Bicentennial Comprehensive Plan displayed a desire to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Street Pier. In July of 2016, staff obtained four qualification packets during a Request for Qualifications (RFQ) process that concluded with the most qualified team being that of Osborn Engineering and City Architecture. Subsequently, the city entered into a professional service agreement for conceptual engineering services on Shoreline Drive. The final deliverable of this agreement was a cross-sectional representation for reconstruction of the Jackson Street Pier and connected Sandusky Bay Pathway. This process included a lengthy public involvement effort, several streetscape and parking renderings, traffic and pedestrian considerations and many pathway ideas. This conceptual plan is being presented at the City Commission meeting on December 11, 2017 and was supported by Planning Commission on November 15, 2017.

At the same time, a Master Plan was being developed for the rehabilitation of the Jackson Street Pier also by Osborn Engineering.

Not only was it important for the conceptual designs to be performed concurrently, but it is also extremely important that these two projects proceed through final design at the same time. There are many design parameters that would result in a net cost savings by reducing duplication of efforts, such as landscape architecture, utility improvements and coordination, maintenance of traffic plans, bikeway connectivity, parking objectives, residential and commercial accommodations, streetscape techniques and urban furniture selection.

It is desired to proceed with this project as a design-build to maintain consistency with the Jackson Street Pier Rehabilitation and to ensure the City's conceptual design parameters are being met by the contractor team. Therefore, the city plans to continue utilization of Osborn Engineering through the preliminary engineering phase as criteria engineer and retain their services as the owner's representative throughout construction. The former RFQ process allowed for this flexibility.

The goal of the proposed contract is to complete 40% design and specification documents by the spring of 2018, select a design-build team during the summer of 2018 and begin construction during the

fall/winter of 2018. Inconveniences to the public and users of the pier will be significantly reduced if much of the underground and sitework can be completed prior to Memorial Day of 2019.

BUDGETARY INFORMATION: The total cost will initially be paid with Capital Funds. However, Sewer and Water Fund dollars will be transferred to cover those costs. In addition, the City intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The not to exceed cost for professional design services is \$436,320. This will be split accordingly:

Capital Fund (Street)	\$ 50,000
Sewer Fund	\$ 74,013
Water Fund	\$ 22,403
Capital Fund (TIF proceeds)	\$289,904
Total	\$436,320

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Shoreline Drive Reconstruction project with Osborn Engineering in the amount of \$436,320.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design, selection and construction of this project to provide as many construction activities during the winter of 2018-2019 thereby minimizing inconveniences over the summer months.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City desires to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Pier; and

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including a multipurpose path and upgrading utilities; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for professional Design Services for the preliminary engineering of the Shoreline Drive Rehabilitation Project by Ordinance No. 17-016, passed on February 13, 2017; and

WHEREAS, the professional services to be provided by Osborn Engineering to advance the services completed under the preliminary engineering include preparation of the Design Build documents, as Criteria Designer and Owner's representative, bidding documents, and construction engineering and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Osborn Engineering will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks and have successfully provided services for the preliminary engineering resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, a request to enter into an agreement for Professional Design Services with Osborn Engineering for the Jackson Street Pier Rehabilitation Project is being requested in companion legislation; and

WHEREAS, the total cost of the professional design services is not to exceed \$436,320.00 and will be paid with Capital Funds and in the amount of \$50,000.00, Sewer Funds in the amount of \$74,013.00, Water Funds in the amount of \$22,403.00, and the remaining balance of \$289,904.00 will be financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; 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 proceed with the design, selection, and construction of the project to complete as many construction activities during the Winter of 2018-2019 and minimize inconveniences over the Summer months; 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 an agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Shoreline Drive Rehabilitation 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 an amount **not to exceed** Four Hundred Thirty Six Thousand Three Hundred Twenty and 00/100 Dollars (\$436,320.00).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2017, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and Osborn Engineering (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: Shoreline Drive Reconstruction Project

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: Osborn Engineering
Contact: Bonita G. Teeuwen, P.E.
Address: 110 Superior Ave, Suite 300
Cleveland, OH 44114

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of four hundred thirty-six thousand three hundred twenty dollars (\$436,320.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred

upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 861-2020. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

Osborn Engineering

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Shoreline Drive Reconstruction Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio 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.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



P20160653.000

November 20, 2017

City Manager Eric Wobser
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

sent via email: ewobser@ci.sandusky.oh.us

**Re: Bidding documents and Owner's Rep Services Cost Proposal
Shoreline Drive Rehabilitation Project
Sandusky, Ohio**

Dear Manager Wobser,

Osborn Engineering is pleased to offer our professional services to prepared Design Build (DB) documents, as Criteria Designer and Owner's representative services for the above referenced project. The proposed DB project involves the rehabilitation and streetscape of Shoreline Drive including a multipurpose path and upgrading utilities. Osborn has performed similar work with City Architect in the City of Cuyahoga Falls. Much of our experience from recent projects and other rehabilitation projects, we have designed over the last several years, are directly applicable to this project. Osborn's team recognize that the keys to a successful project will be to provide documents with enough detail for a contractor to provide a responsible bid but allow for innovation to provide cost effective solutions that meet the community's vision.

Our anticipated scope is as follows:

Bidding Documents:

1. Construction plans and specifications will be prepared in accordance with the City's and ODOT standards and following the requirements of ADA regulations;
2. Attend design meeting with the city to further develop and review design concepts;
3. Field inspect the pavement surface, curbs, drive aprons and curb ramps to determine the necessary repair areas, quantities and locations.
4. Finalize layout and coordinate with Owner to finalize design and anticipated construction scope (assume one meeting). We anticipate and expect the "Hybrid" option, as discussed in public meetings, will be further developed for this scope of work;
5. Meeting with utility and permitting agencies including submittals of preliminary plans;
6. Research funding options;
7. Prepare schematic plans for the rehabilitation of the Waterline
8. Prepare schematic plans for the rehabilitation of the Sanitary sewer utilizing video tapes provided by the city;
9. Prepare schematic plans for the rehabilitation and reuse of the existing storm sewers utilizing videos tapes provided by the city;
10. Prepare a schematic plan to relocate the existing overhead utilities underground;



11. Layout the type and spacing of street lighting;
12. Layout hardscape areas along Shoreline Drive, including curb locations, sidewalks, bike paths, unit pavers, special paving patterns and parking areas;
13. Create new layout considerations and plans for the Jackson Street and Wayne Street parking areas;
14. Determine landscape areas and provide details related to landscape materials, species types for plantings and associated quantities;
15. Prepare selected detailed drawings (sections, enlarged plans, elevations) to further illustrate construction for bidding purposes;
16. Select and locate site amenities (seating, signage, etc.);
17. Select unit pavers manufacturer and identify patterns;
18. Create material quantity lists in preparing budget estimate;
19. Assist the city in preparing a draft Request For Qualification documents for selecting the short listed design build teams;
20. Preparation of a Request for Proposal document which includes general notes, technical specifications and the bid form/quantity tabulation will be developed by Osborn. The front-end general requirements and form of contract will be provided by the City of Sandusky;
21. Prepare an Opinion of Probable Cost;

Construction Engineering

1. Assist the city in reviewing and responding to alternate technical concepts and/or request for information;
2. Assist the city in reviewing responses, short listing and assisting with the scoring and recommendations of the winning DB team;
3. Review contractor's construction documents for adherence to the intent of the bidding documents.
4. Full time field construction engineering for a total of one year period, including DB team plan review and project close out, including review of contractor's pay requests, and review of Contractor's certified payroll for conformance to prevailing wages. This can be combine with services provided on Jackson Pier;
5. Professional engineer oversight

Services that are not a part of our scope of work include the following:

1. Right of way plan development.
2. Environmental documentation
3. Construction materials testing.
4. Any as-built field survey or drawings.

Our lump sum fee for the stated scope of work for the bidding documents is \$161,320 including all normal reimbursable expenses and sub consultant fees. We will invoice monthly based on the percent of work completed to date.

Our cost for the stated Construction Engineering as stated above is \$275,000 and will be billed monthly as an actual cost of hours worked including expenses.



The total contract value is \$436,320.

We anticipate the design phase will be approximately 12 weeks. We anticipate submitting our plans to the city for review at the Stage 40% levels of completion. At the beginning of the design phase, Osborn would prepare a detailed project schedule based on input from the City.

Please feel free to call if any revisions or clarifications are required. Again, we appreciate this opportunity and are prepared to start work upon your authorization.

Thank you for your consideration,

Osborn Engineering

Scott A. Vura, P.E. LEED AP

By: Bonita G. Teeuwen, P.E.

Director of Municipal and Transportation Engineering

cc: A. Klein,
A. Byington,
S. Vura,
S. Kiwala
J. Donovan,
B. Harbert,
File



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: November 29, 2017

Subject: Commission Agenda Item- Professional Design Services Agreement with Osborn Engineering for the Jackson Street Pier Rehabilitation project

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with Osborn Engineering to perform responsibilities as the owner's representative and criteria engineer for the Jackson Street Pier Rehabilitation project.

BACKGROUND INFORMATION: The adopted Bicentennial Comprehensive Plan displayed a desire to reconstruct Jackson Street Pier as a short-term goal for the bicentennial. In July of 2016, staff obtained four qualification packets during a Request for Qualifications (RFQ) process that concluded with the most qualified team being that of Osborn Engineering and City Architecture. Subsequently, the city entered into a professional service agreement for conceptual engineering (PCE) services on Jackson Street Pier. The final deliverable of this agreement was a master plan for rehabilitation of the Jackson Street Pier that included a lengthy public involvement effort, several renderings, much discussion and many ideas. This master plan was presented to the City Commission by the consultant team on September 25, 2017 with direction to staff to present a design contract in the upcoming months.

While this endeavor was being undertaken, a parallel conceptual engineering project for reconstruction of Shoreline Drive was also being performed by Osborn Engineering. The final recommendations for the Shoreline Drive project will be presented at the City Commission meeting on December 11.

Not only was it important for the conceptual design to be performed jointly, but it is also extremely important that these two projects proceed through final design at the same time. There are many design parameters that would result in a net cost savings by reducing duplication of efforts, such as landscape architecture, utility improvements and coordination, maintenance of traffic plans, bikeway connectivity, parking objectives, residential and commercial accommodations, streetscape techniques and urban furniture selection.

There would be a recognizable cost savings by performing this project as a *design-build* project instead of the typical *design-bid-build* project. However, it is very important to retain consistency throughout the design-build process to ensure the City's conceptual and design parameters are being met by the contractor team. Therefore, the city plans to continue utilization of Osborn Engineering through the preliminary engineering phase as criteria engineer and retain their services as the owner's representative throughout construction. The former RFQ process allowed for this flexibility.

The goal of the proposed contract is to complete 40% design and specification documents by the spring of 2018, select a design-build team during the summer of 2018 and begin construction during the

fall/winter of 2018. Inconveniences to the public and users of the pier will be significantly reduced if much of the underground and sitework can be completed prior to Memorial Day of 2019.

