SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 14, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE

INVOCATION	Dennis Murray
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	January 24, 2022
AUDIENCE PARTICIPATION	
PRESENTATION	Justice Center Progress, Bowen Construction Street Resurfacing Project, Josh Snyder, Public Works Engineer
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Jared Oliver, Police Chief

LEXIPOL ANNUAL FEES

Budgetary Information: The total cost for the annual subscription with Lexipol is $14,771.23. The cost of the annual subscription will be paid from the Police Department's operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Lexipol, LLC of Frisco, Texas, for the annual subscription fee for policy manual updates and daily training bulletin services for the Police Department for the period of April 1, 2022, through March, 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Joshua Snyder, Public Works Engineer

2022 ERIE COUNTY MPO APPLICATIONS

Budgetary Information: If awarded by the Erie County Metropolitan Planning Organization, the City's portion of the Meadowood Subdivision Sidewalk Project will be $99,839.00, the Hancock Elementary School Sidewalk Project will be $87,400.50, and the East Water Street Accessibility and Streetscape Project will be $254,586.00. If awarded, the respected matches would be allocated in the 5-Year Capital Budget from an account with funds available for infrastructure such as CDBG, Issue 8, Street or General Funds.

1. **RESOLUTION NO. _____:** It is requested a resolution be passed approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance of the Meadowood Subdivision Sidewalk Project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local—LET Project Agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.
2. **RESOLUTION NO. _____:** A resolution approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Hancock Elementary School Sidewalk Project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.
3. **RESOLUTION NO. _____:** A resolution approving the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the East Water Street Accessibility and Streetscape Project and, if awarded, authorizing and directing the City Manager to enter into the LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Aaron Klein, Public Works Director

ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE LANDING PROJECT

Budgetary Information: The City is requesting grant funds in the amount of $2,314,419.20 with matching funds totaling $578,605.00, which would be paid for out of the Cleveland Road Public Improvement TIF Funds, as this grant is an 80/20 split.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application to the U.S. Economic Development Administration for financial assistance through the FY 2021 American Recue Plan Act Travel, Tourism, and Outdoor Recreation Grant Program for The Landing project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Joshua Snyder, Public Works Engineer

CDBG STREET REHABILITATION PROJECT CHANGE ORDER 1 AND FINAL

Budgetary Information: Change Order 1 and Final is a decrease of $30,273.05, which will revise the original contract amount of $267,215.57 to $236,942.52, with all being paid for out of the Community Development Block Grant (CDBG) Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Precision Paving, Inc. of Milan, Ohio, for the 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jane Cullen, Assistant City Engineer

BIG ISLAND WATER WORKS EMERGENCY PURCHASE & INSTALLATION OF VFD FOR PUMP #5

Budgetary Information: The estimated not to exceed cost for the new Variable Frequency Drive (VFD) including installation, start-up services and electrical work is $75,903 and shall be paid for with Water Funds. This expenditure will be included in the 5-Year Capital Improvement Plan.

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and ratifying the emergency purchase of a new Allen-Bradley Variable Frequency Drive (VFD) for the #5 high service pump at Big Island Water Works (BIWW) from Rexel USA of Sandusky, Ohio, in the amount of $58,183; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
2. **ORDINANCE NO. _____:** An ordinance authorizing and directing the City Manager and/or Finance Director to expend funds for the emergency work to be performed by Fresh Electric Inc. of Sandusky, Ohio, for the installation of a new Allen-Bradley Variable Frequency Drive (VFD) for the #5 high service pump at Big Island Water Works (BIWW) in the amount of $22,500; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Arin Blair, Chief Planner

PROFESSIONAL SERVICES AGREEMENT FOR COLUMBUS AVENUE STREETSCAPE DESIGN & RECONSTRUCTION

Budgetary Information: The design services will not exceed $597,929 including all normal reimburseable expenses. The project will be funded by the Capital Projects Fund to be reimbursed by the Downtown TIF.

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 Osborn Engineering of Cleveland, Ohio, for the Columbus Avenue Streetscape Design and Reconstruction Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Arin Blair, Chief Planner

PROFESSIONAL SERVICES AGREEMENT FOR THE SOUTH SIDE NEIGHBORHOOD PLAN

Budgetary Information: The total not to exceed $149,750 including all normal reimbursable expenses. The project will be paid from the American Rescue Plan Act Stimulus Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Smithgroup Architects & Landscape Architects, PLLC (D.B.A. Smithgroup, PLLC) of Ann Arbor, Michigan, for the South Side Sandusky Neighborhood Plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Michelle Reeder, Finance Director

AGREEMENT FOR PREPARATION OF ANNUAL COMPREHENSIVE FINANCIAL STATEMENTS

Budgetary Information: The total cost to complete the City's financial statements will not exceed $34,000 in year 2021, $31,000 in 2022, and $32,250 in 2023. The $34,000 fee for completion of the 2021 financial statements will have $17,000 paid by the General Fund, $8,500 by the Water Fund, and $8,500 by the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, for the preparation of the December 31, 2021, December 31, 2022, and December 31, 2023, annual comprehensive financial report; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Nichole Grohe, Community Development Program Administrator

CDBG FY 2021 DEMOLITION PROJECT #2 CONTRACT

Budgetary Information: The total cost for the asbestos abatement and demolition is $38,284; and will be paid with FY2021 Community Development Block Grant Funds. Liens will be placed on the properties for the total cost of the asbestos abatement and demolition.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Advanced Excavating & Demolition, LLC, of McComb, Ohio, for the CDBG FY21

Demolition Project #2; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Nichole Grohe, Community Development Program Administrator

PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #3

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed $10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY21 Community Development Block Grant Funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #3; 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.

ITEM 6 – Submitted by Joshua Snyder, Public Works Engineer

PERMISSION TO BID 2022 SEWER LINING PROJECT

Budgetary Information: The estimated cost of the project, including engineering and inspection is $349,775 and will be paid with Sewer Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 Sewer Lining Project; approving the 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.

ITEM 7 – Submitted by Joshua Snyder, Public Works Engineer

WATER DISTRIBUTION SYSTEM MODEL AND REPORT (FIRST READING)

Budgetary Information: The amount for the professional services agreement is $180,031, which will be funded entirely with Water Funds and will be updated in the 2022 Capital Budget and annual evaluation of water rates.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Stantec Consulting Services, Inc. of Columbus, Ohio, to provide a water distribution system model and report.

ITEM 8 – Submitted by Joshua Snyder, Public Works Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT FOR THE WEST MONROE STREET RESURFACING PROJECT

Budgetary Information: The not to exceed cost for professional design services is $150,500, with ODOT paying $40,817.60 and the City paying $109,682.40, which shall be paid with $80,066 from the Water Fund and the remaining $29,616.40 from Capital Street Funds.

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 Mott Macdonald, LLC of Cleveland, Ohio, for the West Monroe Street resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Joshua Snyder, Public Works Engineer

PERMISSION TO BID THE 2022 LOCAL STREET RESURFACING PROJECT

Budgetary Information: The estimated cost of the project construction is $1,799,590.11, and $1,279.770.11 will be paid from the American Rescue Plan Act Stimulus Funds, $70,000 from the Parking and Admissions Tax, $140,000 from State Gasoline Tax, $60,000 from Issue 8 Funds, $76,210 from Water Funds, and $173,610 from Sewer Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 Local Street Resurfacing Project; approving the 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.

ITEM 10 – Submitted by Joshua Snyder, Public Works Engineer

2021 LOCAL STREET RESURFACING PROJECT CHANGE ORDER 1 AND FINAL

Budgetary Information: Change Order 1 and Final is an increase of $69,210.31, which will revise the original contract amount of $2,927,211.90 to $2,996,422.21, with $506,605.04 from Sewer Funds, $210,211.75 from Water Funds, $1,861,609.87 from the American Rescue Plan Act Stimulus Funds, $105,989.79 from the State Gasoline Tax Fund and the remaining $312,005.76 from Issue 8 Infrastructure Funds from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Gerken Paving of Napoleon, Ohio, for the

2021 Local Street Resurfacing Project in the amount of $69,210.31; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 11 – Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO BID 2022 BIG ISLAND WATER WORKS VARIABLE FREQUENCY DRIVES REPLACEMENT PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is $540,000 to be paid with Water Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 Big Island Water Works (BIWW) Plant Variable Frequency Drives Replacement Project; approving the 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.

ITEM 12 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT GRANT AGREEMENT – TAMBO ENTERTAINMENT

Budgetary Information: The City will be responsible for providing a total of $60,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of $60,000 through the Economic Development Fund Program to Tambo Entertainment LLC, in relation to the property located at 220 East Water Street, Sandusky; and declaring that this ordinance 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

Online: www.ci.sandusky.oh.us – Click "Play"

CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

TO: **Eric Wobser, City Manager**

FROM: **Jared Oliver, Police Chief**

DATE: **January 25, 2022**

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to make payment for the annual subscription costs to Lexipol: Lexipol, LLC 2611 Internet Blvd., suite 100 Frisco TX., 75034 in the amount of $14,771.23.

BACKGROUND INFORMATION: The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices.

Lexipol policies and software have been implemented in police departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Additionally, within the software, officers will be required to complete Daily Training Bulletins on policies in place that total about thirty a month. Documentation will be available to depict that officers have acknowledged the policies and each time the policy is updated the officers must acknowledge the changes. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed by each officer of the department. The Daily Training Bulletins can be used as continuing education credits through the State of Ohio and the policies are reflective of the Ohio Collaborative Initiative.

In 2018, the City Commission under Ordinance #18-073 approved the expenditure of funds for full implementation of the policy and procedures and annual subscription costs for the project with Lexipol. Full implementation of the policy and procedure manual has been accomplished.

BUDGETARY INFORMATION: The total cost for the annual subscription costs with Lexipol is $14,771.23. The costs of the annual subscription will be paid from the police department's operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to make payment to Lexipol: Lexipol, LLC 2611 Internet Blvd., suite 100 Frisco TX., 75034 in the amount of $14,771.23. It is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to pay the invoice in a timely manner and prior to the due date of March 31, 2022.

Approved:

_____

Jared Oliver, Police Chief

I concur with this recommendation:

_____

Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director

Brendan Heil, Law Director

LEXIPOL

POLICE1) CORRECTIONS1)
FIRERESCUE1) EMS1) GOV1)

Invoice

Date	3/1/2022
Invoice #	INVLEX8256
Terms	Net 30
Due Date	3/31/2022
PO #	

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Bill To
Sandusky Police Department
222 Meigs St
Sandusky, OH 44870

End User

Contract Term
4/1/2022 to 3/31/2023

Item
Annual Law Enforcement Policy Manual & Daily Training Bulletins
Annual Law Enforcement Supplemental Manual(s)

Your price includes a 5% discount.

Invoice Total	14,771.23
Amount Due	$14,771.23

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
2 Tower Center Blvd
East Brunswick, NJ 08816
Payment Notice to receivables@lexipol.com

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034

CERTIFICATE OF FUNDS

In the Matter of: Police Lexipol Subscription

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

Account # 110-1010-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO LEXIPOL, LLC OF FRISCO, TEXAS, FOR THE ANNUAL SUBSCRIPTION FEE FOR POLICY MANUAL UPDATES AND DAILY TRAINING BULLETIN SERVICES FOR THE POLICE DEPARTMENT FOR THE PERIOD OF APRIL 1, 2022, THROUGH MARCH 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in the past, the Police Department would update their own policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards which required constant monitoring and updating due to continual new case law and best practices; and

WHEREAS, Lexipol's Policy Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

WHEREAS, the City Commission approved an agreement with Lexipol, LLC for the implementation and annual subscription for Policy Management Software to be used by the Police Department by Ordinance No. 18-073, passed on March 26, 2018; and

WHEREAS, the annual subscription fee includes policy manual updates, 24/7 access to Knowledge Management System for updates and editing, and unique scenario daily training bulletins and testing data base; and

WHEREAS, the total cost for the annual subscription is $14,771.23 and will be paid with funds from the Police Department's operating budget; 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 pay the invoice received in a timely manner and prior to the due date of March 31, 2022; 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 Police Department, 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 hereby authorizes and directs the City Manager and/or Finance Director to make payment to Lexipol, LLC, of Frisco, Texas, in an amount **not to exceed** Fourteen Thousand Seven Hundred Seventy One and 23/100 Dollars ($14,771.23) for the annual subscription fee for policy manual updates and daily training bulletin services for the Police Department for the period of April 1, 2022, through March 31, 2023.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – 2022 Erie County Metropolitan Planning Organization (MPO) Application for Transportation Alternative (TA) Program, Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) State Fiscal Year 2023-2025

ITEM FOR CONSIDERATION: Legislation approving the submission of three applications to the Erie County Metropolitan Planning Organizations (MPO) and authorizing the City Manager to execute an LPA Federal Project Agreement with the Ohio Department of Transportation (ODOT) as required for potential future funding of these projects.

BACKGROUND INFORMATION: The City is wishing to request funding through the ERPC MPO's Coronavirus Relief and Response Supplemental Appropriation Act (CRRSA) funding program. Only Transportation Alternative (TA) type projects are being considered for this funding. Project funding requests are capped at $93,414. Basic eligibility for project funding requires the proposed project have a direct relationship to transportation and to the MPO's long range plan, such that they enhance a current or proposed transportation system.

The National Transportation Act has made Federal funds available for use by Local Planning Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding Programs in the state. The Ohio Revised Code allows ODOT the opportunity to enter into contracts with LPA's to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with federal and state laws and regulations.

The MPO is accepting applications to fund transportation alternative projects for State Fiscal Years 2023-2025. The three projects that staff is requesting approval to apply for are listed below.

Project	City's Portion	MPO Portion	Total Engineer's Estimate
Meadowood Subdivision Sidewalk Project	$99,839.00	$93,414.00	$193,253.00
Hancock Elementary School Sidewalk Project	$87,400.50	$87,400.50	$174,801.00
E. Water St. Accessibility and Streetscape Project	$254,586.00	$93,414.00	$348,000.00

The Meadowood Subdivision Sidewalk Project involves extending concrete sidewalk along East Oldgate Road, Heritage Drive, Fox Run Trail, Fallen Timber Drive, Pioneer Trail and Foxborough Circle. Along these streets there are lots that have not been developed and do not have sidewalks installed that connect to existing sidewalks. Staff is proposing to fill-in all of the voids and bring curb ramps into compliance with American Disability Act (ADA) standards. If lots are purchased and housing constructed, future property owners would be responsible for repair of all sidewalks as needed. This project could happen as soon as 2023, if awarded.