BUDGETARY INFORMATION: The total cost will initially be paid with Capital Funds. However, CDBG FY2017, Sewer, and Water Fund dollars will be transferred to cover associated costs. In addition, the City intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The not to exceed cost for professional design services is \$333,800. This will be split accordingly:

CDBG FY2017	\$153,800
Sewer Fund	\$ 21,924
Water Fund	\$ 1,428
Capital Funds (TIF)	\$156,648
Total	\$333,800

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Jackson Street Pier Rehabilitation project with Osborn Engineering in the amount of \$333,800.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design, selection and construction of this project to provide as many construction activities during the winter of 2018-2019 thereby minimizing inconveniences over the summer months.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE JACKSON STREET PIER REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City desires to rehabilitate the Jackson Pier in coordination with the rehabilitation of Shoreline Drive; and

WHEREAS, the proposed Jackson Street Pier Project involves the rehabilitation and landscape of the Jackson Street Pier, including the parklet at the Chesapeake lofts; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for professional Design Services for the preliminary engineering of the Jackson Street Pier Project by Ordinance No. 17-010, passed on January 23, 2017; and

WHEREAS, the professional services to be provided by Osborn Engineering to advance the services completed under the preliminary engineering include preparation of the Design Build documents, as Criteria Designer and Owner's representative, bidding documents, and construction engineering and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Osborn Engineering will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks and have successfully provided services for the preliminary engineering resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, a request to enter into an agreement for Professional Design Services with Osborn Engineering for the Shoreline Drive Rehabilitation Project is being requested in companion legislation; and

WHEREAS, the total cost of the professional design services is not to exceed \$333,800.00 and will be paid with Community Development Block Grant funds in the amount of \$153,800.00, Sewer Funds in the amount of \$21,924.00, Water Funds in the amount of \$1,428.00, and the remaining balance of \$156,648.00 will be financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; 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 proceed with the design, selection, and construction of the project to provide as many construction activities during the Winter of 2018-2019 and minimize inconveniences over the Summer months; and

WHEREAS, in that it is deemed necessary in order to complete 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 an agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Jackson Street Pier Rehabilitation 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 an amount **not to exceed** Three Hundred Thirty Three Thousand Eight Hundred and 00/100 Dollars (\$333,800.00).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2017, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and Osborn Engineering (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: Jackson St Pier Rehabilitation Project

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: Osborn Engineering
Contact: Bonita G. Teeuwen, P.E.
Address: 110 Superior Ave, Suite 300
Cleveland, OH 44114

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of three hundred thirty three thousand eight hundred dollars (\$333,800.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred

upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 861-2020. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

Osborn Engineering

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Jackson St Pier Rehabilitation Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio 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.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



P20160653.000

November 30, 2017

City Manager Eric Wobser
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

sent via email: ewobser@ci.sandusky.oh.us

**Re: Bidding documents and Owner's Rep Services Cost Proposal
Jackson Pier Rehabilitation Project
Sandusky, Ohio**

Dear Manager Wobser,

Osborn Engineering is pleased to offer our professional services to prepared Design Build (DB) documents, as Criteria Designer and Owner's representative services for the above referenced project. The proposed DB project involves the rehabilitation and landscape of Jackson Pier, including the parklet at Chesapeake lofts. The scope will include 40% plan development of the proposed conceptional layout as determined in the previous phase. This includes preliminary design for, hardscape, landscaping, Homeland Security site, the multi-purpose building, restrooms and the ticket house. Osborn has performed similar work with City Architect in the City of Cuyahoga Falls. Much of our experience from recent projects and other rehabilitation projects, we have designed over the last several years, are directly applicable to this project. Osborn's team recognize that the keys to a successful project will be to provide documents with enough detail for a contractor to provide a responsible bid but allow for innovation to provide cost effective solutions that meet the community's vision.

Our anticipated scope is as follows:

Bidding Documents:

1. Construction plans and specifications will be prepared in accordance with the City's and AIA standards and following the requirements of ADA regulations;
2. Attend design meeting with the city and homeland security to further develop and review design concepts;
3. Finalize layout and coordinate with Owner to finalize design and anticipated construction scope (assume one meeting);
4. Meeting with utility and permitting agencies including submittals of preliminary plans;
5. Research funding options;
6. Provide a demolishing plan for the existing site;
7. Provide a grading plan including basic drainage requirements;
8. Layout hardscape areas, including curb locations, sidewalks, paths, unit pavers, special paving patterns and parking areas;
9. Determine landscape areas and provide details related to landscape materials, species types for plantings and associated quantities;

EXHIBIT

"A"



10. Prepare selected detailed drawings (sections, enlarged plans, elevations) to further illustrate construction for bidding purposes;
11. Layout the type and spacing of lighting;
12. Select and locate site amenities (seating, trellis elements, tables, etc.);
13. Select unit pavers manufacturer and identify patterns;
14. Conduct code analysis (zoning and building code) based on occupancy and anticipated usage for three proposed buildings, includes floor plans, annotated elevations, reflected ceiling plans, building and typical wall sections to convey construction typology;
15. Provide schematic design of MEP for three buildings;
16. Develop the layout of the Homeland Security site including utilities and foundations for equipment;
17. Assist the city in preparing a draft Request For Qualification documents for selecting the short listed design build teams;
18. Complete building specifications and make final product, materials, finish selections for bidding;
19. Prepare for and attend final review meeting before bid release date (assume one meeting);
20. Preparation of a Request for Proposal document which includes general notes, technical specifications and the bid form/quantity tabulation will be developed by Osborn. The front-end general requirements and form of contract will be provided by the City of Sandusky;
21. Prepare an Opinion of Probable Cost;

Construction Engineering

1. Assist the city in reviewing and responding to alternate technical concepts and/or request for information;
2. Assist the city in reviewing responses, short listing and assisting with the scoring and recommendations of the winning DB team;
3. Review contractor's construction documents for adherence to the intent of the bidding documents.
4. Full time field construction engineering for a total of a six month period, including DB team plan review and project close out, including review of contractor's pay requests, and review of Contractor's certified payroll for conformance to prevailing wages. This can be combine with services provided on Shoreline Drive.
5. Professional engineer oversight

Services that are not a part of our scope of work include the following:

1. LEED certification
2. Environmental documentation
3. Construction materials testing.
4. Any as-built field survey or drawings.

Our lump sum fee for the stated scope of work for the bidding documents is \$153,800 including all normal reimbursable expenses and sub consultant fees. We will invoice monthly based on the percent of work completed to date.



Our cost for the stated Construction Engineering as stated above is a not to exceed cost of \$180,000 and will be billed monthly as an actual cost of hours worked including expenses.

The total contract value is \$333,800.

We anticipate the design phase will be approximately 12 weeks. We anticipate submitting our plans to the city for review at the Stage 40% levels of completion. At the beginning of the design phase, Osborn would prepare a detailed project schedule based on input from the City.

Please feel free to call if any revisions or clarifications are required. Again, we appreciate this opportunity and are prepared to start work upon your authorization.

Thank you for your consideration,

Osborn Engineering

Scott A. Vura, P.E. LEED AP

By: Bonita G. Teeuwen, P.E.

Director of Municipal and Transportation Engineering

cc: A. Klein,
A. Byington,
S. Vura,
S. Kiwala
J. Donovan,
B. Harbert,



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 28, 2017

Subject: **Commission Agenda Item- Professional Design Services Agreement with DLZ Ohio, Inc.**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement for the design of the West Side Utility and Connectivity Improvements Project

BACKGROUND INFORMATION: This project consists of three separate components consisting of the water distribution system, storm sewers and walkability/connectivity of the west end of town. The following is a description of each item. There is also a project summary map and the end of the scope of services document.

WATER:

There are two water mains on Venice Road between Edgewater Drive and Fremont Avenue. The 8-inch water main is used as the supply line, and the 16-inch main used almost exclusively for transmission. The City of Sandusky plans to replace the 8-inch supply line because the frequency of main breaks has increased over the past several years. Only one business is currently tied into to the transmission main, all other properties are connected to the smaller supply line.

The City has also experienced several water main breaks in the Sagamore and Linden areas. The 6-inch water mains will be completely replaced in this neighborhood. Businesses and residences are periodically on boil alerts in both areas because of the main breaks causing logistical problems for plant operators and water distribution repair crews for the City.

SEWER:

There has been extensive surface water flooding in the area south of Venice Road containing Sagamore Street, Linden, Elwood and Wurtz. The desire is to move the storm water from the neighborhood to the east-west railroad ditch that runs north of Venice Road. However, the selected consultant shall recommend possible alternatives after analyzing existing conditions and discussing with local businesses.

WALKABILITY:

The 2018 Bicentennial Vision, which was adopted in 2016, was an 18-month process incorporating extensive public involvement throughout neighborhoods in the City. Subsequently, the City's planning department conducted a Neighborhood Initiative in 2017 which included the west end of the city. Through both of these processes, residents revealed that they felt disconnected from the rest of the City. Many renderings have been developed from their requests for pedestrian-friendly walkability and bikeability between Fremont and Tiffin

This project will include multi-use paths on Venice road between Edgewater and Fremont. It will also include development of plans for a sidewalk between Edgewater and Tiffin.

A request for Qualifications (RFQ) for the West Side Utility and Connectivity Improvements Project directed consultants to submit qualifications to the Department of Public Works by May 19, 2017. Eight (8) submittals were received and an internal review and numerical evaluation were completed of all submittals by City Staff. It was determined DLZ Ohio, Inc. was the most qualified and was ranked number one because of their past experience with water, sewer and walkability/connectivity projects listed in their qualifications package submitted to the City. A Scope of Services (SOS), dated November 15, 2017 and an agreement for professional design services, is attached to the legislation as Exhibit "A".

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$601,133.00. with \$303,009 to be paid with Sewer Funds, \$248,124 to be paid with Water Funds and \$50,000 with Capital Projects Funds (Issue 8). After construction estimates are complete, the City will seek loan opportunities through Ohio Water Development Authority (OWDA) that would include reimbursement of pertinent items during design, if possible.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the West Side Utility and Connectivity Improvements Project with DLZ Ohio, Inc. in the amount of \$601,133.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design and construction of the underground infrastructure items prior to ODOT's urban paving program that is estimated to begin in 2020 or 2021. ODOT's urban paving program will resurface Venice Road (State Route 6) between Edgewater Drive and Fremont Avenue.

I concur with this recommendation:

Eric Wobser

City Manager

Aaron Klein, P.E.

Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH DLZ OHIO, INC., OF CLEVELAND, OHIO, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Side Utility & Connectivity Improvements Projects consists of three separate components involving water main replacements on Venice Road between Edgewater Drive and Fremont Avenue and in the Sagamore Street and Linden Street areas, moving the storm water from the Sagamore Street, Linden Street, Elwood Street, and Wurtz Street neighborhood to the east-west railroad ditch that runs north of Venice Road, and includes multi-use paths on Venice Road between Edgewater Drive and Fremont Avenue including the development of plans for a sidewalk between Edgewater Drive and Tiffin Avenue; and

WHEREAS, DLZ Ohio, Inc., will be providing professional design services for the West Side Utility & Connectivity Improvements Project which includes the following tasks: Survey and Mapping, Geotechnical Investigation, Contract Documents, Bid Assistance, Sewer Field Investigations, and Subsurface Utility Investigations and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the West Side Utility & Connectivity Improvements Project in which eight (8) submittals were received, evaluated and ranked by a selection committee and based upon the firm's expertise, past experience with water, sewer, and walkability / connectivity projects, it was determined DLZ Ohio, Inc. was the most qualified; and

WHEREAS, the total cost of the professional design services is \$601,133.00 of which \$303,009.00 will be paid with Sewer Funds, \$248,124.00 will be paid with Water Funds and the remaining balance of \$50,000.00 will be paid with Issue 8 Funds from the Capital Projects Fund and the City be applying for financial assistance through the Ohio Water Development Authority (OWDA); 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 immediately proceed with the design and construction of the underground infrastructure items of the project prior to the Ohio Department of Transportation's Urban Paving Program which will resurface Venice Road (State Route 6) between Edgewater Drive and Fremont Avenue, that is estimated to begin in 2020 or 2021; 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 an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for Professional Design Services for the West Side Utility & Connectivity Improvements 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 an amount **not to exceed** Six Hundred One Thousand One Hundred Thirty Three and 00/100 Dollars (\$601,133.00).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2017, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and DLZ Ohio, 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 services for the following project (the "Project"):

Project Name: West Side Utility & Connectivity Improvements

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: DLZ Ohio, Inc.
Contact: Edward D. Stribula, P.E.
Address: 614 W Superior Avenue
Cleveland, Ohio 44113-1397

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of six hundred and one thousand one hundred and thirty three dollars (\$601,133.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred

upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 771-0334. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. **Emergencies.** In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. **Change of Address.** The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. **Independent Contractor.** The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

DLZ Ohio, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: West End Utility & Connectivity Improvements

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio 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.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



November 15, 2017

Mr. Aaron M. Klein, PE
Director of Public Works
The City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

**Re: Revised Proposal
West Side Utility and Connectivity Improvements**

Dear Mr. Klein:

DLZ Ohio, Inc. (DLZ) is pleased to submit our revised fee proposal for the West Side Utility and Connectivity Improvements Project per Jane Cullen's November 9, 13, and 14, 2017 emails. Please contact Mr. Stribula should you have any questions or require any additional information.

Thank you for the opportunity to submit this proposal, and we look forward to working with you in the near future.

Respectfully,

DLZ OHIO, INC.

Mr. Edward D. Stribula, P.E.
Senior Project Manager

Mr. Bryan Coteleur, P.E.
Water Services Manager

cc: Jane Cullen
Enclosures

SCOPE OF SERVICES

PROJECT DESCRIPTION

Overview

For the City of Sandusky's West Side Utility & Connectivity Project, the City wishes DLZ to conduct a variety of services which include water work design, storm sewer design, a bikeway study, and sidewalk/bike lane striping for various roadways within the City limits, as shown on **Figure 1**. DLZ assumes all this work is locally or state funded, the City is the only review agency, no environmental studies are necessary, and the City will obtain any necessary permits required for any of the work associated with DLZ's scope of services. We also assume that all design work (bikeway, sidewalk, water, storm) will be included in plan submittals to the City, and that separate submittals to other City or outside agencies are not necessary.