The Hancock Elementary School Sidewalk Project involves adjacent streets and addresses the immediate crossing from the opposite side of Hancock Street directly to the school's "front" doors. The adjacent streets affected include Milan Rd., Hancock St, 42nd St., 44th St., 46th St., 48th St. and E. Parish St. This project replaces sidewalk areas that are trip hazards in this area and opens up accessibility for disabled persons at the intersections involved. The intersection of 44th and Hancock St. is the most detailed with a multi-way stop and pedestrian activated crosswalk signs (RRFB's) planned for the lone crosswalk here in front of the building. This project could happen as soon as 2023, if awarded.

The East Water Street Accessibility and Streetscape project will run two blocks, from Wayne Street to Franklin Street. This streetscape will be a hybrid of the Western adjacent block of Water Street, and the simplified streetscape with grassy boulevard found closer to Franklin Street. There will be slight upgrades with this version of the extended streetscape, which was constructed in 1998. Treewells and patio areas will be considered in this version of streetscape. Drainage improvements will be made only as needed. ADA ramp standards have changed (multiple times over the last 24 years) and will make these access points look different than most intersections in downtown. Trip hazards will be eliminated as sidewalk sections will be leveled. Curbing will be replaced as needed and the roadway will be resurfaced with asphalt. City records show the last time this segment was paved was 1989. Because more extensive design work would be required, this project could happen as soon as 2025, if awarded.

The MPO now requires the legislative body of communities to supply legislation in support of an application at the time of submittal.

BUDGETARY INFORMATION: The construction estimate for each project is shown above. If awarded, the respected matches would be allocated in the 5-year capital budget from an account with funds available for infrastructure such as CDBG, Issue 8, Street or General Funds.

ACTION REQUESTED: It is recommended that the necessary legislation 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 submit applications by the February 25, 2022due date.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron M. Klein, P.E.
City Manager	Director of Public Works

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

RESOLUTION NO._____

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE MEADOWOOD SUBDIVISION SIDEWALK PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

WHEREAS, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

WHEREAS, **WHEREAS**, the Erie Regional Planning Commission Metropolitan Planning Organization is accepting applications for financial assistance through the Coronavirus Relief and Response Supplemental Appropriation Act (CRRSA) funding program for Transportation Alternative (TA) type projects for State Fiscal Years 2023-2025 and the City desires to apply for the Meadowood Subdivision Sidewalk Project; and

WHEREAS, if approved this grant funding will provide for the extension of concrete sidewalks along East Oldgate Road, Heritage Drive, Fox Run Trail, Fallen Timber Drive, Pioneer Trail and Foxborough Circle, including lots that have not been developed and do not have sidewalks installed that connect to existing sidewalks, and includes improvements to curb ramps to be in compliance with American Disability Act (ADA) standards; and

WHEREAS, the total estimated construction cost of the project is $193,253.00 and, if awarded, $93,414.00 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of $99,839.00 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant (CDBG), Issue 8, Street, or General 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 submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline of February 25, 2022; 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 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 approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the Meadowood Subdivision Sidewalk Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

RESOLUTION NO._____

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE HANCOCK ELEMENTARY SCHOOL SIDEWALK PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

WHEREAS, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

WHEREAS, the Erie Regional Planning Commission Metropolitan Planning Organization is accepting applications for financial assistance through the Coronavirus Relief and Response Supplemental Appropriation Act (CRRSA) funding program for Transportation Alternative (TA) type projects for State Fiscal Years 2023-2025 and the City desires to apply for the Hancock Elementary School Sidewalk Project; and

WHEREAS, if approved this grant funding will provide for the replacement of sidewalk areas that are trip hazards beginning at the immediate crossing from the opposite side of Hancock Street directly to the school's "front" doors and includes adjacent streets on Milan Road, Hancock Street, 42nd Street, 44th Street, 46th Street, 48th Street and E. Parish Street which will open up accessibility for disabled persons at these intersections and includes a multi-way stop and pedestrian activated crosswalk signs (RRFB's) at the intersection of 44th Street and Hancock Street in front of the Hancock Elementary School; and

WHEREAS, the total estimated construction cost of the project is $174,801.00 and, if awarded, $87,400.50 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of $87,400.50 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant (CDBG), Issue 8, Street, or General 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 submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline of February 25, 2022; 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 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 approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the Hancock Elementary School Sidewalk Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

RESOLUTION NO._____

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FINANCIAL ASSISTANCE FOR THE EAST WATER STREET ACCESSIBILITY AND STREETSCAPE PROJECT AND, IF AWARDED, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Authorities (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FHWA's Federal funding programs; and

WHEREAS, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

WHEREAS, the Erie Regional Planning Commission Metropolitan Planning Organization is accepting applications for financial assistance through the Coronavirus Relief and Response Supplemental Appropriation Act (CRRSA) funding program for Transportation Alternative (TA) type projects for State Fiscal Years 2023-2025 and the City desire to apply for the East Water Street Accessibility and Streetscape Project; and

WHEREAS, if approved this grant funding will provide for improvements from Wayne Street to Franklin Street and the streetscape will be a hybrid of the Western adjacent block of Water Street, and the simplified streetscape with grassy boulevard found closer to Franklin Street, and includes slight upgrades of the extended streetscape, treewells and patio areas, drainage improvements as needed, ADA ramp improvements and eliminating trip hazards with leveled sidewalk sections, replacing curbing as needing and resurfacing the roadway with asphalt; and

WHEREAS, the total estimated cost of the project is $348,000.00 and, if awarded, $93,414.00 will be paid with FHWA funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of $254,586.00 will be allocated in the 5-year Capital Budget from an account with funds available for infrastructure such as Community Development Block Grant Funds, Issue 8, Street, or General 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 submit the application to the Erie County Metropolitan Planning Organization (MPO) by the deadline of February 25, 2022; 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 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 approves the submission of an application for financial assistance to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for the East Water Street Accessibility and Streetscape Project, and authorizes and directs the City Manager to sign and enter into a **LPA Federal Local-Let Project Agreement** with the Ohio Department of Transportation and lawfully expend funds consistent with the application and agreement 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Public Works Director

Date: February 2, 2022

Subject: Commission Agenda Item – U.S. Economic Development Administration, FY 2021 American Rescue Plan Act, Travel, Tourism and Outdoor Recreation Grant for The Landing project

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a grant application to the U.S. Economic Development Administration for The Landing project and acceptance of funding through the FY 2021 American Rescue Plan Act (ARPA), Travel, Tourism, and Outdoor Recreation Grant, if awarded.

BACKGROUND INFORMATION: With the support of City Commission at the January 24, 2022, meeting by a motion, approval was granted for the filing of the grant applications because legislation could not be prepared and presented prior to the preliminary grant deadline date of January 31, 2022.

Staff has submitted a grant application to the U.S. Economic Development Administration for portions of The Landing project for fiscal year 2021 American Rescue Plan Act (ARPA) Travel, Tourism, and Outdoor Recreation funding. The grant items requested within the application for The Landing project include the fishing pier, ADA accessible kayak launch, pavilion, pavilion fireplace, and playground. If awarded, there may be a need for minor design modifications related to additional programmatic or federal regulations, but the goal would still be to commence construction in 2023.

The U.S. Economic Development Administration set a preliminary grant deadline date of January 31, 2022, encouraging all applicants to submit complete applications in order for their agency to begin their reviews and request any additional information. Further, they have allowed us time to have proper legislation prepared, reviewed and submitted to their agency no later than February 18, 2022.

BUDGETARY INFORMATION: The City is requesting grant funds in the amount of $2,314,419.20 with matching funds totaling $578,605.00, which would be paid for out of the Cleveland Road Public Improvement Tax Increment Financing (TIF) Funds, as this grant is an 80/20 split.

The cost of $10,000 to prepare the grant application is included in The Landing project design contract with Environmental Design Group.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the city manager to submit a grant application to U.S. Economic Development Administration for The Landing project and if awarded accept funds through the FY 2021 American Rescue Plan Act (ARPA), Travel, Tourism, and Outdoor Recreation Grant 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 ratify the submission of the application

for funding which was submitted by the deadline of January 31, 2022 and to provide this Resolution prior to February 18, 2022.

I concur with this recommendation:

_____
Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Landing Project- U.S. Economic Development Administration

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

Account # 437-7910-55590, 431-7600-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION FOR FINANCIAL ASSISTANCE THROUGH THE FY 2021 AMERICAN RESCUE PLAN ACT TRAVEL, TOURISM, AND OUTDOOR RECREATION GRANT PROGRAM FOR THE LANDING PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Economic Development Administration's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy and through this American Rescue Plan Act, aims to assist communities and regions in recovery from the coronavirus pandemic's significant negative impact on the travel, tourism, and outdoor recreation sectors; and

WHEREAS, the Economic Development Administration's American Rescue Plan Act is designed to provide a wide-range of financial assistance to communities and regions to rebuild and strengthen their travel, tourism, and outdoor recreation industry through various infrastructure and non-infrastructure projects; and

WHEREAS, the City is requesting funds in the amount of $2,314,419.20 (80%) to be used for The Landing Project and includes the fishing pier, ADA accessible kayak launch, pavilion, pavilion fireplace, and playground, and the matching funds in the amount of $578,605.00 (20%) will be paid with Cleveland Road Public Improvement Tax Increment Financing (TIF) 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 ratify the grant application which was submitted to the U.S. Economic Development Administration by the preliminary grant deadline of January 31, 2022 and to provide this Resolution by the deadline of February 18, 2022; 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. This City Commission approves and ratifies the submission of a grant application with the U.S. Economic Development Administration for financial assistance for FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Grant Funds for The Landing Project and authorizes and directs the City Manager 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. This City Commission herby approves the execution and filing with the City's application all certifications and assurances or any other documentation required by the U.S. Economic Development Administration.

Section 3. The City Manager is authorized to furnish such additional information as the U.S. Economic Development Administration may require in connection with the City's application.

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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – Change Order 1 & Final, for the 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order 1 and Final for the 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project.

BACKGROUND INFORMATION: Through City Commission approval at the August 9, 2021 meeting, Ordinance 21-125 a contract was awarded to Precision Paving, Inc. of Milan, Ohio in an amount not to exceed $267,215.57 for the 2021 Community Development Block Grant (CDBG) Street Rehabilitation project. The project provided resurfacing of eleven segments of roadway throughout the City, accounting for nearly a mile of new asphalt. For a full listing of these segments, see Exhibit A attached to the communication.

Staff is now presenting Change Order 1 and Final, as a decrease to the project in the amount of $30,273.05, which represents final quantities installed in the field by the contractor. Half of this under-run was the unused contingency and the remaining amount was an over-estimation of full depth repairs necessary prior to paving. The final change order document is attached showing all quantities completed with this project. This amount represents a decrease of 11% beneath the awarded amount.

BUDGETARY INFORMATION: Change Order 1 and Final is a decrease of $30,273.05, which will revise the original contract amount of $267,215.57 to $236,942.52, with all $236,942.52 being paid for out of the Community Development Block Grant (CDBG) Fund.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for a decrease in work quantities for the 2021 CDBG Street rehabilitation project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for items already installed in the field and to close out the completed project.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron Klein, P.E.
City Manager	Director

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

EXHIBIT “A”:

STREET	FROM	TO
N DEPOT ST	CARR ST	SHELBY ST
N DEPOT ST	MC DONOUGH ST	CENTRAL AVE
N DEPOT ST	SHELBY ST	MC DONOUGH ST
MILLS ST	W JEFFERSON ST	EOP
KING ST	W MONROE ST	W MADISON ST
EDDY HENRY WAY	BUCHANAN ST	PIERCE ST
SHELBY ST	JOHNSON ST	EDDY HENRY WAY
SHELBY ST	W OSBORNE ST	POLK ST
SHELBY ST	POLK ST	TYLER ST
CURRAN ST	COVE ST	EOP
CURRAN ST	MEIGS ST	COVE ST
	11	***0.92***
	SEGMENTS	***MILES***

CHANGE ORDER #1 FINAL

2021 CDBG STREET REHABILITATION PROJECT

Line Number	Item Number	Description	Quantity	UM	Unit Bid Price	Total Bid Price	Pay App #3	Pay App #2	Pay App #1	Total Quantity	Amount Paid to Date	Current Price	Total Price
1	SPEC	BONDING/INS.	1.00	LS	$5,000.00	$5,000.00			1.00	1.00	5,000.00	$0.00	$5,000.00
2	624	MOBILIZATION	1.00	LS	$5,000.00	$5,000.00		0.50	0.50	1.00	5,000.00	$0.00	$5,000.00
3	254	PAVEMENT PLANING @ 55%	7,725.00	SY	$2.89	$22,325.25			7,559.90	7,559.90	21,848.11	$0.00	$21,848.11
4	441	448 ASPHALTIC CONCRETE - 1.5"	585.00	CY	$180.00	$105,300.00		215.29	451.56	666.85	120,033.00	$0.00	$120,033.00
5	407	TACK	1,404.00	GAL	$2.50	$3,510.00		195.42	895.03	1,090.45	2,726.13	$0.00	$2,726.13
6	611	MH/CB ADJUST	24.00	EACH	$650.00	$15,600.00	**10.00**	9.00	9.00	28.00	11,700.00	$6,500.00	$18,200.00
7	611	MH/CB STRUCTURES	1.00	AL	$18,500.00	$18,500.00	**26,402.95**			1.00	0.00	$26,402.95	$26,402.95
8	611	WMH/WV LID STEEL	1.00	AL	$8,500.00	$8,500.00				0.00	0.00	$0.00	$0.00
9	611	MB/WV ADJUST	24.00	EACH	$465.00	$11,160.00	**13.00**	PREVIOUS ITEMS SHOWN IN THESE CELLS WERE NOT PAID, AS ERRORS IN THE FORMULAS FOR "CURRENT PRICE" AND "TOTAL PRICE" OMITTED THEM.		13.00	0.00	$6,045.00	$6,045.00
10	251	PARTIAL DEPTH (<3") REPAIR (~7%)	983.00	SY	$12.50	$12,287.50				0.00	0.00	$0.00	$0.00
11	253	FULL DEPTH (>3") REPAIR (~3%)	421.00	SY	$28.50	$11,998.50				0.00	0.00	$0.00	$0.00
12	705.04	CRACK SEALER	600.00	LF	$1.75	$1,050.00	**600.00**			600.00	0.00	$1,050.00	$1,050.00
13	614	MAINTENANCE OF TRAFFIC	1.00	LS	$20,000.00	$20,000.00	**1.00**			1.00	0.00	$20,000.00	$20,000.00
14	644	CENTER LINE MARKINGS	0.20	MILE	$11,000.00	$2,200.00				0.00	0.00	$0.00	$0.00
15	SPEC1	CONC. OVERLAY TREATMENT	1,664.00	SY	$5.88	$9,784.32	**1,809.07**			1,809.07	0.00	$10,637.33	$10,637.33
16	SPEC2	CONTINGENCY	1.00	LS	$15,000.00	$15,000.00				0.00	0.00	$0.00	$0.00
					Bid Price:	**$267,215.57**					**$166,307.24**	**$70,635.28**	**$236,942.52**
													88.67%