Below is a description of the major design or study tasks the City wishes DLZ to conduct, along with our assumptions on our scope of work and a description of our deliverables to the City.

Water

Two existing water mains run along Venice Road between Edgewater Drive and Fremont Avenue, an 8-inch supply main and a 16-inch main that is primarily used for transmission. The 8-inch water main has experienced frequent breaks over the past several years and the City of Sandusky (City) desires to replace it. The 6-inch water mains in the Sagamore/Linden Street area have also experienced frequent breaks in the past several years, and the City also desires to replace these mains.

The project will include the replacement of approximately 5,500 LF of existing 8-inch water main with new 10-inch water main along Venice Road between the east side of the bridge over Cold Creek, and Edgewater Drive. It will also include the replacement of approximately 3,000 LF of existing 6-inch water main with new 8-inch water main along Edgewater Avenue between Venice Road and Elwood Street, and along Wurtz Street, Linden Street, Sagamore Street, and Elwood Street in the residential area adjacent to Edgewater Avenue. Service connections and hydrants that connect to the existing 6-inch and 8-inch mains will be reconnected to the new mains. Hydrants, blow-off manholes, or meter vaults that interfere with the proposed bikeway or sidewalk will be relocated, extended, or adjusted to grade. The proposed water work is shown on **Figure 1**.

Stormwater

The City has expressed concerns over flooding within the project area, due in part to their understanding that the existing system is undersized and that localized low spots are not properly drained. Surface flooding is an issue in the developed area just south of the Edgewater Avenue and Venice Road intersection, which includes Sagamore, Linden, Elwood, and Wurtz Streets. Likewise, surface flooding is a problem along portions of Venice Road from Thorpe Drive to Edgewater Avenue.



The City desires to replace the existing storm sewer trunk line along Venice Road between Thorpe Drive and Edgewater Avenue with a new, upsized parallel storm trunk line. Inlet basins will be replaced with new inlet basins and additional basins will be added at low points, where applicable. Existing storm sewer laterals and inlet basins will be transferred to the new trunk line and the existing storm sewer system will be abandoned.

The City desires to replace the existing storm sewer trunk line along Edgewater Avenue, including Sagamore, Linden, Elwood, and Wuertz Streets, from Elwood Street to a point about 650 feet north of Venice Road (south of railroad tracks). Inlet basins will be replaced with new inlet basins and additional basins will be added at low points, where applicable. Existing storm sewer laterals and inlet basins will be transferred to the new trunk line and the existing storm sewer system will be abandoned. The proposed sewer trunk line will tie into an existing 60-inch trunk sewer that outlets to Lake Erie.

DLZ assumes that the City does not have existing storm sewer calculations to assist in the detailed design of the system. Therefore, DLZ will determine the size and location of the existing system through detailed field survey and field observations. From these field observations, DLZ will identify existing low spots that currently do not drain and show signs of ponding, and locations of existing inlet basins that do not appear to have proper grading.

DLZ assumes that inlet basins need to be spaced, on both sides of the roadway, approximately 300 feet apart, in addition to other inlet basins needed to drain the low spots. With this assumption and the field data, DLZ will then prepare a preliminary layout of all the proposed inlet locations. In addition, DLZ will utilize available data from the City, County auditor's website and ODOT to identify drainage areas that are immediately adjacent to both sides of the roadway. DLZ also assumes that all work will be contained within the existing right-of-way and that no drainage easements will be necessary. We also assume that no other agencies, e.g. ODOT or Erie County, will have review responsibilities on this project.

From the inlet layout and the identified drainage areas, DLZ will prepare drainage calculations to properly size the storm sewer trunk, which we assume will be placed under the existing pavement. We will then compare the size and location of the existing system and the proposed design to each other to identify trunk lengths that may be inadequately sized. Once this is complete, DLZ will prepare a preliminary inlet basin layout and meet with the City to discuss the results of our preliminary design and receive approval to proceed with the next stages of design. Where the pavement slopes away from the road, DLZ plans to install an underdrain at the edge of the bikeway to provide enhanced drainage capacity. The underdrain will be tied in to inlet basins or storm sewer manholes at multiple locations along the street.

DLZ will show the proposed storm sewer system on the plan and profile sheets, with laterals for the inlets displayed on the cross-section sheets. We will not prepare separate plan-profile sheets for the underdrain system. Where neither the profile nor cross-sections can properly display the proposed drainage elements, DLZ will provide separate drainage profile sheets. DLZ will include general notes that provide any provisions or information necessary for the construction of the proposed storm sewer system.



The proposed storm sewer work is shown on **Figure 1**.

Walkability/Bikeability

Prior studies conducted by the City's Planning Department have shown that residents in the west end of the City feel disconnected from the remainder of the City, and that there is a need for providing pedestrian-friendly walkability and bikeability along the Venice Street corridor between Fremont Avenue and Tiffin Road, with a future connection to Lions Park on Monroe Street. This would allow residents to have easier access to a waterfront park.

The City desires to construct a 10-foot wide asphalt trail along the north side of Venice Road from Fremont Avenue to Edgewater Avenue. The trail will abut the existing Venice Road pavement and be located primarily within the Venice Road Right-of-Way.

The City does not want to widen the Venice Road bridge over Cold Creek. Thus, the bikeway either needs to travel along the northern side of the bridge, shifting the travel lanes to the south, or the bikeway needs to be split into two bike lanes, one on either side of the travel lanes. This last design approach would require the westbound bike traffic to shift onto the south side of Venice Road, which DLZ plans to sign and mark at the Mill Pond Drive western intersection.

Bike travel lanes near the edge of the existing Cold Creek bridge will require removal of the existing guardrail and replacement with a higher "rub rail" to prevent bicyclists from hitting and potentially falling over the rail. We anticipate that the existing bridge railing anchor bolts are in generally good condition and can be reused. The new railing (ODOT Standard TST type or similar) will fit the spacing of the existing anchor bolts and be installed. Plans will be developed to perform this work. Since the existing bridge plans are in metric units, we will convert the bridge site plan to English units.

Venice Road is essentially uncurbed its entire length (there are small length of curb returns at the Edgewater Avenue intersection and Venice Road becomes curbed approximately 600 feet west of Tiffin Avenue). Thus, stormwater drains off the roadway onto the adjoining parcels. DLZ intends to keep this drainage pattern, with the bikeway cross slope draining in the same direction. This will minimize grading outside the bikeway and prevent the installation of additional inlet basins to drain water "trapped" between the roadway pavement and the bikeway.

The existing vertical profile and cross slopes of Venice Road will remain "as is". Thus, these features will control the bikeway and sidewalk profiles. DLZ does not anticipate any pavement reconstruction except in areas of storm sewer or waterline trench installation.

The City also desires to construct a 4-foot wide concrete sidewalk along the north side of Venice Road from Edgewater Avenue to Tiffin Avenue. The sidewalk will be located within the Venice Road Right-of-Way. If feasible, the existing Venice Road pavement will also be marked from Edgewater Avenue to Tiffin Avenue to allow bicycle access.

DLZ does not intend to widen the pavement at the railroad crossing located at Huron Street.



This approach will minimize involvement with the railroad and prevent impacts to the rail signals and cross bucks. Therefore, any proposed sidewalk or bike lanes in this section will taper to meet the existing pavement width. DLZ assumes the City will obtain a working agreement with Norfolk Southern Railroad (NSRR) to allow for their review of the proposed plans. For each submittal, DLZ will forward a copy of the plans to NSRR.

DLZ's goal is to avoid impacts to existing signal facilities (poles, controllers, pedestrian heads) along Venice Road at the Fremont Avenue, Edgewater Avenue, and Tiffin Avenue intersections. Our scope also does not include relocations or redesigns of these facilities, or any signal timing or phasing changes to these intersections. To avoid the facilities, DLZ may need to design the trail and sidewalk crossings so that they utilize existing crosswalks.

Because the grading needed for the bikeway/sidewalk installation and proposed inlet basins may extend outside the existing roadway right-of-way, there may be the need for the City to obtain working agreements or easements with the impacted adjacent property owners to allow the contractor access for the grading. DLZ will work to minimize and avoid impacts to adjoining properties as much as possible. DLZ's scope does not include the preparation of legal descriptions, right-of-way plans, exhibits, or right-of-way acquisition services.

DLZ assumes that our design will not include retaining walls. If the City feels that the installation of retaining walls are necessary to avoid or minimize ROW impacts, DLZ can add this effort to our scope and fee.

The proposed bikeway and sidewalk areas are shown on **Figure 1**.

ODOT Coordination

Under PID 103704, ODOT intends to resurface Venice Road from Fremont Avenue to Edgewater Drive in 2021. The City desires to complete the construction of the water, sewer, and bikeway improvements prior to ODOT's commencement of the resurfacing project. The resurfacing project's construction is scheduled to begin on 6/1/2021 and be completed by 8/31/2021.

SURVEYING AND MAPPING

Surveying and UAV Mapping Limits

We will perform surveying along the bikeway (10-foot wide trail), sidewalk, water, and storm sewer limits shown on **Figure 1**. The survey will extend 20' beyond the road right-of-way. The UAV (Unmanned Aerial Vehicle) Mapping Limits will be confined within a 590-acre area for purposes of evaluating drainage areas.

Horizontal and Vertical Control

DLZ will define horizontal and vertical control based on the Ohio North Zone State Plane



coordinate system NAD 83 (2011) and the NAVD 88 vertical datum. Benchmarks required for future construction activities will be set approximately every 1000' along project alignment.

Aerial Mapping Control

DLZ will set an estimated sixty-seven (67) aerial targets before the UAV flight.

UAV Flight

DLZ will utilize the senseFly eBee Plus fixed wing system to autonomously fly the above stated UAV Mapping Limits. Flights will be flown at the lowest possible altitude or no higher than 400' AGL (Above Ground Level). Flights will not be performed if winds exceed 20 mph. Other limitations include rain, snow, and FAA - TFR's (temporary flight restrictions). Flights not take place when broken clouds are present, restricting either consistent overcast or consistent sun.

Soil Boring Locations

DLZ will locate the as drilled locations of an estimated 17 geotechnical soil borings anticipated to be drilled in one phase as shown on **Figure 2**. The boring locations will be coordinated with DLZ's geotechnical department.

Field Survey (Utility, Sign, and Tree Survey)

DLZ will perform surveying along the bikeway (10-foot wide trail), sidewalk, water, and storm sewer limits shown on **Figure 1**. The survey will extend 20' beyond the road right-of-way. The underground utility information will be provided per an Ohio Utilities Protection Service (OUPS) request for pre-planning information and field markings. The utility information will also be derived from field observation, when accessible, or from record information made available from government agencies. All trees six inches or larger will be located and shown as either coniferous or deciduous. Both public and private signs will be located with their naming designation. We assume that the field survey effort will not require railroad access outside of the above stated corridors.

Records Research, Property Resolve, & Location of Property Corners & Monuments

DLZ will resolve the current public road rights-of-way based on the most current record plats, City, County, and state road records in conjunction with field located centerline and right-of-way monuments. GIS property lines will be provided from the Erie County GIS public information. Properties will be identified with Owner's name, street address, and permanent parcel number. We assume that no title reports defining any encumbrances or easements will be required. We also assume that no boundary surveys or property acquisitions will be required.



Pix4D UAV Mapping

DLZ will use Pix4Dmapper to stitch the aerial photos into one orthomosaic photo and generate a point cloud data set in .las file format. Pix4D mapping deliverables will first be converted to AutoCAD versions current to AutoCAD 2016 and/or Civil 3D 2016 at an engineering scale of 1 inch = 20 feet, unless specified otherwise.

Planimetric features will include, but not be limited to, structures, parking lot edges, parking striping, sidewalks, steps, signs, entrance drives, curbs, curb ramps, pavements, and pavement types. The UAV Mapping will provide sufficient information to analyze existing drainage patterns and identify critical drainage areas. We assume that any aerial photos of private property will be used for design purposes only and will not be put on public display without the authorization of the City of Sandusky and the subject private property owner.

Point Cloud Management

Prior to contour surface development, DLZ will remove point cloud surface data such as tree tops and cultivated fields from the surface data using Bentley Descartes MicroStation.

Survey Basemapping

The above stated UAV Mapping and field surveying items will be combined with Erie County GIS information for the final basemap in AutoCAD 2016 and/or Civil 3D 2016 at an engineering scale of 1 inch = 20 feet, unless specified otherwise. All existing conditions mapping will be developed in Ohio Department of Transportation drafting standards. Contours will be developed at a 1-foot interval developed from the natural topography including but not limited to water features, pavements, curb and gutter lines, low and high-grade breaks derived from the above stated Pix4D UAV Mapping.

GEOTECHNICAL INVESTIGATION

For purposes of this proposal, we assume that water mains are located approximately 5 to 6 feet below existing grade. We assume that sewer lines are located approximately 10 to 15 feet below existing grade. The proposed storm sewer will be installed using open-cut methods. The Bikeway alignment is adjacent to the proposed water and/or sewer replacement lines. Subgrade borings for the bikeway will need to extend to a depth no greater than 10 feet, consequently, the borings for the water and/or sewer replacement lines will be used for the Bikeway's subgrade borings.

A review of soils information from the ERI-6-7.065 (Cold Creek Bridge) and ERI-6-6.00 (At-Grade Railroad Separation) indicate that a significant portion of the subsurface soils consist of very soft to medium stiff cohesive soils with relatively high moisture contents. Additionally, bedrock is located at approximate depths of 25 to 30 feet deep (elevations 565 to 560). Based on our understanding of the work involved, the following is our proposed scope of geotechnical services.



Reconnaissance and Planning

DLZ will perform office and field reconnaissance of the project site. We will lay out the borings and obtain utility clearance through the Ohio Utilities Protection Service (OUPS) and the Ohio Oil & Gas Producers Underground Protection Service (OGPUPS). A right of way permit with the Ohio Department of Transportation (ODOT) will be obtained for work performed on US-6 (Venice Road) prior to starting the field work. We assume that no permits will be required for work on roadways administered by the City of Sandusky.

Drilling

The field exploration will consist of drilling a total of seventeen (17) borings along the proposed alignments during a single mobilization as shown on **Figure 2**. Borings B-1, B-2, and B-3 will be drilled to depths of 15 feet each. The remaining borings will be drilled to either refusal on bedrock or a maximum depth of 25 feet.

DLZ will advance the borings through the overburden using either conventional solid stem and/or hollowstem augering techniques. A total of eight (8) of the borings will have the pavement cored. In general, we will sample the overburden at 2.5-foot intervals to the boring completion depth using a standard 2-inch OD, 1.375-inch ID split spoon sampler generally in accordance with ASTM D-1586 methods. Standard penetration data will be developed and representative samples of soil preserved. Bedrock is expected to range in depths from between 25 to 30 feet deep (elevation 565 to 560 feet). If refusal on bedrock is encountered, 20 to 25 feet or deeper below the ground surface, the borings will be terminated. No rock coring is anticipated for this project. Water observations during drilling and water levels in the borings at the completion of drilling will be recorded. Upon completion, the borings will be backfilled with cuttings and bentonite or grout as according to ODOT specifications. The surface pavement will be patched in kind with the existing pavement or as required by the City of Sandusky or ODOT. The cost estimate assumes that all the borings are accessible to a truck-mounted drill rig.

Traffic Control

Traffic control will involve closing one lane of traffic to perform the work. Due to the anticipated traffic volume, we anticipate that traffic control measures for the borings will require the use of signs, cones, and flagmen to maintain traffic during drilling.

Laboratory Testing

Laboratory testing will consist of two testing regimens. For the proposed water and sewer line replacements, representative samples of the subsurface materials will undergo a combination of tests that will include particle-size analyses, plasticity determinations, and moisture content. Borings located along the proposed alignment of the Bikeway will have one additional soil sample tested and one pavement subgrade soil sample, which will include a complete suite of particle-size analyses, plasticity determinations, and moisture content testing.



Subsurface Exploration Report

DLZ will prepare and submit up to two (2) copies of a geotechnical engineering report that will include the findings, conclusion, and recommendations concerning proposed soil-related design, construction considerations, and earthwork operations. The report will also include statements describing the field exploration and laboratory procedures; the final boring logs; groundwater considerations as they may affect the design, construction, and performance of the project; bikeway pavement (CBR values) and subgrade stabilization recommendations; and other aspects of the soil conditions at the sites that may affect the design or construction of the project. The report will not include designs for either support of excavation or dewatering of excavations.

WATER, STORM, BIKEWAY, AND SIDEWALK CONTRACT DOCUMENTS

Meetings and Coordination

DLZ's Project Manager will coordinate the work with the City's designated representative. The Project Manager will be responsible for scheduling, staffing, cost control, invoicing, and responding to client requests. DLZ understands that Venice Road will be resurfaced in 2021 between Edgewater Drive and Fremont Ave. As a result, we understand that the City desires to construct the proposed improvements in this reach prior to this time. We propose to coordinate work activities with ODOT such that the proposed improvements will not contradict or interfere with ODOT's proposed plans.

Up to two (2) DLZ representatives will attend up to seven (7) meetings with the City and its' representatives during the design phase. The meetings will be held at the Project kickoff, 30% review, 60% review, and 90% review stages, and up to three (3) additional times throughout the design period to refine preliminary routes and discuss design objectives. The meetings will be held at the City's office. DLZ will prepare and distribute meeting minutes.

Contract Documents

DLZ will prepare contract plans (detailed drawings), specifications, and related bidding documents necessary to solicit formal bids for the construction of the water main and storm sewer project. We will prepare documents for only one (1) bid package. Plans and specifications (contract documents) will be prepared in general conformance with the standards and requirements of the City of Sandusky's current design policies and practices for constructing waterlines and storm sewers in the City.

DLZ will prepare 22" x 34" plan drawings for the water and storm sewer improvements using AutoCAD 2016 (or later version) software. The plan view shall show street right-of-way, property lines, property owners, permanent parcel numbers, and field established topographic and utility information within the right-of-way and/or easements. Quantities will be tabulated and shown in the Bid Form.

Design and plan preparation services will include the following:



- DLZ will prepare one (1) plan title sheet, including a vicinity map and signature blocks.
- DLZ will prepare up to four (4) general note sheets, one legend sheet, and one index sheet.
- DLZ will prepare a schematic plan/key map of the overall work limits at a 1"=500' or smaller scale.
- DLZ will prepare survey control reference sheets.
- DLZ will prepare stormwater pollution prevention plans (SWPPP) with temporary stormwater best management practices (BMP's) to meet the conditions of the OEPA Construction General Permit (CGP). SWPPP items in the scope of work include:
 1. Up to eight (8) stormwater pollution prevention site plans at a 1"=40' horizontal scale.
 2. Up to two (2) enlarged stormwater pollution prevention site plans at a 1"=20' scale.
 3. Up to two (2) stormwater pollution prevention detail sheets.
 4. One (1) stormwater pollution prevention project data and notes sheet.
 5. One (1) SWPPP book containing information required by Part III.G of the CGP.
 6. One (1) Ohio EPA Notice of Intent (NOI) to be covered under the CGP.
 7. One (1) SWPPP review meeting with the City.
 8. One (1) site field visit.
 9. SWPPP quantities and cost estimates.

DLZ interprets the project to be a linear construction project. Per the ODOT L&D Manual Section 1116.1, treatment is not required for areas where sheet flow off the roadway continues to flow outside of the ODOT right-of way. Therefore, post-construction storm water management requirements as described in Part III.G.2.e of the OEPA Construction General Permit shall not be included. The following SWPPP items are **not** included in the scope of work:

1. Post-construction BMP design.
 2. SWPPP specifications beyond what is provided in the ODNR Rainwater and Land Development Manual.
 3. Design of sediment traps or basins.
 4. Design of stream utility crossings.
 5. SWPPP inspections during and after construction.
 6. SWPPP review fees.
 7. NOI fee.
- Once the basemap is complete, up to two (2) DLZ representatives will conduct a one-day field review of the mapping to field check it, identify potential conflict points, and begin the assessment of the bikeway/sidewalk/bikelane locations.
 - DLZ will prepare typical pavement sections for the bikeway and sidewalk improvements (2 sections total).



- DLZ will prepare Maintenance of Traffic notes which will address construction staging and reference ODOT's standard temporary signal detail.
- For the bikeway, water, and storm sewer improvements, DLZ will prepare plan-profile sheets at a 1" = 20' horizontal and 1" = 5' vertical scale. The water improvements will be shown on separate sheets to avoid congestion of callouts. For sidewalk improvements and for water improvements on Venice Road between Edgewater Ave. and Tiffin Ave, the profile view will be omitted, and information will be shown on 1" = 20' horizontal scale plan views only. The plans will show layout data, stationing, elevations, right-of-way lines, adjacent property owners, street names, sewer invert elevations, and other pertinent information.
- DLZ will review storm sewer CCTV reports and tapes provided by the City to determine the location of connections to the existing storm sewer system that need to be transferred to the new storm sewer system.
- For the bikeway and storm sewer improvements along Venice Road between Freemont Ave. and Edgewater Ave., DLZ will prepare cross sections (approximately 7 per sheet) at 1" = 5' horizontal and vertical scales. The cross sections will be taken at approximate 50' intervals. They will show existing and proposed centerline elevations, cross slopes, drain pipes, and utilities.
- DLZ will prepare driveway profiles at 1" = 5' horizontal and vertical scales for approximately 49 driveways along Venice Road.
- DLZ will prepare drainage profiles at a 1" = 5' horizontal and 1" = 5' horizontal scale for inlet pipe outlets that are not depicted on the cross sections.
- DLZ will prepare structural plans for the "rub rail" at the Cold Creek Bridge, which will include a site plan at 1" = 20' or smaller scale, structural general notes, a transverse bridge section, railing plans and elevations, and railing details.
- DLZ assumes that the existing pavement markings may be damaged in some locations by the construction of the storm sewer system and waterline. We will provide general notes and quantities to allow the Contractor to repair these markings. DLZ will prepare detailed signing and pavement marking plans at a 1" = 20' or smaller scale for the proposed bikeway/sidewalk on Venice Road only. These plans will display proposed markings and signs for these new features. They will also include mid-block or additional street crossings that the City may want to add along Venice Road.
- DLZ will prepare standard City-furnished standard details and notes for such items as fire hydrants, service connections, blow-off manholes, thrust blocks, trench details, manhole details, etc. DLZ will also attach any referenced ODOT standard drawings to the plan set.



- DLZ will prepare a bid form, table of contents, and specification cover sheet for the specification booklet. The City will provide the necessary front-end documents for DLZ's use in preparing the specifications. DLZ will reference ODOT's Construction and Material Specifications, 2016 Edition for technical specifications. We will not prepare separate ODOT-style subsummary sheets as part of the plan set.
- DLZ will prepare quantity estimates and estimates of probable construction cost at the 60%, 90%, and final design stages.
- DLZ will prepare permit applications for the Ohio EPA Permit-to-Install (PTI), for both the water and sewer improvements. The City will sign and transmit permit applications and pay permit fees.
- DLZ will submit .pdf files of the contract documents to the City at the 30%, 60%, 90%, and final review stages of the project. The 30% submittal will include the plan view layouts for the bikeway, sidewalk, storm sewer, and water main improvements, inlet basin locations, and typical sections. The 60% submittal will include general notes, preliminary plan-profiles for the bikeway, storm sewer, and water main improvements, bikeway cross sections, a preliminary cost estimate, draft MOT plans, draft signage and pavement marking plans, draft SWPPP plans, and draft project notes and specifications. The 90% submittal will include updated versions of the 60% documents advanced to a substantially complete stage for the City's final review. The final submittal will include contract documents that are ready for bidding. No hard copies of submittals will be provided at any of the review stages or for the final submittal. For each review stage, DLZ will respond to the City's review comments and incorporate them into the documents, as necessary.
- DLZ will submit plans to the OUPS member utility companies at the 60%, 90% and final stages. We will also respond to utility company inquiries, and note their review comments.
- One DLZ representative will attend one City annual open house. For the open house, we will prepare 1-2 panel boards showing a plan view of the proposed improvements.

DLZ anticipates that the following plan sheets will be prepared for this project.