Change Order Deduct Amount: $ (30,273.05)

Agreed (Contractor): _____

Agreed (City): _____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY PRECISION PAVING, INC. OF MILAN, OHIO, FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2020, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

WHEREAS, the 2021 Community Development Block Grant (CDBG) Rehabilitation Project involved the resurfacing of the eleven (11) worst CDBG-eligible asphalt street segments in the City based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey; and

WHEREAS, the City Commission declared the necessity to proceed with the 2021 Community Development Block Grant (CDBG) Street Rehabilitation Project by Resolution No. 028-21R, passed on May 24, 2021; and

WHEREAS, the City Commission approved the awarding of the contract to Precision Paving, Inc. of Milan, Ohio, for work to be performed for the 2021 CDBG Street Rehabilitation Project by Ordinance No. 21-125, passed on August 9, 2021; and

WHEREAS, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor, unused contingency amount, and an over-estimation of full depth repairs necessary prior to paving; and

WHEREAS, the original contract with Precision Paving, Inc. of Milan, Ohio, was $267,215.57, and with the **deduction** of this First & Final Change Order in the amount of $30,273.05, the final contract cost is $236,942.52 which will be paid with Community Development Block Grant (CDBG) 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 make payment to the contractor for work already performed and to close out the completed project; 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 hereby authorized and directed to approve this First & Final Change Order for work performed for the 2021 CDBG Street Rehabilitation Project and to **deduct** from the contract amount the sum of Thirty Thousand Two Hundred Seventy Three and 05/100 Dollars ($30,273.05) resulting in the final contract cost of Two Hundred Thirty Six Thousand Nine Hundred Forty Two and 52/100 Dollars ($236,942.52) with Precision Paving, Inc. of Milan, Ohio.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 27, 2022

Subject: Commission Agenda Item – Emergency Purchase & Installation of a New VFD for the 8 MGD High Service Pump #5 at Big Island Water Works

ITEM FOR CONSIDERATION: Legislation authorizing the emergency purchase and installation of one (1) new Variable Frequency Drive (VFD) for the 8 MGD High Service Pump #5 at the Big Island Water Works (BIWW) plant.

BACKGROUND INFORMATION: The variable frequency drive (VFD) HSP#5 failed that controls the existing high service 8 MGD pump. The VFD failed to restart correctly after a power outage at BIWW on December 17th. Troubleshooting was performed on the VFD and it was determined that it cannot be repaired or put back into service. VFD's allow pumps to throttle up and down slowly, thereby reducing the possibility of water hammer, which is a main reason that pumps or pipes burst. Two Allen Bradley VFD's were installed in 1999 and the 1336 model needs to be replaced. The replacement VFD is an Allen-Bradley Powerflex 755 model. Both the existing and new VFDs are manufactured by Rockwell Automation. Pump #5 is our largest and most-used High Service Pump, but due to redundancy, the BIWW plant and staff have the ability using the 3 MGD and a 6 MGD pumps to supply normal water demand through the next several months. Earlier this month, City commissioners were notified by Public Works Director, Aaron Klein, regarding the above situation and the necessity of purchasing and replacing this VFD on an emergency basis. At the January 10th City Commission meeting, approval was given to procure a replacement VFD including installation not to exceed $100,000.00 with staff bringing formal legislation for approval at a later date.

BIWW and engineering staff have been working on a proactive project to replace six VFD's at BIWW, which included this one. This replacement project for the other VFDs is also being presented to City Commission in companion legislation for permission to bid.

There is only one sales representative for this product assigned to this area. Therefore, purchase and start-up services of the VFD would be through Rexel USA, Inc. of Sandusky, Ohio, who is the lone distributor for Rockwell Automation, Inc. in this area, as per the attached price proposal of $58,183.00. Staff worked to obtain pricing from electrical contractors for the installation and electrical work required to install the new VFD, see attach price proposal of $14,720.00 from Fresch Electric, Inc. of Sandusky, Ohio.

BUDGETARY INFORMATION: The estimated not to exceed cost for the new VFD including installation, start-up services and electrical work is $75,903.00 and shall be paid for with Water Funds. This expenditure will be included in the 5-Year Capital Improvement Plan.

Rexel USA, Inc.		
Allen-Bradley Powerflex 755 model		$58,183.00
Estimated shipping & handling charges		$3,000.00
	Subtotal:	$61,183.00
Fresch Electric, Inc.		
VFD Installation, start-up services and electrical work		$14,720.00

Total budgetary amount: $75,903.00

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve and ratify the emergency purchase for the new VFD from Rockwell Automation, Inc. of Twinsburg, Ohio, through Rexel USA, Inc of Sandusky, Ohio and approval of emergency work to be performed by Fresch Electric, Inc. of Sandusky, Ohio for electrical services and installation for the 8 MGD High Service Pump #5 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to ratify the purchase of the new VFD which has already been ordered and to allow the services and installation work to begin as soon as possible once the VFD is received and to ensure future demands are met if there is a problem with another VFD.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron M. Klein, PE
City Manager	Director of Public Works

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

QUOTATION

2699 SOLON SALES
30310 Emerald Valley Parkway
Solon, OH 44139-43944
440-248-3800
Fax: 440-348-1713

QUOTE DATE	QUOTE NUMBER	PAGE NO.
1/9/2022	1922aj	1 OF 1

CUST PO#:	
JOB/REL#:	HSP 5 VFD repacement

QUOTE TO:

City of Sandusky
240 Columbus Ave.
Sandusky,Oh 44870

SHIP TO:

City of Sandusky
240 Columbus Ave.
Sandusky,Oh 44870

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	SALES PERSON
		Jane Cullen	Art Jensn

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Art Jensen	truck	Net 30	8-10 weeks ARO,APA	NO

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	Per our conversations;		
1 ea	24G1AHD415JA6NNNNN-HD-AD-B1-DP-ETM1-F0-IB-J4-L1-MN-P4-S51-S54-SIB per attached description document	$58,183.00 /EA	$58,183.00
	up to to 2 days startup included		
	FOB shipping point		
	Approval drawings included		

"Many Rexel manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic. Be advised that Rexel considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions."

www.RexelUSA.com for terms and conditions

Subtotal	$58,183.00
S&H Charges	TBD
Total	$58,183.00

PROPOSAL

FRESCH ELECTRIC INC.
1414 Milan Rd.
SANDUSKY OHIO 44870
PHONE (419) 626-2535
FAX (419) 626-2537

DATE: February 7, 2022

PROPOSAL SUBMITTED TO: City of Sandusky, Department of Public Works, Attn: Bill Burch Jr.

ADDRESS: 2425 First Street, Sandusky Ohio

We hereby submit specifications and estimates, subject to all terms and conditions as set forth as follows:

JOB NAME AND LOCATION: 250 Hp VFD cabinet replacement

1) Disconnect & remove existing VFD unit.
2) Place new customer provided preassembled VFD control panel in same or similar location as existing. Provide and install necessary materials & labor to extend existing wires to new VFD termination points.
3) All programming, planning & design, and commissioning by others as discussed. Aid with wire & terminal identification and moderate troubleshooting as required.
4) New VFD control cabinet to be on-site at or before scheduled install.
5) This quote is for a single 250 Hp VFD unit as discussed.
6) All work to be completed during normal business hours
7) Any delays beyond Fresch Electrics control may result in additional customer cost.

Estimated breakdown of cost:
Labor ……. $ 9,950.00
Materials … $ 2,340.00
Equipment ..$ 2,430.00

Total not to exceed price ……. $ 14,720.00

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature

Doug Wolbert
419-656-4644

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CERTIFICATE OF FUNDS

In the Matter of: BIWW VFD Replacement Project Pump #5

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

Account # 612-5220-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND RATIFYING THE EMERGENCY PURCHASE OF A NEW ALLEN-BRADLEY VARIABLE FREQUENCY DRIVE (VFD) FOR THE #5 HIGH SERVICE PUMP AT BIG ISLAND WATER WORKS (BIWW) FROM REXEL USA OF SANDUSKY, OHIO, IN THE AMOUNT OF $58,183.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on December 17, 2021, an existing Allen-Bradley Variable Frequency Drive (VFD) unit at the BIWW Plant failed, and this VFD unit is used to allow the pumps to throttle up and down slowly to reduce the possibility of water hammer, which is a main reason that pumps or pipes burst; and

WHEREAS, the #5 High Service Pump, which is the plant's largest and most-used pump, failed to restart correctly after a power outage at the BIWW plant and subsequent to troubleshooting, it was determined the VFD could not be repaired or put back into service and needs to be replaced as soon as possible; and

WHEREAS, the Public Works Director notified the City Commission at their January 10, 2022, regularly scheduled meeting of the emergency situation and a motion was passed approving the emergency purchasing of a replacement VFD at the BIWW Plant; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, Rexel USA of Sandusky, Ohio, is the local distributor for Rockwell Automation Allen-Bradley products; and

WHEREAS, the cost for the purchase of the new Variable Frequency Drive (VFD) is $58,183.00 and will be paid with Water Funds; and

WHEREAS, approval is being requested in companion legislation for the necessary electrical services to be performed at the BIWW Plant by Fresch Electric Inc. of Sandusky, Ohio, to install the new VFD ; 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 to ratify the purchase of the emergency VFD for the #5 High Service Pump to ensure future demands are met at the BIWW Plant; 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. This City Commission authorizes and ratifies the emergency purchase of a new Variable Frequency Drive (VFD) for the #5 High Service Pump at the Big Island Water Works (BIWW) Plant from Rockwell Automation, Inc. of Twinsburg, Ohio, through Rexel USA of Sandusky, Ohio, at an amount **not to exceed** Fifty Eight Thousand One Hundred Eighty Three and 00/100 Dollars ($58,183.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXPEND FUNDS FOR THE EMERGENCY WORK TO BE PERFORMED BY FRESCH ELECTRIC INC. OF SANDUSKY, OHIO, FOR THE INSTALLATION OF A NEW ALLEN-BRADLEY VARIABLE FREQUENCY DRIVE (VFD) FOR THE #5 HIGH SERVICE PUMP AT BIG ISLAND WATER WORKS (BIWW) IN THE AMOUNT OF $22,500.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on December 17, 2021, an existing Allen-Bradley Variable Frequency Drive (VFD) unit at the BIWW Plant failed, and this VFD unit is used to allow the pumps to throttle up and down slowly to reduce the possibility of water hammer, which is a main reason that pumps or pipes burst; and

WHEREAS, the #5 High Service Pump, which is the plant's largest and most-used pump, failed to restart correctly after a power outage at the BIWW plant and subsequent to troubleshooting, it was determined the VFD could not be repaired or put back into service and needs to be replaced as soon as possible; and

WHEREAS, the Public Works Director notified the City Commission at their January 10, 2022, regularly scheduled meeting of the emergency situation and a motion was passed approving the emergency purchasing of a replacement VFD at the BIWW Plant; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, pricing was obtained from electrical contractors for the installation and electrical work required to install the new VFD and Fresch Electric Inc. of Sandusky, Ohio, was selected to perform the emergency work; and

WHEREAS, the cost for the electrical services and installation of the new Variable Frequency Drive (VFD) is $14,720.00 and will be paid with Water Funds; and

WHEREAS, authorization and ratification is being requested in companion legislation to approve the emergency purchase of a new VFD for the BIWW plant from Rockwell Automation, Inc. of Twinsburg, Ohio, through Rexel USA of Sandusky, Ohio; 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 to allow the emergency work to begin as soon as possible once the new VFD is received and to ensure future demands are met at the BIWW Plant; 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 and/or Finance Director is authorized and directed to expend funds for the emergency work to be performed by Fresch Electric, Inc. of Sandusky, Ohio, for the installation of a new Variable Frequency Drive (VFD) for the #5 High Service Pump at the Big Island Water Works (BIWW), at an amount **not to exceed** Fourteen Thousand Seven Hundred Twenty and 00/100 Dollars ($14,720.00).

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: January 25, 2022

Subject: Commission Agenda Item – Professional Services Agreement for the Columbus Avenue Streetscape Design and Reconstruction Project

ITEM FOR CONSIDERATION: Agreement with Osborn Engineering for Design Services for completing the Columbus Avenue Streetscape Design and Reconstruction Project.

BACKGROUND INFORMATION: This project will plan and design the rehabilitation of approximately 1400 feet on Columbus Avenue extending from Adams Street to Water Street. The plans will build on the vision established in the Downtown Sandusky Master Plan, developing a comprehensive and detailed plan for Columbus Avenue to become downtown's most vibrant street. The Columbus Avenue Streetscape Design and Reconstruction Plan will create a streetscape design that will address public realm, street, and sidewalk improvements—including multi-modal transportation enhancements, supporting technology, vibrant landscape, parking strategies, support of existing retail and ground-floor businesses, and the safety and experience of all users.

The process will include community engagement to shape the final design (building on the concept adopted in the Downtown Plan), site engineering, phasing, and construction documentation to prepare the project for construction bidding.

The city issued a Request for Qualifications in September of 2021 for the Columbus Avenue Design and Reconstruction Plan Project. The request was posted on the City Website and sent directly to firms. Requests were accepted through October 27, 2021. The following firms and their partners submitted qualifications:

1. Osborn Engineering
2. GDP Group
3. Smith Group
4. Red Barn Group Inc.
5. K.E. McCartney & Associates
6. LSSE Civil Engineers and Surveyors
7. Langan
8. Wallace Pancher Group

The city utilized a Selection Committee, comprised of city staff from multiple departments, who each reviewed proposals using a scoring sheet included in the RFQ. The highest scoring firm was selected as the most qualified firm to complete the project.

The general scope of the professional services include:

- Engagement: Working group, stakeholder, steering committee engagement; Support for community engagement conducted by the city

- Data collection: Review of existing utilities, structures, layout, vegetation, infrastructure assessment, topographic and boundary survey, basemapping, property ownership, utility survey, geotechnical information, traffic counts and turning movements, identification of underground structures
- Draft Design Plans & Visualizations: Draft graphic representations including high-quality renderings, narratives, and character images to describe the program and feel of the design intent. Precedent images of materials including paving, seating areas, lighting, winter features and plantings will be included for review.
- 30% Engineering Plans: Including preliminary: plan and profile sheets, pavement elevation and details, storm sewer laterals profiles and details, waterline location, lighting plan, traffic control plan including bicycle and pedestrian, schematic design plan of layout and materials including hardscape, green infrastructure, plant materials and planting details, cost estimates
- 60% Engineering Plans: Including updates to preliminary documents in the 30% design phase and environmental documentation
- Final Design: Completion of all documentation necessary for final plans and specifications. Final construction cost estimate to be used as the Engineer's Estimate for project bidding. Construction plans and specifications will be prepared in accordance with the City and ODOT standards and following the requirements of ADA regulations. Ohio Department of Transportation Construction and Material Specifications (ODOT CMS) will be utilized. professional services for the bidding and construction phases of the project to answer bidders' questions, review shop drawings and submittals.
- If authorized scope items, with fee reserved, in the case of expected but undetermined needs throughout project development and construction. These include research and development of easements for property encroachments, subsurface utility location services, and services during construction.

The design services will not exceed $597,929 including all normal reimbursable expenses.

BUDGETARY INFORMATION: The project will be funded by Capital Projects Fund to be reimbursed by the Central Public Improvement (Downtown) TIF.

ACTION REQUESTED: It is recommended that an ordinance authorizing a Design Services contract between the City of Sandusky and Osborn Engineering for the Columbus Avenue Streetscape Design and Reconstruction Project in the amount of $597,929 be prepared 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 expeditiously proceed with the professional services and have the design completed by the end of 2022.

I concur with this recommendation:

_____	_____
Eric Wobser	Jonathan Holody
City Manager	Director of Community Development

Cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Columbus Avenue Streetscape Design

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

Account # 431-6170-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

ORDINANCE NO. _____

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

WHEREAS, the proposed Columbus Avenue Streetscape Design and Reconstruction Project involves the design and rehabilitation of approximately 1400 feet on Columbus Avenue extending from Adams Street to Water Street and includes a streetscape design that will address public space, street, and sidewalk improvements – including multi-model transportation enhancements, supporting technology, vibrant landscape, parking strategies, support of existing retail and ground-floor businesses, and the safety and experience of all users; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the Columbus Avenue Streetscape Design and Reconstruction Project in which eight (8) submittals were received, evaluated and ranked by a selection committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined Osborn Engineering of Cleveland, Ohio, was the most qualified; and

WHEREAS, Osborn Engineering will be providing professional design services for the Columbus Avenue Streetscape Design and Reconstruction Project summarized as follows:

Phase 1 (Schematic Design 30%) Data Review & project Work Plan, Community Engagement Support, Field Data Collection, Draft Documents, Preliminary Plan Deliverables
Phase 2 (Design 60%)
Phase 3 (Final Design)
Phase 4 (Subsurface Utility Investigation & Construction Services) if authorized

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, the cost of the professional design services is not to exceed $597,929.00 and will initially be paid with Capital Projects Funds and reimbursed with Central Public Improvement (Downtown) Tax Increment Financing (TIF) 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 immediately proceed with the professional services in order to have to the design completed by the end of 2022; 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 Planning, 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 Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the Columbus Avenue Streetscape Design and Reconstruction Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Five Hundred Ninety Seven Thousand Nine Hundred Twenty Nine and 00/100 Dollars ($597,929.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2022, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Community Development designated below or successor (the "Chief Planner"), 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:	Columbus Avenue Streetscape Design & Reconstruction Project
Director of Community Development:	Jonathan Holody
Address:	Department of Community Development City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Osborn Engineering
Contact:	Scott Vura
Address:	1100 Superior Avenue, Suite 300 Cleveland, Ohio 44114-2530 svura@osborn-eng.com

EXHIBIT "1"
DRAFT

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 Chief Planner 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 Chief Planner, 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 Chief Planner. 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.

EXHIBIT "1"
DRAFT

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.

EXHIBIT "1"
DRAFT

4.4. **Authorized Representative.** The City has designated the Chief Planner 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 Chief Planner is absent or unavailable, the City 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 five hundred ninety-seven thousand nine hundred twenty-nine and 00/100 dollars ($597,929.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

EXHIBIT "1"

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.

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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.

EXHIBIT "1"
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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.

EXHIBIT "1"
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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.

EXHIBIT "1"
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7.5. **Appeal to City Manager.** 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 Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City manager 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 phase 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.

EXHIBIT "1"
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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.

EXHIBIT "1"
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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

EXHIBIT "1"

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 then 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 _____. 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.

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EXHIBIT "1"

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

APPROVAL:

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

_____
Brendan Heil
Law Director

EXHIBIT "1"
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CERTIFICATE OF FUNDS

In the matter of: **Columbus Avenue Streetscape Design and 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. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: _____, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By:_____
Michelle Reeder, CPA
Finance Director

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_____ _____
Account Number Not to Exceed Amount

OSBORN
ENGINEERING

P20211110.000

December 14, 2021, revised January 5, 2022

Arin Blair, AICP
Chief Planner
COMMUNITY DEVELOPMENT DEPARTMENT
240 Columbus Ave
Sandusky, OH 44870 *sent via email: ablair@ci.sandusky.oh.us*

Re: Professional Design Services Cost Proposal
Columbus Avenue Streetscape Design and Reconstruction
Sandusky, Ohio

Dear Chief Blair,

Osborn Engineering would like to thank the City of Sandusky for having the confidence in our team and selecting us as the most qualified firm. We are pleased to offer our professional design services scope and fee for the above referenced project. The project involves the rehabilitation of approximately 1400 feet on Columbus Avenue extending from Adams Street to Water Street. The plans will build on the vision established in the Downtown Sandusky Master Plan, developing a comprehensive and detailed plan for Columbus Avenue to become downtown's most vibrant street. The Columbus Avenue Streetscape Design and Reconstruction Plan will be a detailed, block-by-block urban design analysis and streetscape design that will address public realm street and sidewalk improvements, multi-modal transportation enhancements, supporting technology, green infrastructure, parking strategies, and a forward-thinking strategy for support of existing retail and ground-floor businesses, residents, and Sandusky tourists.

EXHIBIT "A"

While the overall design vision and components will display a unified character for Columbus Avenue downtown, segments of the roadway are expected to display this identity within their specific context. Anticipated design character segments include:

A. Festival Street + Linear Park: Washington Row to Water Street
   - Refine and detail the vision developed in Downtown Plan

B. Formal Civic: Adams Street to Washington Row
   - Respond to civic character of County Courthouse frontage and Washington Park

Osborn Engineering will provide roadway, drainage, maintenance of traffic, lighting and traffic control design. We've partner with MKSK to perform Planning and Urban Design, Landscape Architecture and Community Engagement. KS Associates will perform the survey and base mapping. NEAS will provide

geotechnical investigation and engineering as well as subsurface utility investigation. Lawhon will provide environmental documentation. Osborn Engineering Team will provide services in the following phases:

PHASE 1- SCHEMATIC DESIGN 30%

Task 1 – Data Review & Project Work Plan

A. Establish Working Group – The City of Sandusky will establish a working group with assistance/input from the Osborn team. The Osborn team will be responsible for maintaining an updated roster of all contributing members of the working group and design team.
B. Project Work Plan – The Osborn team will develop a project schedule and workplan with our consultants and the Working Group to be reviewed and approved by the City of Sandusky. The schedule will be update throughout the project duration. The Osborn team anticipates (1) in-person meeting with the Working Group to review and establish an initial outline for this plan.
C. Engagement Plan – The City of Sandusky will establish and Engagement Plan with assistance/input from the Osborn team. We anticipate (1) online meeting with the Working Group to review and comment on the City of Sandusky's proposed outline for Engagement.
D. Record Data Collection – Data to be collected in the initial phase of this project includes:
    a. Historic and current aerial imagery of the site boundary
    b. Existing topography and boundary surveys (Provided by the City of Sandusky)
    c. Collection of GIS information as available (Provided by the City of Sandusky and others)
E. Preliminary Field Data Collection-Site review of existing utilities, structures, layout, vegetation

EXHIBIT "A"

Task 2 – Community Engagement Support

A. After the Engagement Plan is reviewed and approved by the City of Sandusky, the Osborn team will provide assistance and support to the city throughout the Community Engagement Process. Osborn anticipates that support as follows:
    a. Participation in-person in a City led walking tour of the proposed project boundary with the Community

    b. Participation in stakeholder one-on-one discussions and/or small group meetings and provision of documentation. These meetings will be led by MKSK and assume combination of online and in-person meetings coordinated with project site visits.

    c. Provision of documentation for Community Group meetings. These meetings will be led by the City of Sandusky and Osborn attendance will not be required. The Osborn team will review any impacts to the development of the design with the City of Sandusky and provide revisions to the design plans at the direction of the City.

    d. Provision of documentation for Focus Group/Steering Committee meetings. These meetings will be led by MKSK with support from the City of Sandusky and assumes in-person attendance at up to three (3) meetings in this process. The Osborn team assumes coordination with the Arts Committee to identify appropriate locations for public art within

this corridor will be included as part of these Focus Group meetings. The Osborn team will review any impacts to the development of the design with the City of Sandusky and provide revisions to the design plans at the direction of the City.

e. Osborn assumes that public input will be provided in a variety of formats as defined in the Engagement Plan, and may include online surveys, visual preference surveys, written comment, SWOT analysis, etc. Osborn assumes this public input will be collected, reviewed and summarized by the City of Sandusky and Osborn will provide revisions to the design plans at the direction of the City.

f. Osborn assumes that substantial revisions to the design proposal shall occur at regularly defined intervals throughout the Engagement Process, and up to three (3) rounds of substantial revisions as per public or steering committee comment and confirmed by the City of Sandusky are included in this proposal.

Task 3 – Field Data collection

A. The Osborn team lead by KS associates will conduct survey and basemapping. This documentation and analysis will include:
   a. Infrastructure Assessment
   b. Topographic Survey from right of way to right of way lines and 40' beyond the Columbus Avenue right of way within the green space of Washington Park.
   c. Boundary Survey
   d. Ownership, Property and Title Scan
   e. Utility survey and research
B. Geotechnical information will be collected and analyzed and lead by NEAS.
   a. Pavement cores
   b. Soil boring and classifications
C. Traffic counts for turning movements and analysis.
D. Osborn will work with the city and property owners to identify vaults/coal shoots and other structures extending from buildings under the sidewalk.

EXHIBIT "A"

Task 4 – Draft Documents

A. The Osborn team with MKSK leading will work with the City of Sandusky to develop Draft Design Plans for Working Group to review and approve.
   a. Draft graphic representations may include plan renderings, narratives, and character images to describe the program and feel of the design intent. Precedent images of materials including paving, seating areas, lighting, winter features and plantings will be included for review.
   b. 3D models may be used for massing studies and illustrations.
   c. Critical and Typical Sections of up to (6) station points along the project ROW.
   d. Maintenance of traffic (Vehicle and pedestrian) phasing and timing.

B. Renderings and "Look Book"

a. High-Quality Renderings (up to 5 total)
    i. To illustrate design intent
    ii. For City marketing needs

C. Meetings with Working Group

a. The Osborn team anticipates (1) online meeting and (1) in-person meeting with the Working Group during the draft document phase to review and provide feedback on design progress.

D. Public Presentation

a. The Osborn team assumes preparation and in-person attendance at one (1) City of Sandusky led Public Presentation at the conclusion of the draft document phase.

E. Review, Comment Coordination and Client Feedback

a. The Osborn team assumes the City of Sandusky will collect public feedback at the conclusion of this phase and MKSK will review coordinated comments in preparation for development of 30% Engineering Plans.

Task 5 – Preliminary Plan Deliverables

A. Following approval of the draft document plan, Osborn Engineering and MKSK will compile 30% Engineering Plans. Compilation of this document will include:

EXHIBIT "A"

a. Title Sheet
b. Draft notes and specifications
c. Typical Section
d. Preliminary MOT Layouts
e. General Summary and sub summary sheets layout
f. Preliminary Plan and Profile Sheets
g. Preliminary Pavement Elevation Table
h. Preliminary Pavement Details
i. Preliminary Storm Sewer Laterals Profiles and Details
j. Preliminary Waterline location.
k. Preliminary Lighting Plan
l. Preliminary Traffic Control Plan Sheets, including bike and pedestrian signalization
m. Schematic Design Plan (MKSK)
    i. Graphic representations may include plan renderings, narratives, and character images to describe the program and feel of the design intent.
    ii. 3D models may be used for massing studies and illustrations.
    iii. Critical and Typical Sections and Elevations
n. Visualizations & Exhibits (MKSK)
    i. High-Quality Renderings (up to 5 total)
        1. To illustrate design intent
        2. For City marketing needs
o. Layout & Materials Plan (MKSK)

i. Hardscape Material schedule, legend, and notes.
ii. Green infrastructure opportunities
iii. General dimensions
iv. Typical details
v. Elevations

p. Planting Plan (MKSK)
   i. Plant Material schedule, legend, and notes.
   ii. Typical planting and soil details

q. Preliminary Opinion of Probable Cost estimates

B. The Osborn team assumes preparation and attendance at one (1) City of Sandusky led Public Presentation at the conclusion of the 30% draft document phase. The Osborn team assumes the City of Sandusky will submit/present the plans to all other public agencies as part of the public review or permitting process. The Osborn team assumes the 30% draft documents will be utilized for this process, and additional plan submissions related to public review or permitting are not included as part of this scope.

C. The Osborn team will work with the city staff to develop construction phasing plans that will address maintenance of vehicle and pedestrian traffic, access to businesses, construction time lines and the costs associated with each alternative. This information will help to determine appropriate sale date and length of construction.