Title Sheet (1)

General Plan and Index Sheet (1)

Schematic Plan (1)

Survey Control Sheets (4)

Stormwater Pollution Prevention Plan Sheets (13)

Roadway General Notes (4)

Typical Sections (Venice Road Only) (1)

Maintenance of Traffic Notes (3)

Plan and Profile Sheets - Venice Road from Freemont Ave. to Edgewater Ave. (12)

Plan and Profile Sheets - Edgewater Ave (4)

Plan and Profile Sheets - Sagamore/Elwood/Weurtz/Linden (5)



Plan-Plan Sheets- Venice Road from Edgewater Ave. to Tiffin Ave. (5)
Cross Sections at 50' intervals- Venice Road west of Edgewater Ave. (7 per sheet), (17)
Driveway Profiles (Venice Road Only, 10 per sheet) (5)
Drainage/Trench Details (2)
Drainage Profiles (4)
Cold Creek Bridge Plans and Details (5)
Signage and Pavement Marking Plans (7)
Water Note Sheets (2)
Water Plan and Profile Sheets - Venice Road (11)
Water Plan and Profile Sheets – Edgewater Ave (2)
Water Plan and Profile Sheets - Sagamore/Elwood/Weurtz/Linden (5)
Water Plan and Profile Sheets, 1" = 20' Horizontal Scale- Cross Connections (2)
Water Plan-Plan Sheets- Venice Road from Edgewater Ave to Tiffin Ave (5)
Water Details (3)
Total of 124 sheets

BID ASSISTANCE SERVICES

DLZ will prepare for and attend a pre-bid meeting with City representatives and prospective bidders during the bidding phase of the project. DLZ will prepare minutes of the pre-bid meeting and issue them to the City for their distribution. DLZ will assist the City in responding to bidder's questions and preparing addenda for issuance by the City. We assume that two (2) minor addenda will be required for this project.

SEWER FIELD INVESTIGATIONS (ALLOWANCE)

Under this Allowance, DLZ will conduct sewer field investigations on an as-needed basis, with prior approval of the City. The extent and nature of these services are undefined. The services may include confined space entry inspections, field walk-throughs, or dyed water testing to determine the connectivity of sewer systems that are unable to be determined by conventional topographic surveys or project records.

SUBSURFACE UTILITY INVESTIGATIONS (ALLOWANCE)

Under this Allowance, DLZ will utilize the services of a specialty Subconsultant to perform ASCE Level A or B field subsurface utility investigations on an as-needed basis, with prior approval of the City. The extent and nature of these services are undefined. The subsurface utility investigations may be needed to determine the horizontal and vertical locations of key underground utilities that may conflict with planned improvements.



ITEMS TO BE PROVIDED BY THE CITY

- The City will provide DLZ with one copy all available existing drawings, studies, and reports pertaining to the project.
- The City will pay all bid advertising and permit fees, including the OEPA Permit-to-Install review fee.
- The City will prepare legal descriptions and pay the costs for acquiring permanent or temporary easements, work agreements, or land acquisitions required for construction of the project.
- The will provide DLZ with one Word copy of all required front-end specification documents including General Conditions, Supplementary General Conditions, EEO Forms, Bid Guarantee Forms, Bid Instructions, Forms of Contract, and Wage Rates.
- The City will provide review comments to DLZ in a timely manner.
- The City will provide and pay all costs for reproducing and issuing bid sets and addenda.
- The City will provide closed circuit television (CCTV) inspection reports and videotapes for the storm sewers that are to be replaced within the project limits.
- The City will perform hydraulic design of the water system, including pipe sizing and air relief requirements.

ITEMS NOT INCLUDED IN THE PROPOSAL

In addition to those work tasks excluded from our Scope of Services as described herein, following is a list of other items of work that are not included in our Scope of Services:

- The design of a potential bikeway along Fremont Ave and Monroe Street from Venice Road to Lions Park.
- The design of sewer outfalls or sewer systems beyond the limits of the roadway right-of-way. We assume the existing storm sewer pipes downstream of the tie-in points along Venice Road, Edgewater Avenue, and elsewhere have sufficient capacity to handle the design storm flows.
- The preparation of multiple bid packages for construction. Our proposal assumes that contract documents will be prepared for only one construction contract.
- Street lighting, streetscaping, landscaping plans, or landscape architecture services.
- Environmental, wetland, cultural resource, or historical-architecture studies.



- Preparation for or participation at public meetings.
- Destructive or non-destructive material testing.
- The design of cathodic protection systems.
- The services of a graphic artist to perform renderings or artistic interpretations of proposed improvements.
- Appraisals, estimates of property acquisition costs, or discussions with private property owners.
- The preparation of legal or property descriptions for easements or property takes.
- Hydraulic or flood evaluation studies.
- Traffic studies.
- Grant or funding research and/or applications for funding.
- The preparation of utility relocation plans other than the storm sewer and water improvements that are included in this Scope of Services.
- Construction inspection or construction administration services.
- Legal reviews, expert testimony, or other specialty services.

SCHEDULE

DLZ assumes the following schedule for this project:

Complete Survey and Mapping (West End of Project): 8 weeks from NTP

Complete Survey and Mapping (Entire Project): 13 weeks from NTP

Complete 30% Design Documents: 21 weeks from NTP

Complete 60% Design Documents: 41 weeks from NTP

Complete 90% Design Documents: 53 weeks from NTP

Complete 100% Design Documents: 57 weeks from NTP

The above schedule assumes that the City will provide review comments on all submittals within 3 weeks of their submission. If NTP is issued to DLZ in the fall of 2017, the above schedule allows for design completion in late 2018, and construction of the improvements in 2019/2020 in advance of ODOT's proposed resurfacing in 2021.

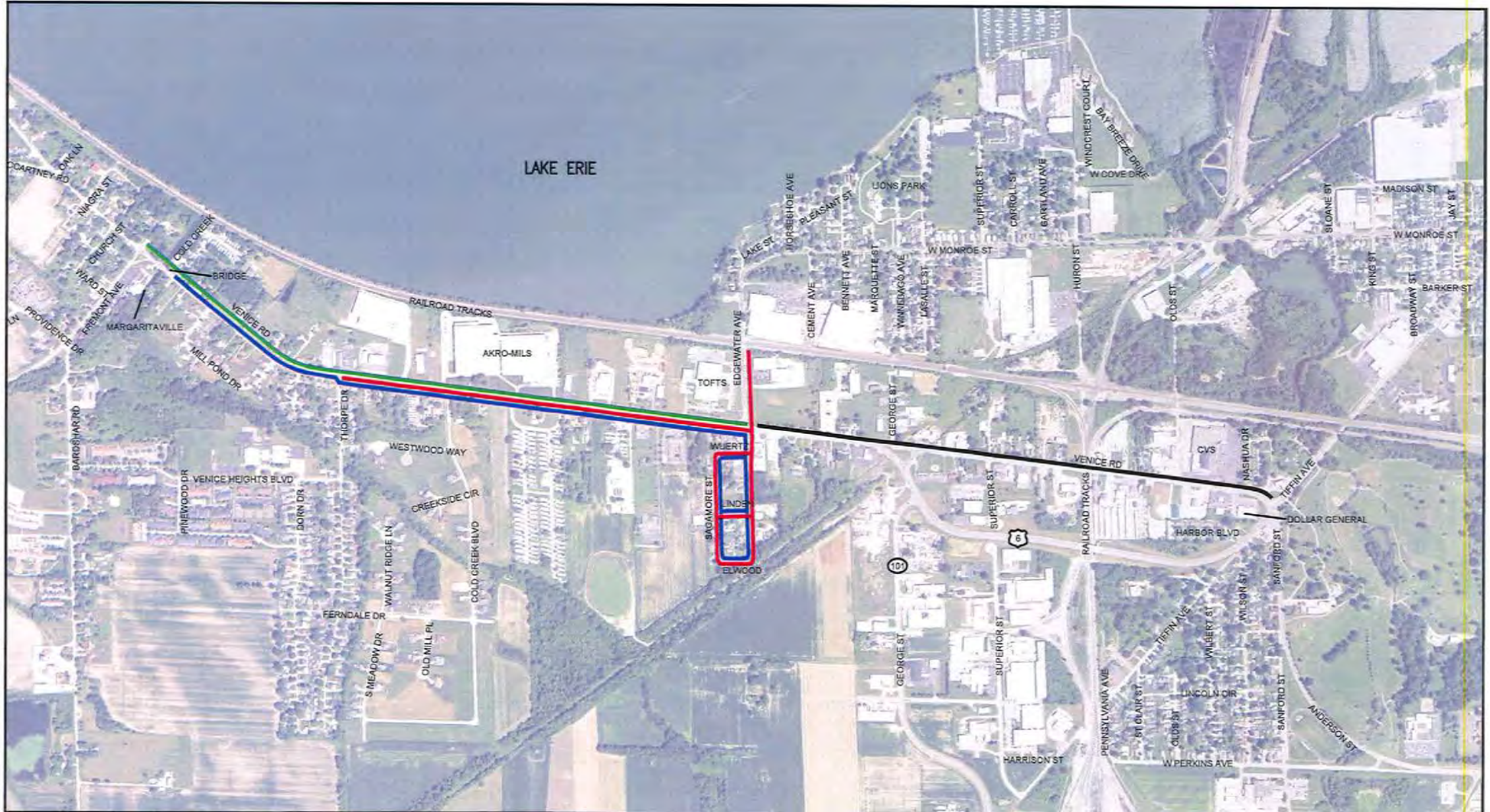


FEE DERIVATION

DLZ's proposed fee for the services described herein is as follows:

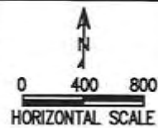
Task	Hours	Avg. Hourly Labor Rate	Labor Fee	Expenses	Total
Survey and Mapping	686	\$103.19	\$70,790	\$5,027	\$75,817
Geotechnical Investigation	168	\$90.17	\$15,149	\$28,234	\$43,383
Contract Documents	4184	\$110.90	\$463,992	\$1,708	\$465,700
Bid Assistance	17	\$161.95	\$2,753	\$80	\$2,833
Sewer Field Investigations (Allowance)	—	—	\$6,500	\$500	\$7,000
Subsurface Utility Investigations (Allowance)	—	—	\$400	\$6,000	\$6,400
Totals	5055	\$110.72	\$559,584	\$41,549	\$601,133





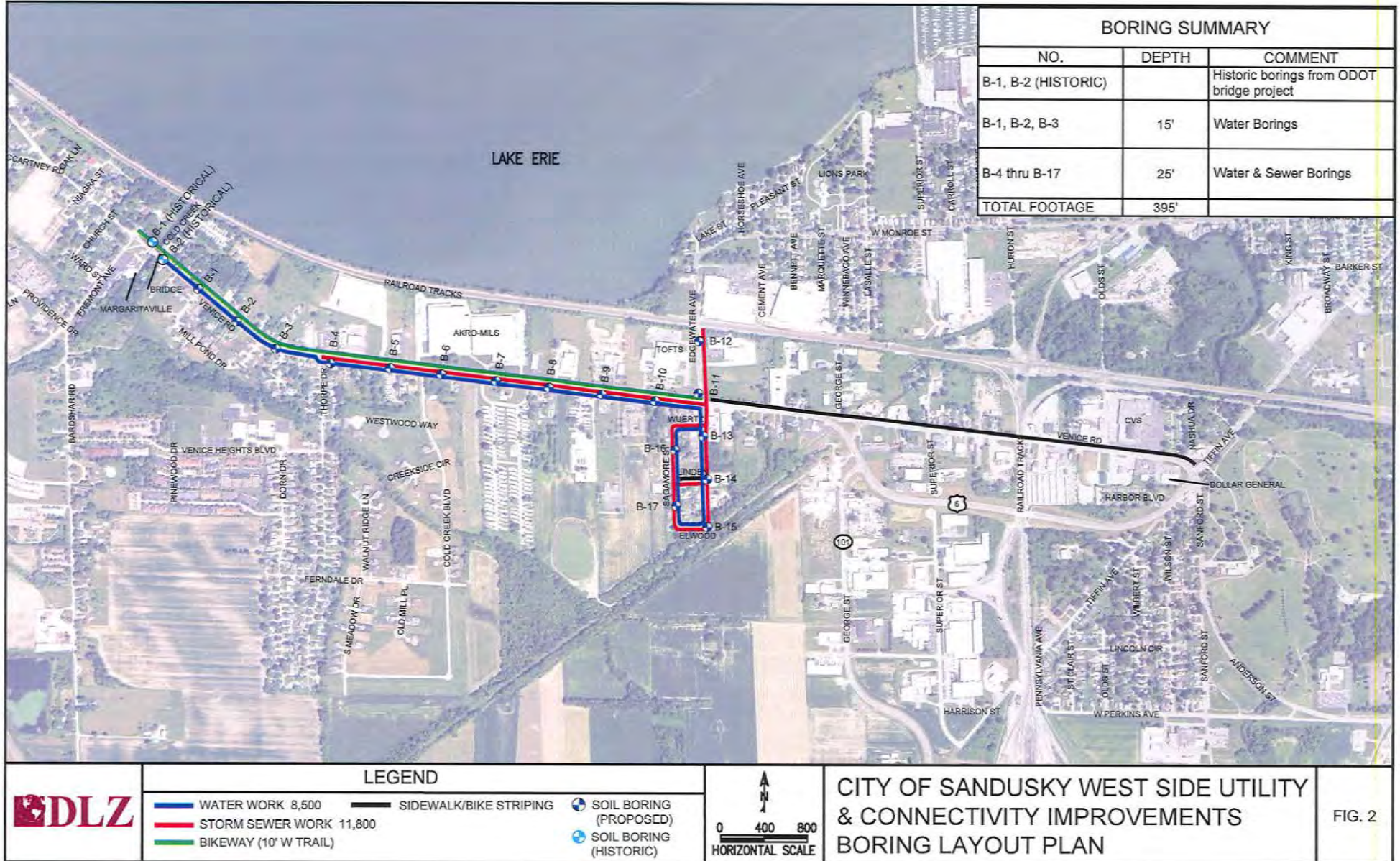
LEGEND

- WATER WORK
- STORM SEWER WORK
- BIKEWAY (10' W TRAIL)
- SIDEWALK/BIKE STRIPING



CITY OF SANDUSKY WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT SUMMARY

FIG. 1



BORING SUMMARY		
NO.	DEPTH	COMMENT
B-1, B-2 (HISTORIC)		Historic borings from ODOT bridge project
B-1, B-2, B-3	15'	Water Borings
B-4 thru B-17	25'	Water & Sewer Borings
TOTAL FOOTAGE	395'	



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 28, 2017

Subject: **Commission Agenda Item- Professional Design Services Agreement with Arcadis U.S., Inc.**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement for the design of the Cedar Point Water Main Improvements project with Arcadis U.S., Inc.

BACKGROUND INFORMATION: There is an existing sixteen-inch (16") water main from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee. Over the last several years this existing water main has experienced multiple breaks along three different sections.

The first section was successfully replaced on an emergency basis in 2016.

In an ongoing effort to provide a reliable source of potable water for Cedar Point and the residents along the Chasussee, the City has selected Arcadis U.S., Inc. to provide design services for the improvement of two sections of the existing water main along the Causeway. The first design and construction project will be starting at the First Street and Cedar Point Causeway intersection and proceeding approximately three hundred feet (300') northerly. This project will involve removing older valves, sections of smaller mains and other potential problems at this location. This section of pipe experienced a break on a bypass line last winter. This construction is expected to be performed prior to Cedar Point Park opening in May 2018. The second design and construction project will involve replacing the twelve (12") water main on and in the vicinity of the High Bridge on the Causeway. This most recent water main break involved this section of pipe in 2016, but a second break occurred several years prior. This construction is expected to occur between November 2018 and prior to the park opening in May 2019. Two separate sets of plans and construction projects will be anticipated.

Arcadis U.S., Inc. was the top ranked design firm to perform the design of the Cedar Point Causeway Water Main Improvement Project based on the 2016 – 2017 Biennial Request for Statements of Qualifications process. Arcadis U.S., Inc. has extensive experience with the water distribution system for the City of Sandusky and Cedar Point and the most qualified for the design aspects of this project. A final Scope of Services (SOS) is attached to the legislation as Exhibit "A".

In addition to the reconstruction efforts, the City has field located each valve utilizing GPS and developed internal procedures and policies during water main breaks along these two sections of pipe. These efforts and the proposed projects are critical since the only backup supply loop is a smaller main connected to the county's water line on Cleveland Road outside the city. This main is not capable of supplying the demand necessary for the residents and for continuing business operations during an

emergency situation. The new water tower installed at the Cedar Point facility is designed mostly for fire suppression during such an event. Staff has worked with and will continue to work with Cedar Fair throughout this process.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$82,000.00 to be paid with Water Funds. The design costs are split between the First Street area cost of \$27,000.00 and the High Bridge cost of \$55,000.00

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Cedar Point Causeway Water Main Improvement Project with Arcadis U.S., Inc. in the amount of \$82,000.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design and construction of this project during the 2018 construction season.

I concur with this recommendation:

Eric Wobser

City Manager

Aaron Klein, P.E.

Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ARCADIS U.S., INC. OF TOLEDO, OHIO, FOR THE CEDAR POINT WATER MAIN IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, there is an existing sixteen-inch (16") water main from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee and over the last several years this existing water main has experienced multiple breaks along three (3) different sections and one (1) section was replaced as an emergency in 2016; and

WHEREAS, this Cedar Point Water Main Improvements Project provides for improvements to the other two (2) sections and includes the removal of older valves, sections of small mains, and other potential problems to the section starting at the First Street and Cedar Point Causeway intersection and proceeding approximately 300 feet north with the construction expected to be performed prior to Cedar Point Park opening in May of 2018, and the replacement of the 12" water main to the section on and in the vicinity of the High Bridge on the Causeway which the construction is expected to occur between November of 2018 and prior to the Park opening in May of 2019; and

WHEREAS, Arcadis U.S., Inc. will be providing professional services for the preliminary and final design for the two (2) sections of water main along the Cedar Point Causeway in two (2) separately bid construction contracts and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Arcadis U.S., Inc. was selected as the top-ranked design firm for the Cedar Point Water Main Improvements Project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with the water distribution systems for the City and Cedar Point; and

WHEREAS, the cost of the professional design services is \$82,000.00 and will be paid with Water 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 proceed with the design so construction can be performed during the 2018 construction season; 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 an agreement with Arcadis, U.S., Inc., of Toledo, Ohio, for Professional Design Services for the Cedar Point Water Main Improvements 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 adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Eighty Two Thousand and 00/100 Dollars (\$82,000.00).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2017, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and Arcadis U.S., 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 services for the following project (the "Project"):

Project Name: Cedar Point Water Main Improvement Project

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: Arcadis U.S., Inc.
Contact: Tim Harmsen
Address: One Seagate, Suite 700
Toledo, OH 43604

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of eighty-two thousand dollars (\$82,000.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred

upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 419-473-2108. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

Arcadis U.S., Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Cedar Point Water Main Improvement Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio 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.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount

Mr. Aaron Klein, PE
Director of Public Works
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Arcadis U.S., Inc.
One SeaGate
Suite 700
Toledo
Ohio 43604
Tel 419 473 1121
Fax 419 473 2108
www.arcadis.com

Subject:
Proposal for Engineering Services – Cedar Point Causeway
Water Main Improvements

WATER RESOURCES

Dear Mr. Klein:

Date:
November 20, 2017

We are pleased to submit this proposal to provide the City planning and design engineering services for improvements to two sections of the City's water main along the Cedar Point Causeway.

Contact:
Tim Harmsen

BACKGROUND

Phone:
419.213.1621

The City wants to improve the following two sections of water main along the Cedar Point Causeway in two separately bid construction contracts:

Email:
tim.harmsen@arcadis.com

- Replace about 300 feet of 16-inch water main from its connection to an existing 24-inch main on First Street out along the Causeway. This replacement is aimed at eliminating the older valves, smaller mains and other potential problems at this location. This construction is expected to be performed prior to Cedar Point Park opening in May 2018.
- Replace the 12-inch water main on and in vicinity of the High Bridge on the Causeway. Preliminary field investigations indicate the existing water main supports from the bridge are in poor condition and likely require repair and/or replacement. As such, restoring the existing 12-inch water main by installing a cured in place liner in it does not appear to be a feasible option as the water main itself will have to be removed or relocated to address the poor condition of the supports. Replacement appears to be the most feasible option. Replacement alternatives relative to size and location will need to be evaluated as part of the design. This construction is expected to be performed between November 2018 and prior to Cedar Point Park opening in May 2019.

Our ref:
66003080.0019.WRN0

PROPOSED SCOPE OF SERVICES

We propose the following scope of services in order to develop construction plans and specifications for each of the two construction projects proposed.

Preliminary Design

Tasks Common for both Projects:

1. Obtain and review information for the existing and proposed route of the water main available from the City and other affected facility owners, including:
 - a. available drawings for all existing site surface and subsurface facilities, water mains, sewers and other utilities.
 - b. property mapping including easements for the existing water main,
2. Perform field reconnaissance of site.
3. Review existing geotechnical and subsurface investigation information available from the City. No geotechnical subsurface investigations and analyses are planned. Should it be determined that additional investigations are required, the City will be responsible for all related investigation costs.
4. Lead a conceptual design meeting with City representatives to discuss reviewed project information and field reconnaissance findings, and review and confirm the scope of the project, scope of engineering services, and the project goals, objectives and schedule; all leading to a conceptual plan for the project.
5. Meet with the City and Cedar Fair representatives to discuss the availability and necessity of rights-of-way/easements for the existing and proposed water main, proposed location of water main, construction scheduling, traffic control, water outage limitations/alternative water source(s), and other relevant design and construction requirements.
6. Investigate and confirm with OEPA-Division of Drinking and Groundwaters, OEPA-Division of Surface Water and ACOE the assumption that no permits or approvals are required for the proposed construction projects.
7. Perform a topographic field survey of the proposed water main route. Existing utilities will be located as marked in the field by respective utility companies. Utility research and documentation shall meet or exceed ASCE 38.02 Quality Level C. Routes of existing water mains will be field marked by the City. No utility locations services are proposed. Survey work will be prepared using US State Plane Coordinate System (horizontal) and based on NAVD88 (vertical) unless other control points or benchmarks are provided. The City will arrange for access onto public and private property as required to perform the field survey.
8. Develop and provide preliminary construction plans.
9. Develop and provide a preliminary probable construction cost.
10. Meet with City and Cedar Fair representatives to review and discuss the preliminary plans. Obtain City approval and direction to proceed with the Final Design
11. Neither project is anticipated to require OEPA-Division of Drinking and Groundwater approval; and therefore, no efforts to obtain this approval are included.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

12. Neither project is anticipated to require OEPA 401/ACOE 404 or ACOE Nationwide Permit applications; and therefore, no efforts to obtain these permits are included.
13. An additional (rights-of-way) easement on Cedar Fair property may be required for at least the Causeway Water Main Replacement from First Street project, but efforts to develop such easement description(s) and plot(s) are not included in this proposal. Once requirements are ascertained during design, a separate proposal will be provided for easement description(s) and plot(s) development.
14. No landscaping plan development is included.

High Bridge Water Main Replacement Tasks:

15. Review bridge record drawings and inspection reports available from Cedar Fair. Determine if any proposed bridge repairs become or should be an element of this water main replacement project to insure the integrity of the improved water main being supported from the bridge. No efforts to design and include bridge repair requirements in the construction documents are included.
16. Perform a topographic field survey, a detailed bridge structure dimensional field survey and bridge condition field inspection in the vicinity of the existing water main on the bridge to the extent necessary to facilitate the design of the replacement of the water main and/or its supports. Field surveys and inspection will be performed from ground or bridge access points (i.e., not from the water) requiring at least one northbound lane of the Causeway roadway to be shut down. The City and/or Cedar Fair will take all necessary measures including providing traffic control devices for this lane closing.
17. Evaluate the available space and location (between bridge girders for up to 16-inch size) for the water main replacement. It is assumed the new water main (carrier pipe) will be placed in a steel casing pipe similar to the existing.
18. Issue a Technical Memorandum concerning the integrity of the existing water main supports and a preliminary design for the new water main supports from the bridge; also siting any required or suggested related bridge repairs to insure the integrity of the new water main.

Final Design

Tasks common for both projects:

1. Upon City approval of the preliminary design proceed with the development of detailed plans and technical specifications depicting and specifying all requirements for construction. Plans for the water main route will include plan and profile view with the watermain designed to be laid to grade.
2. Develop and provide standard CSI formatted 16-Division Technical Specifications. City standard conditions (i.e., bidding forms, general conditions, contract form, bond forms, etc.) will be revised and utilized as applicable. Special conditions will be developed as required to amend or supplement the general conditions.
3. Submit plans to affected utilities for review and coordination of protection or relocation requirements.
4. Develop and provide an updated probable construction cost.
5. Meet with City and Cedar Fair representatives to review and discuss the final plans. Incorporate comments on final plans and ready plans and specifications for construction contract advertisement.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Causeway Water Main Replacement from First Street Tasks:

6. Review of construction issues and development of general construction sequencing and facility shut-down plan.

High Bridge Water Main Improvement tasks:

7. Review of construction issues and development of general construction sequencing, traffic control plan and facility shut-down plan.