EXHIBIT "A"

D. The Osborn team assumes the City of Sandusky will collect public feedback at the conclusion of this task and the Osborn team will review coordinated comments in preparation for development of 60% Engineering Plans.

PHASE 1- SCHEMATIC DESIGN 30% FEE ESTIMATE:

Osborn Engineering..... $ 102,123
MKSK ..... $ 147,600
Ks Associates ..... $ 32,900
NEAS..... $ 11,395

Total Schematic Plan fee.....$ 294,018

PHASE 2 – 60% DESIGN

After a robust public process and the working groups review and approval, the Osborn Engineering team will progress to developing detail construction drawings and specifications. The team will further develop the 30% preferred drawings to the next phase to be submitted for review and approval. Our team assumes (1) in-person meeting and (1) online meeting with the City during development of these plans and have provided for (1) additional public meeting, as needed. Our anticipated scope of the proposed improvements is as follows:

1. Remove and replace the pavement of Columbus Ave from Washington to Water Street.
2. Resurface Columbus Ave. from Adams St. to Washington St.
3. Realign or replace the existing concrete sidewalk, crosswalks, curbs and curb ramps.
4. Waterline replacement, connections and details.
5. Replacement of Catch basin and lateral into the existing storm.
6. Upgrade pedestrian and roadway lighting.
7. Perform environnemental documentation as follow:
    a. Section 106 Scoping Request Form – Lawhon will complete a Section 106 Scoping Request Form per ODOT's most recent guidance manual. The form will be uploaded to ODOT's EnviroNet system for review and coordination. Based upon the project type it is unlikely that any advanced cultural resource studies will be needed.
    b. Regulated Materials Review (RMR) Screening – Lawhon will complete the RMR Screening following ODOT's current guidance manual; form will be uploaded to EnviroNet for review.
    c. Ecological Exempt Form- Lawhon will prepare and ecological exempt form for the project to upload into EnviroNet. Lawhon anticipates no ecological recourses within the study area.
    d. C2 Environmental Document - The project will be processed as a Level 2 Categorical Exclusion (C2). The CE will include all necessary documentation of required studies and will include Environmental Justice mapping, and public involvement documentation on ODOT's EnviroNet platform.

EXHIBIT "A"

8. Perform signal analysis and upgrade the traffic signals, including pedestrian signals at Adams and Washington streets with new installations on mast arms. Improve intersections and pedestrian crossing including 4-way stop at Market and two way stop at Washington Row.
9. Prepare maintenance of traffic plans with staged construction to provide for vehicle and pedestrian traffic.
10. Layout, Materials and Planting Plan Revisions (MKSK).
11. Prepare a construction cost estimate.

PHASE 2- 60% DESIGN FEE ESTIMATE:

Osborn Engineering..... *$* 106,950
MKSK *$50,000*
Lawhon and Assoc. ..... $ 11,075

Total 60% Design Plan fee.....*$* 168,025

PHASE 3 – FINAL DESIGN

After approval of the Phase 2 plans detail plans will be completed for final plans and specifications. A compilation of this document will include:

a. Title Sheet
b. Schematic Plan
c. 3-Point References
d. Typical Sections
e. City's Standard drawings and details.
f. General Notes
g. MOT Notes and Sub Summary
h. MOT Typical Sections
i. MOT Plans and Details
j. General Summary
k. Pavement, Sidewalk, Castings and Drainage Sub Summary
l. Project Site Plan
m. Plan and Profile Sheets
n. Pavement Elevation Table
o. Pavement Details
p. Intersection Details
q. Storm Sewer Laterals Profiles and Details
r. Waterline replacement plans detail and specifications.
s. Traffic Control Notes
t. Signing and Pavement Marking Sub summary
u. Signing and Pavement Marking Plans
v. Traffic Signal Notes
w. Traffic Signal Plans, Details / Sub Summary
x. Lighting Plan
y. Hardscape Material plan, schedule, legend, and notes (MKSK).
z. Hardscape Typical details (MKSK)
aa. Site Layout Plan and Enlargments (MKSK)
bb. Planting Plan, schedule, legend, and notes (MKSK).
cc. Typical planting and soil details (MKSK)

EXHIBIT "A"

Prepare a final construction cost estimate to be used as the Engineer's Estimate for the project bidding. Our team assumes (1) in-person meeting and (1) online meeting with the City during development of these plans.

Construction plans and specifications will be prepared in accordance with the City and ODOT standards and following the requirements of ADA regulations. Ohio Department of Transportation Construction and Material Specifications (ODOT CMS) will be utilized. General notes, technical specifications and the bid form/quantity tabulation will be prepared by Osborn. MKSK will assist Osborn with this effort through quantity tabulations for site improvement items. The front-end general requirements and form of contract will be provided by the City.

Provide limited professional services for the bidding and construction phases of the project to answer bidders' questions, review shop drawings and submittals. MKSK will assist Osborn with this effort through review and response for site improvement items.

PHASE 3- FINAL DESIGN FEE ESTIMATE:

Osborn Engineering..... *$* 60,356
MKSK *$35,000*

Total Final Plan fee .....*$* 95,356

Osborn Engineering has included fees for anticipated work that is not clearly defined at this time. As the project develops these services will become more apparent. For this reason, we have included these services as a "if authorized" amount to the proposed contract fee. The following services are if authorized.

EXHIBIT "A"

1. Research and development of easements or legal descriptions for existing property encroachments.
2. Subsurface utility location services by NEAS. At this time, we are unsure of the possible utility conflicts. We have established a unit fee for possible potholing in areas that may have utility conflicts. These conflicts will be more apparent after 60% plans are developed.
3. Services during construction. The city may request the Osborn Engineering team to attend construction progress meetings, review construction details or installations on-site, or review submitted substitutions during the construction phase.

PHASE 4- IF AUTHORIZED FEE ESTIMATE:

Osborn Engineering..... *$*20,000
NEAS *$20,529*

Total Final Plan fee .....*$* 40,529

Osborn Engineering shall provide additional services for the project, only when payment is authorized in writing. Such services shall consist of providing any services not otherwise included in this proposal or not customarily furnished in accordance with generally accepted engineering practice.

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

1. Improvements to existing mainline sanitary or mainline storm conduits.
2. Right of way plans and/or acquisition.
3. Daily Construction Administration Services.

Our Time and Material to a maximum fee is $557,400 for the design phase, including all normal reimbursable expenses and subconsultant fees. The If authorized services are $40,529 for a total of $597,929. A detailed cost proposal breakdown is attached to this letter, as well as copies of our subconsultants' proposals. Invoices for services and reimbursable expenses shall be submitted on a monthly basis based on completed work to date.

We anticipate the full design phase will take approximately 13 months to be substantially complete assuming authorization in February 2022. We anticipate submitting our plans for review by the city with comments returned within 30 calendar days. A detailed schedule is attached and maybe revised based on construction phasing as determined in Phase 1 preferred alternate.

If any of our proposed Scope of Work differs from your expectations, 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.

EXHIBIT "A"

Respectfully Submitted,
OSBORN ENGINEERING,
Scott A. Vura, P.E., LEED AP

By: Bonita G. Teeuwen, P.E.
Director of Municipal & Transportation Engineering

w/attach.

cc: OEC-acctg, S.Vura, C.Meves (MKSK)

Proposal Fee Summary Sheet

PROJECT: **Columbus Avenue Streetscape Design and Reconstruction**
DATE: **December 14, 2021, Rev 1-5-22**
CONSULTANT/CONTACT: **Osborn Engineering**

	Man-hours Prime & Subs	**Average Rate**	**Cost**
A. Base Contract			
Schematic 30% Design	2125	$138.36	$294,018
60% Design	1265	$132.83	$168,025
Final Design	691	$138.00	$95,356
Sub-Total A: (Stage I + II)	**2816**		**$557,400**
B. "If Authorized Items"			
Subsurface Utility Investigation	151	$135.95	$20,529
Construction Services (T&M)			$20,000
Sub-Total B: ("If Authorized Items")	**151**		**$40,529**
TOTAL (A + B)	**2967**		**$597,929**

EXHIBIT "A"

The overhead and profit rates listed below along with the actual hourly rates plus approved expense will be

Overhead %: 158.01% Profit %: 11%

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction
DATE: December 14, 2021, Rev 1-5-22
CONSULTANT/CONTACT: Osborn Engineering

Schematic 30% Design

Work Items/tasks	Man Hours	Average Rate	Cost
1. Field Survey & Data Gathering	60	$52.27	$3,136
2. Preliminary Engineering	550	$45.28	$24,902
3. Public Meeting	52	$68.23	$3,548
4. Utility Coordination	10	$48.40	$484
4. Engineer's Opinion of Probable Co	27	$41.33	$1,116
6. Meetings	24	$61.75	$1,482
Total (Hrs & Direct Labor Cost)	**723**	**$47.95**	**$34,668**
Overhead (158.01 %)			$54,779
Subtotal - 1			$89,447
Net Fee (11 %)			$9,839
Subtotal - 2			$99,286
Allowable Direct Cost			$2,837
* Subconsultant's Costs			
MKSK	1107	$46.78	$147,600
KS associates	255	$45.25	$32,900
NEAS	40	$45.70	$11,395
Total, Schematic 30% Design (Hrs & Cost)	**2125**	**$138.36**	**$294,018**

EXHIBIT "A"

* Provide Separate Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: **Columbus Avenue Streetscape Design and Reconstruction**
DATE: **December 14, 2021, Rev 1-5-22**
CONSULTANT/CONTACT: **Osborn Engineering**

60% Design

Work Items/tasks	**Man Hours**	**Average Rate**	**Cost**
1. Detailed Roadway Plans	**708**	**$46.60**	**$32,990**
2. Public Meetings	24	$53.75	$1,290
3. Utility Coordination	14	$30.00	$420
4. Engineer's Opinion of Probable Cost	24	$41.00	$984
5. Meetings	25	$52.00	$1,300
Total (Hrs & Direct Labor Cost)	**795**	**$46.52**	**$36,984**
Overhead (158.01 %)			$58,438
Subtotal - 1			$95,422
Net Fee (11 %)			$10,496
Subtotal - 2			$105,919
Allowable Direct Cost			$1,031
* Subconsultant's Costs			
MKSK	360	$48.73	$50,000
Lawhon	110	$36.55	$11,075
Total, 60% Design (Hrs & Cost)	**1265**	**$132.83**	**$168,025**

EXHIBIT "A"

* Provide Separate Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: **Columbus Avenue Streetscape Design and Reconstruction**
DATE: **December 14, 2021, Rev 1-5-22**
CONSULTANT/CONTACT: **Osborn Engineering**

Final Design

Work Items/tasks	**Man Hours**	**Average Rate**	**Cost**
1. Detailed Roadway Plans	320	$48.48	$15,515
2. Public Meetings	4	$84.00	$336
3. Utility Coordination	14	$37.71	$528
4. Project Manual	44	$46.73	$2,056
5. Engineer's Opinion of Probable Cost	36	$47.89	$1,724
6. Meetings	12	$55.00	$660
Total (Hrs & Direct Labor Cost)	**430**	**$48.42**	**$20,819**
Overhead (158.01%)			$32,898
Subtotal - 1			$53,717
Net Fee (__11__%)			$5,909
Subtotal - 2			$59,625
Allowable Direct Cost			$731
* Subconsultant's Costs:			
MKSK	261	$47.05	$35,000
Total,Final Design (Hrs & Cost)	**691**	**$138.00**	**$95,356**

EXHIBIT "A"

* Provide Separate Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction
DATE: December 14, 2021, Rev 1-5-22
CONSULTANT/CONTACT: Osborn Engineering

Subsurface Utility Investigation
"If Authorized"

Work Items/tasks	Man Hours	Average Rate	Cost
1. Coordination with SUE subconsultant	0	#DIV/0!	$0
Total (Hrs & Direct Labor Cost)	**0**	**#DIV/0!**	**$0**
Overhead (158.01%)			$0
Subtotal - 1			$0
Net Fee (__11__%)			$0
Subtotal - 2			$0
Allowable Direct Cost			
* Subconsultant's Costs:			
NEAS	151	$32.71	$20,529
Total, Subsurface Utility Investigation(Hrs & Cost)	**151**	**$135.95**	**$20,529**

EXHIBIT "A"

* Provide Separate Proposal (Services, Man-hours & Cost)

KS ASSOCIATES

Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

December 14, 2021

Ms. Bonnie Teeuwen, PE
Osborn Engineering
1100 Superior Avenue, Suite 300
Cleveland, Ohio 44114

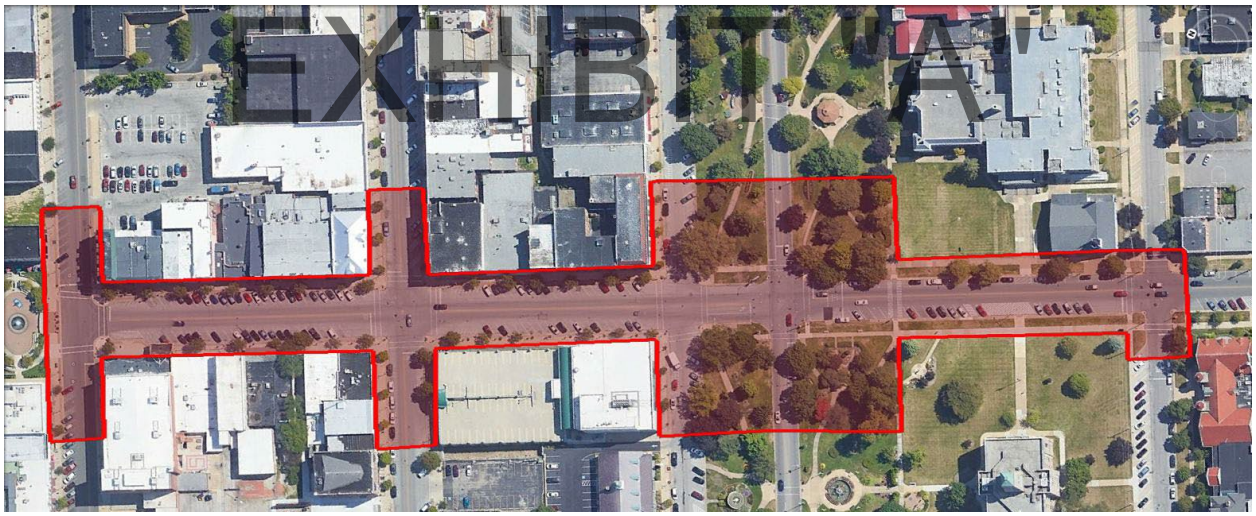
Re: Columbus Avenue – City of Sandusky
Surveying Services
KS Project No. 21156

Dear Ms. Teeuwen:

KS Associates, Inc. (KS) is providing Osborn Engineering (Client) with the following proposal of services related to the above referenced project. In general, these services are to provide topographic surveying and mapping services for use in roadway engineering and streetscape design. These services and associated fees are further detailed as follows:

Scope of Services

Perform a topographic survey of Columbus Avenue between and including the intersections of Water Street and Adams Street in the City of Sandusky, Ohio. The limits of the survey are defined in the aerial image below.



The survey will include the following:

2.3.A.A Project Control, Benchmarks, and reference points

- Establish a baseline of survey for use in surveying the site features and topography surveying (up to 8 points). Three-point reference ties will be established for the control points. Horizontal datum to be based on Ohio State Plane Coordinate System, North American Datum of 1983 (2011) (NAD 83 (2011). Bench Marks will be established on permanent features at 800-foot intervals. Elevations to be based on North American Vertical Datum of 1988 (NAVD 88).

Scope of Services, cont.

2.3.A.B Monumentation recovery

- Recover existing street centerline monuments to establish centerline of rights-of-way. Includes records research, review, calculations and analysis.

2.3.A.C Topographic Surveying and Base Mapping

- Perform a field topographic survey within the project limits shown above. The survey will include visible site features such as, but not limited to pavement, curb and gutter, pavement markings, signs, light poles, poles, traffic signals, parking meters, driveways, sidewalks, utilities (see details below), buildings, building doorway threshold locations, trees and landscaping.

- Cross-sections and elevations will be taken at 50-foot intervals with supplemental grade breaks, high/low points as necessary to define the pavement and ground surface.

- Survey of existing storm and sanitary sewers will provide rim/grate, pipe inlet and outlet elevations and sizes. Includes next upstream or downstream structure outside of the survey limits. Information will be obtained from the ground surface. Confined space entry or other means of investigation to obtain pipe information and cleaning or dewatering of structures is not included.

- Provide an ASCE Level C Subsurface Utility Engineering (SUE) Investigation by contacting the Ohio Utility Protection Service (OUPS) and other agencies to request plans and field markings of subsurface utilities. Any markings will be field located and reconciled with record information to map subsurface utilities. Note that this SUE level of effort does not assure location of all utilities. KS can provide other SUE investigation methods if desired for an additional fee. Overhead utilities/wires will be located for horizontal position only.

- Utilities and sewers will be mapped in 2D plan view. 3D Pipe Network mapping is not included.

- Linework and existing ground surface (TIN) shall be generated and incorporated an AutoCAD Civil 3D 2018 drawing file.

EXHIBIT "A"

Fee and Schedule

We will provide the above services based on a time and materials amount not to exceed *Thirty-Two Thousand Nine Hundred Dollars ($32,900.00).* It is understood the survey would be authorized to commence in January or February 2022. We anticipate being able to complete the survey in approximately four (4) to five (5) weeks from receipt of an executed agreement and Notice to Proceed. Schedule is subject to delays from inclement weather and snow cover that may obscure site features.

We trust that these services will meet with your objectives. Services are subject an executed agreement between the Client and KS with terms and conditions mutually acceptable to both parties. Feel free to contact me should you have any questions regarding this matter.

Sincerely,

KS ASSOCIATES, INC.

Mark A. Yeager, P.S.
Director of Surveying Services

cc: billing file

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EXHIBIT "A"

OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

EXHIBIT "A"

City of Sandusky

<PID>

Columbus Road Replacement

Barr Engineering Inc. (dba) NEAS Inc.

Prepared By: **Jawdat Siddiqi, PE**

Date prepared: **December 13, 2021**

Jawdat Siddiqi
2800 Corporate Exchange Drive, Suite 240
Columbus, Ohio 43231
<CONTACT ADDRESS>
O. 614-714-0299 C. 614-354-7558
jsiddiqi@neasinc.com

GEOTECHNICAL EXPLORATION PROPOSAL — COST SUMMARY

C/R/S :	**City of Sandusky**	Overhead Percentage =	170.96%
PID NO.:	**<PID>**	ODOT Statewide Percentage for Net Fee =	158.08%
CONSULTANT:	**Barr Engineering Inc. (dba) NEAS Inc.**	Net Fee Percentage =	10.00%
DATE:	**December 13, 2021**	Cost of Money =	0.44%

Task		Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance		$68.00	3	$204	$349	$1			$53	$607
Field Reconnaissance		$0.00	0	$0	$0	$0			$0	$0
Exploration Plan		$0.00	0	$0	$0	$0	$0	$0	$0	$0
	Subtotal	**$68.00** Avg. Rate	**3**	**$204**	**$349**	**$1**	**$0**	**$0**	**$53**	**$607**
FIELD COORDINATION										
Field Coordination		$42.67	6	$256	$438	$1	$0		$66	$761
Logging (if drilling is subcontracted)		$0.00	0	$0	$0	$0	$0		$0	$0
	Subtotal	**$42.67** Avg. Rate	**6**	**$256**	**$438**	**$1**	**$0**		**$66**	**$761**
FIELD EXPLORATION										
	Subtotal							**$0**		**$4,231**
LABORATORY TESTING										
	Subtotal							**$0**		**$1,730**
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway		$44.13	31	$1,368	$2,339	$6	$0	$0	$353	$4,066
Bridge		$0.00	0	$0	$0	$0		$0	$0	$0
Other Structures (describe)		$0.00	0	$0	$0	$0		$0	$0	$0
Geohazard (describe)		$0.00	0	$0	$0	$0		$0	$0	$0
Stage 2 Plan Review		$0.00	0	$0	$0	$0		$0	$0	$0
Final Plan Review		$0.00	0	$0	$0	$0		$0	$0	$0
	Subtotal	**$44.13** **Avg. Rate**	**31**	**$1,368**	**$2,339**	**$6**	**$0**	**$0**	**$353**	**$4,066**
GRAND TOTAL ALL PARTS	**Total**	**$45.70** **Avg. Rate**	**40**	**$1,828**	**$3,126**	**$8**	**$0**	**$0**	**$472**	**$11,395**

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL **FIELD EXPLORATION**

C/R/S : **City of Sandusky**

PID NO.: **<PID>**

CONSULTANT: **Barr Engineering Inc. (dba) NEAS Inc.**

DATE: **December 13, 2021**

Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1	lump	$2,500.00	$2,500	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
			Subtotal	**$2,500**	
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones
Typical Application No.	N/A				
		days		$0	
Typical Application No.					
		days		$0	Traffic Control will be provided by the City of Sandusky
Railroad Traffic Control		days		$0	
			Subtotal	**$0**	
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method
Method Description					
		feet		$0	
Method Description					
		feet		$0	
Test Pits		each		$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit
Pavement/Bridge Deck Coring					Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.
Core Diameter	4	in.			
	2	each	$250.00	$500	
Core Diameter		in.			
		each		$0	
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig
Number of Drill Rig Days	1	days			
Total Soil Footage (ft)	35	**35**	ft/day		Two 7'-6" deep pavement borings and two 10'-0' deep pavement borings are proposed. Borings will be spaced at 400 feet along the length of the Columbus Road (Approximately 1400 feet). Boring locations will be provided by Osborn. GB-1 Subgrade stalization report will prepared and submitted. Excavation stability analysis, if needed, will be perfromed by others
Total Rock Footage (ft)	0	**0**	ft/day		
No Sampling		feet		$0	
5-ft SPT		feet		$0	
2.5-ft SPT		feet		$0	
Continuous SPT	35	feet	$26.00	$910	
Undisturbed Samples		each		$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		$0	
Permanent Borehole Sealing		feet		$0	
Skid Drilling					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0	**0**	ft/day		
Total Rock Footage (ft)	0	**0**	ft/day		
No Sampling		feet		$0	
5-ft SPT		feet		$0	
2.5-ft SPT		feet		$0	
Continuous SPT		feet		$0	
Undisturbed Samples		each		$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		$0	
Permanent Borehole Sealing		feet		$0	
Barge Drilling					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0	**0**	ft/day		
Total Rock Footage (ft)	0	**0**	ft/day		
5-ft SPT		feet		$0	
2.5-ft SPT		feet		$0	
Continuous SPT		feet		$0	
Undisturbed Samples		each		$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		$0	
Permanent Borehole Sealing		feet		$0	
Barge		days		$0	Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)
Other Exploratory Methods					CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.
Method Description					
		days		$0	
Method Description					
		days		$0	
In-situ Testing					Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction
Test:					
		days		$0	
Test:					
		days		$0	
Installation/Reading of Geotechnical Instruments					Excludes cost of drilling - present above. Includes all material and labor for installation
Open Standpipe Piezometer		feet		$0	
Monitoring Well		feet		$0	
Inclinometer		feet		$0	
Misc (describe)					pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.
		each		$0	
Instrument Readings		trips		$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction
			Subtotal	**$1,410**	
Direct Costs					
Drill Crew Meals and Lodging	1	Night	$321.36	$321	CONUS Lodging Rate $118.68 Inclues Taxes. Per Diem $42.00/day for First & Last Day of Travel. Per Diem $56.00/day
Other (describe)				$0	
			Subtotal	**$321**	
FIELD EXPLORATION TOTAL ALL PARTS			**Total**	**$4,231**	

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL — LABOR HOURS

C/R/S : **City of Sandusky**

PID NO.: **<PID>**

CONSULTANT: **Barr Engineering Inc. (dba) NEAS Inc.**

DATE: **December 13, 2021**

HOURLY RATES

Personnel Category	Salary Rate
Manager, P.E.	$87.72
Project Engineer, P.E.	$58.30
Staff Engineer	$42.63
CADD Technician	$35.21
Field Supervisor	$34.86
Technician	$33.08
Geologist	$34.90
Secretary	$24.36

HOURS BY PERSONNEL CATEGORY

Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	1	2	0	0	0	0	0	0	3	$204
Field Reconnaissance	0	0	0	0	0	0	0	0	0	$0
Exploration Plan	0	0	0	0	0	0	0	0	0	$0
Subtotal	**1**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**$204**
FIELD COORDINATION										
Field Coordination	0	2	0	0	4	0	0	0	6	$256
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	$0
Subtotal	**0**	**2**	**0**	**0**	**4**	**0**	**0**	**0**	**6**	**$256**
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	1	6	12	0	0	0	12	0	31	$1,368
Bridge	0	0	0	0	0	0	0	0	0	$0
Other Structures (describe)	0	0	0	0	0	0	0	0	0	$0
Geohazard (describe)	0	0	0	0	0	0	0	0	0	$0
Stage 2 Plan Review	0	0	0	0	0	0	0	0	0	$0
Final Plan Review	0	0	0	0	0	0	0	0	0	$0
Subtotal	**1**	**6**	**12**	**0**	**0**	**0**	**12**	**0**	**31**	**$1,368**
LABOR TOTAL ALL PARTS **Total**	**2**	**10**	**12**	**0**	**4**	**0**	**12**	**0**	**40**	**$1,828**

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL **LABORATORY TESTING**

C/R/S : **City of Sandusky**

PID NO.: **<PID>**

CONSULTANT: **Barr Engineering Inc. (dba) NEAS Inc.**

DATE: **December 13, 2021**

	Test	Test Method AASHTO	Test Method ASTM	Quantity	Unit	Unit Cost	Cost	Remarks
Soil Testing								
	Complete Classification	Multiple	Multiple	10	each	$173	$1,730	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	0	each	$14	$0	Visual Description per SGE Section 602
	Particle Size Analysis - Sieve Only	T88	D422	0	each	$72	$0	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	$99	$0	As modified per SGE Section 603.3
	Liquid Limit Test	T89	D4318	0	each	$44	$0	As modified per SGE Section 603.3
	Plastic Limit Test	T90	D4318	0	each	$41	$0	As modified per SGE Section 603.3
	Organic Content by Loss on Ignition	T267	D2974	0	each	$54	$0	
	Soil Unconfined Compression Test	T208	D2166	0	each	$86	$0	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	$191	$0	
	Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0	3 points	$1,004	$0	
	One-Dimensional Consolidation Test	T216	D2435	0	each	$575	$0	
	Specific Gravity Test	T100	D854	0	each	$69	$0	
	Direct Shear Test	T236	D3080	0	3 points	$552	$0	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	0	each	$107	$0	
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
					Subtotal		**$1,730**	
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	$104	$0	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	$240	$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	$69	$0	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	$278	$0	
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
					Subtotal		**$0**	
LABORATORY TESTING TOTAL ALL PARTS					**Total**		**$1,730**	

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL **DIRECT COSTS**

C/R/S : **City of Sandusky**

PID NO.: **<PID>**

CONSULTANT: **Barr Engineering Inc. (dba) NEAS Inc.**

DATE: **December 13, 2021**

Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
(describe)	0		$0.00	$0.00
(describe)	0		$0.00	$0.00
(describe)	0		$0.00	$0.00
			Subtotal	**$0.00**
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	$0.00	$0.00
Mileage	0	mile	$0.45	$0.00
Permits	0	each	$0.00	$0.00
Dozer and Operator (site access and restoration)	0	hour	$0.00	$0.00
Site Restoration (not including Dozer)	0	site	$0.00	$0.00
Railroad Permits	0	each	$0.00	$0.00
Other (describe)	0		$0.00	$0.00
Other (describe)	0		$0.00	$0.00
			Subtotal	$0.00
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	$0.00	$0.00
Mileage	0	mile	$0.45	$0.00
Other (describe)	0		$0.00	$0.00
			Subtotal	$0.00
			Subtotal	**$0.00**
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		$0.00	$0.00
(describe)	0		$0.00	$0.00
			Subtotal	**$0.00**
DIRECT COSTS TOTAL ALL PARTS			**Total**	**$0.00**

EXHIBIT "A"

Lawhon & Associates, Inc.
ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton

December 15, 2021

Bonita G. Teeuwen, PE
Osborn Engineering
1100 Superior Avenue - Suite 300
Cleveland, Ohio 44114-2530

RE: ERI-Columbus Avenue Streetscape; PID: NA
Environmental Services Fee Proposal
City of Sandusky, Erie County

Dear Ms. Teeuwen:
Lawhon & Associates, Inc. is pleased to provide our fee proposal for the rehabilitation of approximately 1,400 feet of Columbus Avenue extending from Adam Street to Water Street in Erie County, Ohio. It's our understanding that the City of Sandusky will manage any needed public involvement for the project including the property owner notification letters. Based on an email from you on December 7th the following items are proposed for environmental clearance for the project:

- **Section 106 Scoping Request Form** – Lawhon will complete a Section 106 Scoping Request Form per ODOT's most recent guidance manual. The form will be uploaded to ODOT's EnviroNet system for review and coordination. Based upon the project type it is unlikely that any advanced cultural resource studies will be needed.