Schedule

ARCADIS will commit the necessary resources to meet the following anticipated schedule for each of the projects:

Causeway Water Main Replacement from First Street

Provide preliminary construction plans and a probable construction cost for City review within 30 days of City's authorization to proceed. Provide final construction plans and specifications and updated probable construction cost for City review within 30 days of City approval to proceed with final design.

High Bridge Water Main Improvement

Provide preliminary construction plans and a probable construction cost for City review within 45 days of City's authorization to proceed. Provide final construction plans and specifications and updated probable construction cost for City review within 45 days of City approval to proceed with final design.

Engineering Fee

Our estimated not-to-exceed cost reimbursement multiplier fee to complete the described design engineering services for the Causeway Water Main Replacement from First Street project and the High Bridge Water Main Improvement project are \$27,000 and \$55,000, respectively.

Scope of services and fees to assist in the bidding and construction phases, and provide resident inspection services can be provided following design or upon request by the City.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Aaron Klein, PE
November 20, 2017

If you have any questions, please do not hesitate to call me. We appreciate the opportunity to assist the City with this project.

Sincerely,

Arcadis U.S., Inc.



Timothy A. Harmsen
Project Manager

Copies:

Ms. Jane Cullen, City of Sandusky

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 28, 2017

Subject: **Commission Agenda Item- Professional Design Services Agreement with Jones & Henry Engineers, Ltd.**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement for the design of the Pier Track Pump Station and Farwell Pump Station Improvements Project with Jones & Henry Engineers, Ltd.

BACKGROUND INFORMATION: The City of Sandusky operates a sewer pump station along the eastern side of Cedar Point Road between Cleveland Road and First Street in the eastern area of the City known as the Pier Track Pump Station. The Pier Track Pump Station was built in the late 1950's. The last major improvement that was completed on the station was in 1982 which included replacing one of the three existing pumps with a new Fairbanks Morse pump and electrical improvements. With guidance from city staff, the consultant will analyze, plan and design all improvements and equipment required to replace all three existing pumps including a new generator.

The second sewer pump station is called Farwell and is located along Farwell Street between Second and First Streets. The original Farwell Pump Station was also built in the late 1950's. The last major improvement to the original station was completed on the station in 1982 which included replacing one of the four existing pumps with a new Fairbanks Morse pump and electrical improvements. This work was done at the same time as the Pier Track work. In 2015, the City of Sandusky began a construction contract with Underground Utilities, Inc. for the East End Sewer Improvement Project which included the new Farwell Supplemental Pump Station that is located adjacent to the original pump station. The Supplemental Pump Station increases the capacity of the overall lift station during high flows. The new generator installed with the Supplemental Pump Station Project was sized to handle both generator needs of the existing older station and the new Supplemental station. No improvements were done in 2015 on the older existing portion of the station.

The scope of services will include the following components for both pump stations:

- Review previous analyses and inspections
- Propose and analyze existing conditions of the station, including but not limited to electrical, mechanical, structural, SCADA system, existing piping
- Provide construction schedule and cost estimates
- Provide schedule for future improvements not immediately required, if any
- Develop construction drawings and specifications including applicable permits such as EPA and building permits
- Ability to provide some construction oversight, as needed (under separate contract)

A request for Qualifications (RFQ) for the Pier Track Pump Station and Farwell Pump Station Improvements Project directed consultants to submit qualifications to the Department of Public Works by June 30, 2017. Eight (8) submittals were received and an internal review and numerical evaluation were completed of all submittals by City Staff. The top five consultants were selected and provided presentations to City staff on August 2nd. It was determined Jones & Henry Engineers, Ltd was the most qualified and was ranked number one because of their past experience and knowledge of the City's sewer system and pump stations. A Scope of Services (SOS), dated November 22, 2017 and an agreement for professional design services, is attached to the legislation as Exhibit "A".

These two improvements are required by the Ohio Environmental Protection Agency (EPA) per negotiations related to the CSO General Plan and detailed in the existing amendments to the City's NPDES permit.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$218,000.00 to be paid with Sewer Funds. The design costs of \$198,000.00 are split equally between the Pier Track Pump Station and the Farwell Pump Station. The remaining \$20,000.00 fee is also split equally between the two pump stations for the completion of a facility plan requirement of the WPCLF loan application. City Staff reviewed with Jones & Henry, Ltd. the merits of applying for an Ohio Water Development Authority (OWDA) loan vs an Ohio Water Pollution Control Loan Fund (WPCLF) loan. The 0% WPCLF loan is estimated to result in an interest cost saving over the life of the loan of about one million dollars compared to an OWDA loan at the current market rate.

In addition to this WPCLF loan, the City will seek appropriate reimbursement from Erie County as per the terms of the existing Sewer Services Agreement and associated amendments.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Pier Track Pump Station and Farwell Pump Station Improvements Project with Jones & Henry Engineers, Ltd. in the amount of \$218,000.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design and the bidding of both pump stations by the end of the 2018 calendar year in order to meet the requirements of the Ohio EPA Consent Order for planned improvements to these two pump stations. Both stations need to have the upgrades completed and operational by December 1, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH JONES & HENRY ENGINEERS, LTD., OF TOLEDO, OHIO, FOR THE PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

WHEREAS, the improvements to the Pier Track and Farwell Pump Stations are required by the Ohio Environment Protection Agency (EPA) pursuant to negotiations related to the CSO General Plan; and

WHEREAS, Jones & Henry Engineers, Ltd., will be providing professional design services for the Pier Track Pump Station and Farwell Pump Station Improvements Project which includes three (3) phases and are summarized as follows:

- Phase 1 - Preliminary Design
- Phase 2 - Final Design
- Phase 3 - Bidding Assistance

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Pier Track Pump Station and Farwell Pump Station Improvements Project in which eight (8) submittals were received, evaluated and ranked by a selection committee and the top five (5) firms were selected and provided presentations to the committee and based upon the firm's expertise, past experience and knowledge of the City's sewer system and pump stations, it was determined Jones & Henry Engineers, Ltd. was the most qualified; and

WHEREAS, the total cost of the professional design services is \$218,000.00 and will be paid with Sewer Funds and the City will be applying for a zero interest loan from the Ohio Water Pollution Control Loan Fund (WPCLF) to finance the project; 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 immediately proceed with the design to allow the project to be bid by the end of calendar year 2018 and in order to meet the requirements of the Ohio EPA Consent Order for planned improvements to the Pier Track and Farwell Pump Stations; 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 an agreement with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for Professional Design Services for the Pier Track Pump Station and Farwell Pump Station Improvements 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 an amount **not to exceed** Two Hundred and Eighteen Thousand and 00/100 Dollars (\$218,000.00).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017

**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2017, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and Jones & Henry Engineers, Ltd. (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:	Pier Track Pump Station and Farwell Pump Station Improvements
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Jones & Henry Engineers, Ltd.
Contact:	Joseph A. Hotz, P.E.
Address:	3103 Executive Parkway Suite 300 Toledo, Ohio 43606

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the

applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. **Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. **Instructions to Contractors.** All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. **City's Requirements.** The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. **Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. **Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. **Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of two hundred and eighteen thousand dollars (\$218,000.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. **Mediation.** Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. **Notice and Filing of Requests.** Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. **Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. **Meeting with Authorized Representative.** If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. **Appeal to Commission.** If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. **Delegation.** No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. **Performance.** The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by

facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (419) 473-8924. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. **Emergencies.** In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. **Change of Address.** The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. **Independent Contractor.** The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

Jones & Henry Engineers, Ltd.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Pier Track Pump Station and Farwell Pump Station Improvements

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio 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.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



Jones & Henry Engineers, Ltd.

3103 EXECUTIVE PARKWAY, SUITE 300, TOLEDO, OHIO 43606 • 419/473-9611
www.jheng.com Fax • 419/473-8924

November 22, 2017

Jane Cullen, P.E.
Project Engineer
Department of Public Works
222 Meigs Street
Sandusky, Ohio 44870

Subject: City of Sandusky, Ohio
Pier Track Pump Station and Farwell Pump Station Improvements
Scope of Engineering Services

Dear Ms. Cullen:

Jones & Henry has prepared a scope of engineering services for the Pier Track Pump Station and Farwell Pump Station Improvements.

Statement of Understanding

The Project has two distinct parts, The first part being improvements to the Pier Track Pump Station, and the second part being improvements to the main Farwell Pump Station.

The **Pier Track Pump Station** was constructed in 1958 as part of the City's interceptor sewer system. It is a wet-pit / dry-pit pump station with a reinforced concrete sub-structure and a brick super-structure. The pump station has three pumps: two Fairbanks-Morse pumps rated at 2,080 gpm with vertical drive shafts connected to 15 hp motors at the ground level, and one Fairbanks-Morse pump rated at 1,050 gpm with vertical drive shaft connected to 10 hp motor. The power supply is 240 volt / 3-phase. The pump station discharges through a 16-inch DIP force main to the gravity sewer in Farwell Street.

The last major improvement to the pump station was done in 1982 when Pumps 1 and 2 were replaced with larger Fairbanks-Morse pumps and the associated valves and piping were increased. The pump station has been well-maintained over the years, but with almost 60 years of service, there is need for major improvements in the pumping equipment, piping, electric gear, controls and instrumentation, SCADA, the standby generator, and support systems.

As part of the pump station upgrade, it is necessary to consider increasing the pumping capacity to handle the current wet-weather flow and reduce or eliminate overflow events at the pump station. The problem with excessive wet-weather flow has been reduced significantly by the recent East End Sewer project that diverted the Remington Avenue Sewer from Pier Track Pump Station directly to the Farwell Sewer/Farwell Pump Station.

There is a likelihood that the pump station will be abandoned in the future and replaced with a new trunk sewer as part of the new cross-town pump station and force main included in the City's General Plan. The planned cross-town pump station wet well will be deep enough to receive flows from a new trunk sewer that would convey the flows that are now pumped by the Pier Track Pump Station to the Farwell Pump Station. This will eliminate the need for the Pier Track Pump Station. The cross-town pump station and



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November 22, 2017
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force main are scheduled to be completed December 1, 2020. The scheduled improvements included in the General Plan need to be considered in the design of the Pier Track Pump Station Improvements. The compliance schedule in the Updated General Plan also requires the Pier Track Pump Station Upgrades to be operational by December 1, 2020.

The **Farwell Pump Station** was also constructed in 1958 as part of the City's interceptor sewer system. It is a wet-pit /dry-pit pump station with a reinforced concrete sub-structure and a brick super-structure. The pump station has four pumps- two Fairbanks-Morse pumps rated at 4,160 gpm with 30 HP motors at the ground level, one Fairbanks-Morse pump rated at 3,120 gpm with a 20 HP motor, and one Fairbanks-Morse pump rated at 4,700 gpm with a 25 HP motor. All pumps have line shaft drives with motors on the first floor. The power supply is 240 volt / 3-phase. The pump station discharges through a 30-inch DIP force main to the interceptor sewer in First Street. The last major upgrade of the pump station was done in 1982 when Pump No.1, 4,700 gpm, was added.

The pump station has been well maintained over the years, but with almost 60 years of service, there is a need for major improvements in the pumping equipment, piping, electric gear, controls and instrumentation, SCADA, the standby generator, and support systems. The discharge capacity of the Farwell Pump Station is limited by the capacity of the 36-inch interceptor sewer in First Street and Cedar Point's discharge to the interceptor near the same location. The power to the pump station will be converted to 480 volt / 3-phase to utilize the new 480-volt generator installed with the Supplemental Pump Station in 2016 and sized to accommodate the Farwell Pump Station.

The compliance schedule in the General Plan Update also requires the Farwell Pump Station Upgrades to be operational by December 1, 2020.

Our approach to the design of the Pier Track and Farwell Pump Stations Improvements will be based on the scope of services included in the RFQ. We intend to develop the design, and prepare the bid package as one project encompassing both pump stations.

Scope of Services for Pier Track and Farwell Pump Stations Improvements

Phase 1 - Preliminary Design

- Conduct the initial meeting with City personnel to review project scope, prepare an initial list of improvements for each pump station, review the project schedule and establish milestone dates, and discuss project funding.
- Review available flow data along with SCADA information to develop flow ranges for design of replacement pumps at each pump station.
- Conduct a detailed site inspection of both pump stations with City personnel.
- Prepare a project memorandum to identify observed deficiencies in each pump station and record various requirements and criteria noted by the City and distribute memo to City and J&H project team.
- Conduct topographic survey of each pump station site in the City's standard vertical and horizontal coordinate systems. Locate any existing property pins on each site.