EXHIBIT "A"

- **Regulated Materials Review (RMR) Screening** – Lawhon will complete the RMR Screening following ODOT's current guidance manual; form will be uploaded to EnviroNet for review.

- **Ecological Exempt Form-** Lawhon will prepare and ecological exempt form for the project to upload into EnviroNet. Lawhon anticipates no ecological recourses within the study area.

- **C2 Environmental Document** - The project will be processed as a Level 2 Categorical Exclusion (C2). The CE will include all necessary documentation of required studies and will include Environmental Justice mapping, and public involvement documentation on ODOT's EnviroNet platform.

- **General Oversight** – This task includes project setup, client updates, scheduling, invoices and client communication through project completion.

We look forward to working with your team on this assignment.
Sincerely,

Jessica Stratigakos
Project Manager

Susan S. Daniels, PE, AICP
Principal, Director of NEPA/Planning Service

Proposal Cost Summary

C/R/S : **ERI-Columbus Avenue Streetscape**
PID:
Agreement Number: **NA**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/15/2021**

Overhead Percentage	143.47%
Avg OH rate	158.08%
Net Fee Percentage	11.00%
Cost of money	0.62%

EXHIBIT "A"

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
A. Section 106 Scoping Request	$32.00	18	$576	$826	$4	$0	$0	$164	$1,570
B. RMR Screening	$34.33	24	$824	$1,182	$5	$0	$0	$234	$2,245
C. Ecological Exempt	$34.50	24	$828	$1,188	$5	$120	$0	$235	$2,376
D. C2 Document	$37.88	32	$1,212	$1,739	$8	$0	$0	$344	$3,303
E. General Oversight	$48.33	12	$580	$832	$4	$0	$0	$165	$1,581
Total	**$36.55**	**110**	**$4,020**	**$5,767**	**$26**	**$120**	**$0**	**$1,142**	**$11,075**

Proposed Labor Rates and Hours

C/R/S : **ERI-Columbus Avenue Streetscape**
PID: **0**
Agreement Number: **NA**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/15/2021**

Category	Rate	Category	Rate
PR	$70.00	Eng1	$28.00
ES4	$44.00	ES1	$20.00
ES3	$36.00	ES1-OT	$30.00
ES2	$28.00	GIS/Admin	$30.00

EXHIBIT "A"

	Labor Hours by Category								Total	Labor
Task	PR	ES4	ES3	ES2	Eng1	ES1	ES1-OT	GIS/Admi	Hours	Costs
A. Section 106 Scoping Request	0	2	4	8	0	0	0	4	18	$576
B. RMR Screening	0	2	14	4	0	0	0	4	24	$824
C. Ecological Exempt	0	4	10	4	0	0	0	6	24	$828
D. C2 Document	0	12	14	0	0	0	0	6	32	$1,212
E. General Oversight	2	10	0	0	0	0	0	0	12	$580
Total	**2**	**30**	**42**	**16**	**0**	**0**	**0**	**20**	**110**	**$4,020**

Non-Labor Direct Cost Summary

C/R/S : **ERI-Columbus Avenue Streetscape**
PID: **0**
Agreement Number: **NA**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/15/2021**

EXHIBIT "A"

Task	miles	mileage 0.52/mile	copies & postage				travel costs	field supplies	**Direct Costs**
A. Section 106 Scoping Request	0	$0	$0	$0	$0	$0	$0	$0	$0
B. RMR Screening	0	$0	$0	$0	$0	$0	$0	$0	$0
C. Ecological Exempt	230	$120	$0	$0	$0	$0	$0	$0	$120
D. C2 Document	0	$0	$0	$0	$0	$0	$0	$0	$0
E. General Oversight	0	$0	$0	$0	$0	$0	$0	$0	$0
Total	230	$120	$0	$0	$0	$0	$0	$0	$120

SUMMARY OF STEPS
Subsurface Utility Location Services

C-R-S **City of Sandusky** **Columbus Road Replacement**

Consultant: Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.
Agreement No. 0
Modification No. 0
PID No. 0
Proposal Date 7/30/2021

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Quality Level A								
$0.00	151	$4,939	$8,444	$22	$5,850	$0	$1,275	$20,529
Quality Level B								
$0.00	0	$0	$0	$0	$0	$0	$0	$0
Traffic Control								
$0.00	0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous								
$0.00	0	$0	$0	$0	$0	$0	$0	$0
TOTAL AUTHORIZED TASKS								
$0.00	**151**	**$4,939**	**$8,444**	**$22**	**$5,850**	**$0**	**$1,275**	**$20,529**
IF-AUTHORIZED TASKS:								
TOTAL IF-AUTHORIZED TASKS								
#DIV/0!	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
GRAND TOTAL	**151**	**$4,939**	**$8,444**	**$22**	**$5,850**	**$0**	**$1,275**	**$20,529**

EXHIBIT "A"

C-R-S	City of Sandusky Columbus Road Replacement	PROPOSAL LABOR SUMMARY										Version: Feb 2017
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.	Subsurface Utility Location Services										
Agreement No.												
Modification No.												
PID No.												
Proposal Date	7/30/2021											
	For: Ms. Bonnie Teeuwen Contact: Osborn Engineering P. 216-861-2020 C. 216-346-1408	No. of Units	Proj. Exec. Principal	Survey Manager P.S.	Project Manager P.S.	Field Survey PS	Field Survey Crew Chief	Field Survey Tech	Senior CADD Tech	Admin. Assistant	Total	
Task Description			$87.72	$66.00	$60.37	$52.52	$30.99	$22.53	$35.21	$24.36	Hours	Cost
AUTHORIZED TASKS:												
1 - QUALITY LEVEL A												
1.1 - Quality Level A												
1.1.A - 0.00-7.00 ft		10	2	5	10		50	50	30	4	151	$4,939
1.1.B - 7.01-13.00 ft											0	$0
1.1.C- 13.04-20.00 ft											0	$0
1.1.D - Over 20.00 ft											0	$0
	TOTAL - Quality Level A		**2**	**5**	**10**	**0**	**50**	**50**	**30**	**4**	**151**	**$4,939**
2 - QUALITY LEVEL B												
2.1 - Quality Level B												
2.1.A - Low - 5,000 ft/day											0	$0
2.1.B - Medium - 2,500 ft/day											0	$0
2.1.C - High - 1,000 ft/day											0	$0
	Total - Quality Level B		0	0	0	0	0	0	0	0	0	**$0**
3 - TRAFFIC CONTROL												
3.1 - Traffic Control												
3.1.A - Project Manager											0	$0
3.1.B - Labor											0	$0
	Total - 3 Traffic Control		0	0	0	0	0	0	0	0	0	**$0**
4 - MISCELLANEOUS												
4.1 - Miscellaneous												
4.2.A - Permit Fees											0	$0
4.2.B - Design / Surveying Vechicle											0	$0
4.2.C - Vacum Truck											0	$0
4.2.D - Mileage											0	$0
4.2.E - Other											0	$0
	TOTAL - Miscellaneous		0	0	0	0	0	0	0	0	0	**$0**
	TOTAL AUTHORIZED PARTS		2	5	10	0	50	50	30	4	151	$4,939
IF-AUTHORIZED TASKS:												
											0	$0
											0	$0
											0	$0
											0	$0
	TOTAL IF-AUTHORIZED PARTS		0	0	0	0	0	0	0	0	0	$0
	GRAND TOTAL		2	5	10	0	50	50	30	4	151	$4,939

EXHIBIT "A"

C-R-S	City of Sandusky Columbus Road Replacement	PROPOSAL COST SUMMARY									Version: Feb 2017
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.	Subsurface Utility Location Services									
Agreement No.	0			State Average Overhead Rate			158.08%				
Modification No.	0			Consultant Overhead Rate:			170.96%				
PID No.	0			Cost of Money:			0.44%				
Proposal Date	7/30/2021			Net Fee Percentage:			10%				
	For: Ms. Bonnie Teeuwen Contact: Osborn Engineering P. 216-861-2020 C. 216-346-1408	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Task Description											
AUTHORIZED TASKS:											
1 - QUALITY LEVEL A											
1.1 - Quality Level A											
1.1.A - 0.00-7.00 ft		10	$32.71	151	$4,939	$8,444	$22	$5,850	$0	$1,275	$20,529
1.1.B - 7.01-13.00 ft		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
1.1.C- 13.04-20.00 ft		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
1.1.D - Over 20.00 ft		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
	TOTAL - Quality Level A			**151**	**$4,939**	**$8,444**	**$22**	**$5,850**	**$0**	**$1,275**	**$20,529**
2 - QUALITY LEVEL B											
2.1 - Quality Level B											
2.1.A - Low - 5,000 ft/day		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
2.1.B - Medium - 2,500 ft/day		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
2.1.C - High - 1,000 ft/day		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
	Total - Quality Level B			**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
3 - TRAFFIC CONTROL											
3.1 - Traffic Control											
3.1.A - Project Manager		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.1.B - Labor		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
	Total - 3 Traffic Control			**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
4 - MISCELLANEOUS											
4.1 - Miscellaneous											
4.2.A - Permit Fees		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
4.2.B - Design / Surveying Vechicle		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
4.2.C - Vacum Truck		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
4.2.D - Mileage		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
4.2.E - Other		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
	TOTAL - Miscellaneous			**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	TOTAL AUTHORIZED PARTS			151	4939	8444	22	5850	0	1275	$20,529
IF-AUTHORIZED TASKS:											
		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
	TOTAL IF-AUTHORIZED PARTS			0	0	0	0	0	0	0	$0
	GRAND TOTAL			151	4939	8444	22	5850	0	1275	$20,529

EXHIBIT "A"

C-R-S	City of Sandusky Columbus Road Replacement	DIRECT COSTS									Version: Feb 2017
Consultant:	Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.	Subsurface Utility Location Services									
Agreement No.	0										
Modification No.	0										
PID No.	0										
Proposal Date	7/30/2021										
	For: Ms. Bonnie Teeuwen Contact: Osborn Engineering P. 216-861-2020 C. 216-346-1408	Mielage	Travel Day Per Diem	Full Day Per Diem	Designating / Surveying Vehicle	Vacum Excavation Truck Mobilization	Vacuum Truck Daily Operating Cost	Asphalt Patch	Concrete Patch	Hotel	Total
Task Description	Unit Cost:	$0.52	$48.00	$64.00	$0.00	$1,750.00	$150.00	$35.00	$50.00	$279.65	
AUTHORIZED TASKS:											
1 - QUALITY LEVEL A											
		Units	Units	Units	Units	Units	Units	Units	Units	Units	$
1.1 - Quality Level A											
1.1.A - 0.00-7.00 ft		360	4	6		1	5	10		8	$5,850.40
1.1.B - 7.01-13.00 ft											$0.00
1.1.C- 13.04-20.00 ft											$0.00
1.1.D - Over 20.00 ft											$0.00
	TOTAL - Quality Level A	**360**	**4**	**6**	**0**	**1**	**5**	**10**	**0**	**8**	**$5,850.40**
2 - QUALITY LEVEL B											
2.1 - Quality Level B											
2.1.A - Low - 5,000 ft/day											$0.00
2.1.B - Medium - 2,500 ft/day											$0.00
2.1.C - High - 1,000 ft/day											$0.00
	Total - Quality Level B	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
3 - TRAFFIC CONTROL											
3.1 - Traffic Control											
3.1.A - Project Manager											$0.00
3.1.B - Labor											$0.00
	Total - 3 Traffic Control	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
4 - MISCELLANEOUS											
4.1 - Miscellaneous											
4.2.A - Permit Fees											$0.00
4.2.B - Design / Surveying Vechicle											$0.00
4.2.C - Vacum Truck											$0.00
4.2.D - Mileage											$0.00
4.2.E - Other											$0.00
	TOTAL - Miscellaneous	0	0	0	0	0	0	0	0	0	$0.00
	TOTAL AUTHORIZED PARTS	360	4	6	0	1	5	10	0	8	$5,850
IF-AUTHORIZED TASKS:											
											$0.00
											$0.00
											$0.00
											$0.00
	TOTAL IF-AUTHORIZED PARTS	0	0	0	0	0	0	0	0	0	$0
	GRAND TOTAL	360	4	6	0	1	5	10	0	8	$5,850

EXHIBIT "A"

COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: February 7, 2022

Subject: Commission Agenda Item – Professional Services Agreement for the South Side Sandusky Neighborhood Plan

ITEM FOR CONSIDERATION: Agreement with Smith Group for Professional Services to complete the South Side Sandusky Neighborhood Plan

BACKGROUND INFORMATION: Sandusky adopted the Bicentennial Vision in 2016, which includes a citywide Comprehensive Plan and Strategic Plan. As an outcome of this planning process, the City Strategic Plan calls out the main goal of creating a City that is vibrant, livable, connected, a destination, and celebrated. The planning process also identified specific neighborhoods for focus and investment. This led to the creation of the 2017 Sandusky Neighborhood Initiative which highlighted six target neighborhoods, including the South Side neighborhood. Since adoption of both of these planning processes, the City has implemented portions of these plans. However, the South Side has its own unique sets of assets and challenges, and it has been determined that a planning process dedicated to this neighborhood was needed.

Key items that will be included in the South Side Neighborhood Plan are as follows:

- AN ITERATIVE ENGAGEMENT PROCESS. A thorough, creative community engagement process is essential for a successful planning process, identification of community needs, and prioritization of implementation items.
- A PHYSICAL DEVELOPMENT APPROACH TO NEIGHBORHOOD AND RECREATION FACILITIES. An in-depth neighborhood plan, including corridors, neighborhood housing and park areas.
- MACARTHUR PARK HOUSING REDEVELOPMENT. A holistic look at the existing infrastructure and housing within the MacArthur Park area and determine best course of action for infill development. In addition, the plan will include a conceptual improvement plan for Churchwell Park including an illustrative site plan, a list of improvements and an order of magnitude budget range for improvements.
- AN APPROACH TO NEIGHBORHOOD SAFETY. This neighborhood is home to many of Sandusky City Schools students and athletic facilities, including the football stadium. The plan will focus on design principles to take advantage of these assets and ensure the neighborhood is safe and welcoming to youth and families.
- COMMUNITY BUILDING AND PARTNER BUILDING. Nurture resident leaders in the neighborhood and identify and cultivate relationships with institutional and private stakeholders in or adjacent to neighborhoods.