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- Determine flow rates of influent sewers to the pump stations, downstream hydraulic capacity of the force mains and receiving sewers, and pumping requirements to establish the basis of design for pumping improvements at each pump station.
- Identify needed improvements in each pump station considering the pumping equipment and piping to meet the basis of design, as well as power supply, electrical systems, instrumentation and control, HVAC, lighting, building features, and superstructure.
- Discuss acceptable types and manufacturers of pumps and support equipment with the City.
- Identify specific equipment, equipment layouts, and control programs that need to be standardized to existing systems.
- Determine required upgrades to the SCADA system at both pump stations through a meeting with the City's SCADA integrator.
- Prepare initial design of improvements including sizing and layout drawings of all planned improvements for each pump station.
- Specific design considerations and features for each pump station:

Pier Track Pump Station

Consider the planned improvements in the General Plan Update Addendum 2014, specifically, the future cross-town pump station and force main that will eliminate the need for the Pier Track Pump Station. Develop a plan for the pump station improvements that addresses the immediate needs of the pump station and minimizes the installation of equipment and materials that may be abandoned before the end of their useful life.

To reduce or eliminate overflow events at the Pier Track Pump Station, evaluate means to maximize the discharge rate of the pump station. To accomplish this, the design will consider pump capacities, wet well capacity, force main hydraulics, and the interaction and transfer time between Pier Track Pump Station and the Farwell Pump Station.

Pier Track Pump Station discharges to the influent sewer to the Farwell Pump Station and Supplemental Pump Station. Therefore, when evaluating means to maximize the discharge rate from the Pier Track Pump Station, the pumping capacity of the Farwell Pump Station and Supplemental Pump Station needs to be considered.

Farwell Pump Station

It may be possible to meet pumping requirements with three new pumps with VFD's instead of four constant-speed pumps as now used.



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- At the City's direction, meet with Cedar Point to discuss the project, and determine what impact the improvements at each station may have on Cedar Point's operation and develop provisions, as needed, to address their concern.
- Develop preliminary plans to accomplish partial or complete bypassing each pump station, and determine if it is practical to implement them. Include utilizing the Farwell Supplemental Pump Station in the bypass plans.
- Prepare a preliminary design report along with preliminary estimate of cost. Submit the report to the City for review and comment.
- Meet with City to finalize the preliminary design report.
- Four meetings total are planned with the City during the preliminary design phase.
- Prepare a facility plan for the project if a low-interest OEPA - WPCLF construction loan is used for project funding. A facility plan is required by OEPA as part of the WPCLF construction loan approval.

Phase 2 - Final Design

- Finalize the design of the improvements for both pump stations' improvements based on the accepted preliminary design.
- Finalize required pumping rate for the replacement pumps at each pump station
- Complete project drawings and specifications. One bid package will be prepared to include the improvements at both pump stations.
- Prepare PTI application and necessary building permit applications.
- Prepare final estimate of costs.
- Submit plans and specifications to the City for review and comment.
- QA/QC.
- Four meetings are planned with the City during final design phase.

Phase 3 - Bidding Assistance

- Provide assistance to the City, as requested, during the bidding of the project.

Schedule

The design of the pump station will be completed in eight months.



Jones & Henry Engineers, Ltd.

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Fee

The estimate fee for the engineering services described above is \$198,000, without preparation of a facility plan for a WPCLF construction loan. Charges for the engineering services during design will be divided equally between Pier Track Pump Station and Farwell Pump Station.

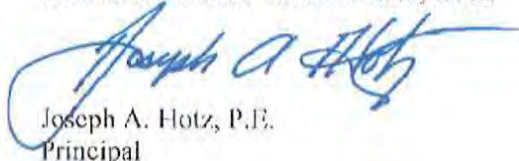
An estimated additional fee of \$20,000 will be included for preparation of a facility plan if WPCLF funding is used. Charges for this work will be divided equally between Pier Track Pump Station and Farwell Pump Station, \$10,000 each.

Actual charges will be on a time-and-expense basis and will not exceed the estimated fee without approval from the City.

We appreciate Sandusky's consideration of Jones & Henry to work with you on your project. If you have any questions or wish to meet and discuss the project, please contact me.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in blue ink, reading 'Joseph A. Hotz', is written over the printed name and title.

Joseph A. Hotz, P.E.
Principal

JAH/rmb



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 27, 2017

Subject: **Commission Agenda Item-2nd Rebid West Market Street Sewer Replacement Project**

ITEM FOR CONSIDERATION: Requesting legislation repealing Resolution No. 049-17 and authorizing the second rebidding of the West Market Street Sewer Replacement Project.

BACKGROUND INFORMATION: The West Market Street Sewer Replacement Project involves the replacement of approximately 290 feet of an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby Street and Pearl Street intersections.

No bids were received during the first bid due date of October 12, 2017. City staff reached out to local contractors and found most could not meet the original completion date of December 8, 2017. It was determined to rebid the project with no change in the engineer's estimate and a revised completion date of May 22, 2018.

One bid was received on November 17, 2017. The bid exceeded the engineer's estimate by more than 10%. In accordance with Section 41 of the City Charter, "In no instance shall contracts be let either as a whole or in aggregate if bids for parts of the work are taken, which exceed the estimate of costs by more than 10%"; therefore, this bid must be rejected. The original Engineer's Estimate for the construction contract was \$59,000.00 and the 10% limit was \$64,900.00. The following bid was received.

Herk Excavating, Inc.	\$65,831.80
Vermilion, OH	Rejected

After reviewing the bid prices with Herk Excavating, other contractors and suppliers it was discovered the recent hurricane events especially in the state of Texas where oil refineries that supply the raw materials for PVC have already impacted pipe material prices. The revised engineer's estimate is \$74,125.00 to account for the increase in materials that has occurred since the project went to city commission on September 25, 2017 for permission to bid.

BUDGETARY INFORMATION: The revised estimated cost of the total project including engineering, inspection, advertising, and miscellaneous expenses is \$81,537.50, which will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proposed West Market Street Sewer Replacement Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to rebid the project and to complete the project as soon as possible to prevent any further deterioration of the 24" vitrified (VIT) clay sewer conduit.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTION NO. 049-17R AND DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE PROPOSED WEST MARKET STREET SEWER REPLACEMENT PROJECT; APPROVING THE REVISED SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed West Market Street Sewer Replacement Project involves the replacement of approximately 290 feet of an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby Street and Pearl Street intersections; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed West Market Street Sewer Replacement Project by Resolution No. 049-17R, passed on September 25, 2017; and

WHEREAS, no bids were received therefore Staff reached out to local contractors and learned most contractors could not meet the original completion date and the project was rebid with no change in the engineer's estimate and a revised completion date; and

WHEREAS, subsequently one (1) bid was opened on November 17, 2017, and the bid received exceeded the Engineer's original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and therefore the bid was rejected which necessitates rebidding the West Market Street Sewer Replacement Project; and

WHEREAS, after reviewing the bid prices with the bidder, other contractors, and suppliers it was discovered the recent hurricane events, especially in the State of Texas where oil refineries supply the raw materials for PVC, have impacted pipe material prices; and

WHEREAS, the original engineer's estimate for the construction contract was \$59,000.00 and the revised engineer's estimate is \$74,125.00; and

WHEREAS, the total revised estimated cost of this project including engineering, inspection, advertising and miscellaneous costs is \$81,537.50 and will be paid with Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to rebid the project, receive competitive prices, and to complete the project as soon as possible to prevent any further deterioration of the 24" vitrified (VIT) clay sewer conduit; 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 **Resolution** be declared an emergency measure which will take immediate effect in

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accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission hereby repeals Resolution No. 049-17R, passed on September 25, 2017.

Section 2. The revised specifications and estimates of cost as prepared by the City's Director of Public Works and submitted to this City Commission, and which are now on file with the Clerk of the City Commission, and the office of the City's Director of Public Works, for the proposed West Market Street Sewer Replacement Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the West Market Street Sewer Replacement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the West Market Street Sewer Replacement Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution 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 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution 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 6. That for the reasons set forth in the preamble hereto, this Resolution 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
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www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 29, 2017

Subject: **Commission Agenda Item**

ITEM FOR CONSIDERATION: Legislation to authorize submission of a grant application to the Ohio Department of Transportation (ODOT) and acceptance of funding through the Highway Safety Improvement Program (HSIP), if awarded.

BACKGROUND INFORMATION: The City of Sandusky submitted an application in 2016 to the Erie County Metropolitan Planning Organization (MPO) for the Healthy Hayes Corridor project, which included pedestrian and safety improvements between the north and south campuses of Firelands Regional Medical Center (FRMC) as detailed in the Bicentennial Vision Comprehensive Plan. To date, the project has not received a formal vote because the City agreed to pursue supplemental funding opportunities since full funding through the MPO was not available, only partial funding.

The City of Sandusky and Erie Regional Planning Commission (ERPC) jointly asked ODOT if they would be willing to perform a Safety Study on all of Hayes Avenue (State Route 4) within the corporation limit, from Perkins Avenue to Columbus Avenue. Safety along the full corridor is crucial with the future increased youth using these intersections when the middle school opens. ODOT agreed and assigned this task order to Carpenter Marty who they already had under contract.

The study, which was completed in August of 2017, recommended several safety-related improvements at various locations along the corridor. Implementation of these recommendations could be performed with 90% or 100% state/federal funding through the HSIP program depending on the impact of the recommendation. The HSIP grant dollars are not available for non-safety related pedestrian improvements, such as bike paths and beautification, but the HSIP money can be used for intersection improvements that would accommodate multi-modal intersection crossings including traffic and pedestrian signals.

Although funding for implementation of the full study would not be available until 2022, the intersection at Pierce was flagged as a priority. Because of this status, the signal improvements are available for immediate funding through an abbreviated application process that has no time restrictions. Therefore, if awarded, new traffic and pedestrian signals would be installed at the intersection of Pierce and Hayes and at the mid-block crossing between Pierce and Buchanan. The project would be designed to accommodate future multi-modal crossings at these locations as well to ensure the goals of the Healthy Hayes corridor could be met in the future.

The grant application request is \$379,700, but the cost benefit for the project is \$495,616. Since the project is entirely signal work, ODOT will contribute 100% of the project funding. An additional application is planned for the remainder of the corridor in the first quarter of 2018.

Rather than performing all of the improvements as one project in 2022, staff would like to apply for the abbreviated application immediately because it allows for a quicker timeframe for construction which will ensure at least one crossing is improved for the students that will be using this corridor after the new school is constructed. This also improves safety for those using the south campus of FRMC since their parking lot is on the west side of the intersection.

BUDGETARY INFORMATION: The cost for the consultant to complete the application is \$1,600 and there is no cost to accept funds. Furthermore, since ODOT will contribute 100% of the project costs, there will be no anticipated budgetary impact for the project, although it would still be brought to this commission for approval prior to design and construction.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the city manager to submit a grant application to ODOT and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately submit the application for funding and if awarded, would allow this project to proceed and reduce the safety concerns at these specific locations on Hayes Avenue.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director;
S. Poggiali, ERPC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR SAFETY-RELATED IMPROVEMENTS ON HAYES AVENUE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation (ODOT) dedicates funds annually through the Highway Safety Improvement Program to provide for safety improvements on any public roadway in the State and works with Local and State organizations to make investments that improve safety on all public roads; and

WHEREAS, the City submitted an application in 2016 to the Erie County Metropolitan Planning Organization (MPO) for the Healthy Hayes Corridor Project, which included pedestrian and safety improvement between the north and south campuses of Firelands Regional Medical Center as detailed in the Bicentennial Vision Comprehensive Plan, which to date has not been approved as the City agreed to pursue supplemental funding opportunities since the full funding was not available through the MPO; and

WHEREAS, upon request by the City and Erie Regional Planning Commission, the Ohio Department of Transportation performed a study on Hayes Avenue from Perkins Avenue to Columbus Avenue and recommended several safety-related improvements at various locations along the corridor and identified the intersection at Pierce Street as a priority; and

WHEREAS, the City will be applying for financial assistance in the amount of \$379,700.00, which will fund 100% of the project for new traffic and pedestrian signals at the intersection of Pierce Street and Hayes Avenue and at the mid-block crossing between Pierce Street and Buchanan Street; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately submit the application to the Ohio Department of Transportation and, if awarded, allow the project to proceed and reduce the safety concerns at these specific locations on Hayes Avenue; 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 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 **Resolution** 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized to execute and file a grant application on behalf of the City of Sandusky with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement

Program (HSIP) for safety-related improvements to Hayes Avenue and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution 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 Resolution 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 Resolution 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 11, 2017