- AREA BEAUTIFICATION. Target small-scale investments in public art, neighborhood beautification, signage and branding, and historic markers to solidify a stronger state of place and community with community involvement.

The city issued a Request for Qualifications (RFQ) in September of 2021 for the South Side Sandusky Neighborhood Plan. The request was posted on the City Website, the American Planning Association RFP/RFQ webpage, and sent directly to firms. Requests were accepted through October 27, 2021. The following firms and their partners submitted qualifications:

1. Smith Group
2. City Architecture
3. Asakura Robinson
4. Evolve, LLC
5. Envision Group, LLC
6. WGI
7. Burton Planning Services
8. JQUAD Planning Group, LLC
9. LSSE Civil Engineers and Surveyors

The City utilized a Selection Committee, comprised of City staff and outside stakeholders, who each reviewed proposals using a scoring sheet included in the RFQ. Two firms scored highest, Smith Group and City Architecture. Both firms were interviewed at City Hall by the selection team and Smith Group was chosen as the most qualified firm based on the firm's experience, professional expertise and technical ability to complete the required tasks. Staff then began contract negotiation.

The general scope of the professional services include:

- Task 1: Foundations - Project initiation and kickoff combined with an extensive communication and educational phase, which will lay the groundwork for future conversations with the neighborhood.
    - Data collection, mapping analysis, project schedule, engagement plan and communication strategy, steering committee meetings and project team communication
- Task 2: Visioning - Building a common set of community values and goals across the community and stakeholder groups. We will also study, explore, and discuss different scenarios and directions that the neighborhood might move towards in the future.
    - Stakeholder, steering committee, and community engagement
    - Preliminary scenario and idea generation
- Task 3: Exploration - Digging deeply into different plan alternatives and options with the community and stakeholders. Goals will be translated into measurable objectives to be used in making decisions. Different typologies will be developed and considered in terms of overall plans and alternatives informed by scenarios.
    - Stakeholder, steering committee, and community engagement
    - Test typologies on "pilot" projects including Macarthur Park and Churchwell Park ideas, neighborhood safety and beautification ideas.
- Task 4: Choices - Interactive process of evaluating and refining different alternatives through a series of direction and consensus-building exercises. Steering Committee and stakeholders will be provided different alternatives and corresponding assessments of how well these choices meet the community goals and values.
    - Stakeholder, steering committee, and community engagement
    - Draft plan document including but not limited to
        - Churchwell Park conceptual site plan
        - Housing and redevelopment scenarios (catalytic sites, housing typology, density)
        - Corridor, mobility, neighborhood safety
        - Beautification ideas

- Task 5: Action - The Action phase takes the preferred plan direction and breaks it down into actionable tasks in the short-term to see the plan implemented.
    - Stakeholder and steering committee engagement.
    - Final plan document including illustrative site plans, renderings, implementation plan
    - Presentations to Planning Commission and City Commission

The professional services will not exceed $149,750 including all normal reimbursable expenses.

BUDGETARY INFORMATION: The total not to exceed cost, is $149,750, and will be paid with American Rescue Plan Act Stimulus Funds.

ACTION REQUESTED: It is recommended that an ordinance authorizing a Professional Services contract between the City of Sandusky and Smith Group for the South Side Sandusky Neighborhood Plan in the amount of $149,750 be prepared 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 expeditiously proceed with the project so a plan and documentation can be in place and utilized at the earliest opportunity for continued revitalization and investment strategy in the South Side neighborhood.

_____

Arin Blair, AICP, Chief Planner

I concur with this recommendation.

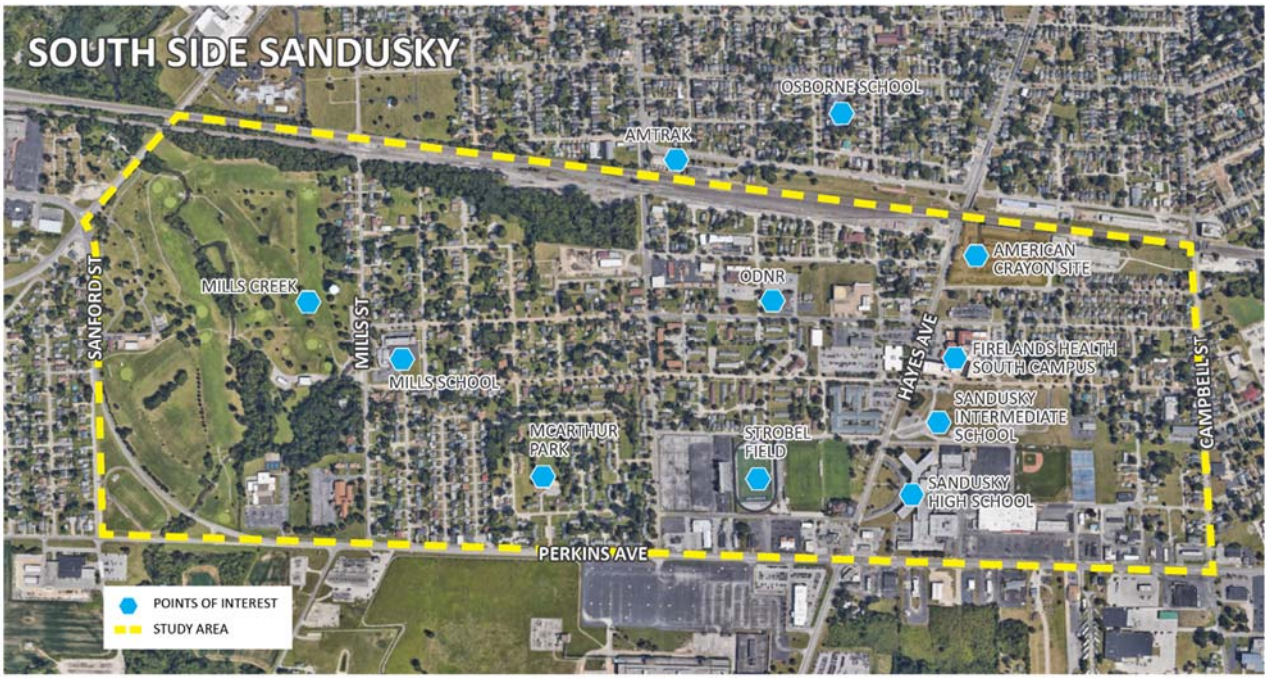
_____ _____

Eric Wobser, City Manager Jonathan Holody, Community Development Director

Exhibit A: South Side Neighborhood Study Area Map

Cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

Exhibit A: South Side Neighborhood Study Area Map



CERTIFICATE OF FUNDS

In the Matter of: Southside Neighborhood Plan

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

Account # 240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH SMITHGROUP ARCHITECTS & LANDSCAPE ARCHITECTS, PLLC (D.B.A SMITHGROUP, PLLC) OF ANN ARBOR, MICHIGAN, FOR THE SOUTH SIDE SANDUSKY NEIGHBORHOOD PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision / Comprehensive Plan and Strategic Plans were adopted in which recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected and inspired the creation of the Sandusky Neighborhood Initiative; and

WHEREAS, the City Commission approved and adopted the Sandusky Neighborhood Initiative Plan by Ordinance No. 17-135, passed on July 10, 2017; and

WHEREAS, the Sandusky Neighborhood Initiative, aimed at improving residential neighborhoods within the City, and focused on six (6) neighborhoods which included the South Side neighborhood; and

WHEREAS, the South Side Sandusky Neighborhood Plan will provide an interactive engagement process, physical development approach to neighborhood and recreation facilities, redevelopment for MacArthur Park housing, an approach to neighborhood safety, community building and partner building, and area beautification; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the South Side Sandusky Neighborhood Plan in which nine (9) submittals were received, evaluated and ranked by a selection committee with the top two (2) firms interviewed and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined SmithGroup, PLLC, of Ann Arbor, Michigan, was the most qualified; and

WHEREAS, SmithGroup, PLLC, will be providing professional services for the South Side Sandusky Neighborhood Plan 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, the cost of the professional services is not to exceed $149,750.00 and will be paid with American Rescue Plan Act Stimulus 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 immediately proceed with the services so a plan and documentation can be in place and utilized at the earliest opportunity for continued revitalization and investment strategy in the South Side neighborhood; 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 Planning, 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 SmithGroup Architects & Landscape Architects, PLLC (D.B.A SmithGroup, PLLC), of Ann Arbor, Michigan, for Professional Services for the South Side Sandusky Neighborhood Plan 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** One Hundred Forty Nine Thousand Seven Hundred Fifty and 00/100 Dollars ($149,750.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____ _____, 2022, (the "effective date") by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and SmithGroup Architects & Landscape Architects, PLLC, D.B.A. SmithGroup, PLLC, a Michigan professional limited liability company located at 201 Depot Street, Ann Arbor, Michigan 48104, (hereinafter "Consultant").

Recitals:

WHEREAS, in 2016, the City's Bicentennial Vision, Comprehensive Plan and Strategic Plans were adopted in which recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected and inspired the creation of the Sandusky Neighborhood Initiative; and

WHEREAS, the City Commission approved and adopted the Sandusky Neighborhood Initiative Plan by Ordinance No. 17-135, passed on July 10, 2017; and

WHEREAS, the Sandusky Neighborhood Initiative, aimed at improving residential neighborhoods within the City, and focused on six (6) neighborhoods which included the South Side neighborhood; and

WHEREAS, the South Side Sandusky Neighborhood Plan will provide an interactive engagement process, physical development approach to neighborhood and recreation facilities, redevelopment for MacArthur Park housing, an approach to neighborhood safety, community building and partner building, and area beautification; and

WHEREAS, the City issued Requests for Qualifications (RFQ) for the South Side Sandusky Neighborhood Plan in which nine (9) submittals were received, evaluated and ranked by a selection committee with the top two (2) firms interviewed and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined SmithGroup, PLLC, of Ann Arbor, Michigan, was the most qualified; and

WHEREAS, SmithGroup, PLLC, will be providing professional services for the South Side Sandusky Neighborhood Plan 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

DRAFT

WHEREAS, the City and the Consultant thereafter negotiated this Agreement to set forth their mutual understandings and agreements concerning Consultant's provision of the services and the Sandusky City Commission authorized the City Manager to enter into this Agreement by Ordinance No. _____, passed on_____, 2022.

THEREFORE, in consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

Agreement:

1. Recitals. The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.

2. Scope of Services / Non-Assignment. The Consultant agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Consultant shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Consultant shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

3. Independent Contractor. Consultant acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

4. Compensation. The City shall pay the Consultant for the services performed in accordance with this Agreement in an amount not to exceed One Hundred Forty Nine Thousand Seven Hundred Fifty and 00/100 Dollars ($149,750.00). Consultant shall timely submit monthly invoices to the City's Community Development Department for services rendered for the previous thirty day period. The City shall make timely payment to the Consultant within thirty days of receipt of the monthly invoice from the Consultant.

DRAFT

5. Indemnification. Consultant shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgements and expenses incident to the same, for injuries to persons or property arising out of or in connection with Consultant's negligent performance under and pursuant to this Agreement unless caused by the gross negligence or willful misconduct of the City.

6. Confidentiality. City and Consultant each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Consultant agrees that any information communicated to the Consultant during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Consultant as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

7. Public Records. The Consultant shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Consultant's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Consultant for purposes of inspection. The Consultant agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Consultant shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

8. Term. The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

9. Termination. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement for cause or for no cause by giving ten (10) days written notification to the Consultant. The notice of termination shall be by certified mail, return receipt requested.

Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, and any other documents relating to the scope of services that may be in the possession of Consultant at the time of termination.

DRAFT

Consultant shall be paid an amount that bears the same ratio to the total services of the Consultant covered in this Agreement, less payments of compensation previously made.

10. **Notice.** Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky	SmithGroup, PLLC
City Manager	201 Depot Street
240 Columbus Avenue	Second Floor
Sandusky, OH 44870	Ann Arbor, MI 48104

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. **Equal Employment Opportunity**. In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

13. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

14. **Severability.** If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

DRAFT

15. **Amendments.** This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

DRAFT

WITNESSES:

_____

_____

CITY OF SANDUSKY:

_____
Eric L. Wobser, City Manager

_____
Date

WITNESSES:

_____

_____

SmithGroup, PLLC:

_____
(Signature)

_____
(Printed Name and Title)

_____
Date

Approved as to Form:

_____
Brendan Heil #0091991
Law Director
City of Sandusky

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____ _____

Date Michelle Reeder
Director of Finance

_____

Account Number

DRAFT

SMITHGROUP

December 29, 2021
(Rev January 3, 2022)
(Rev January 26, 2022)

Arin Blair, AICP | Chief Planner
COMMUNITY DEVELOPMENT DEPARTMENT
240 Columbus Ave | Sandusky, OH 44870
T: 419.627.5873 | F: 419.627.5825
www.ci.sandusky.oh.us

Re: South Side Sandusky Neighborhood Plan

Dear Ms. Blair,

The SmithGroup & Jima Studio Team is excited to submit this proposal in the collaborative co-creation of the 2021 Southside Sandusky Neighborhood Plan. We thoroughly enjoyed our initial interview conversation with your team and are excited about the prospect of collaborating with city leadership, regional + national leaders and residents of Sandusky for this important plan.

Our proposed team and approach for this effort blurs traditional boundaries between our planning and community engagement team partners, your team, and the residents of this resilient, dynamic and diverse neighborhood. Together we will foster a supportive plan with clear steps forward, and actionable outcomes that celebrate the neighborhood's vision.

We look forward to working with you to develop an authentic and creative engagement foundation to create an in-depth neighborhood plan inclusive of considerations for mobility, housing, parks and recreation, mixed-use commercial, and key partners.

To ensure we deliver an impactful, thoughtful and inclusive plan, our project team is motivated to serve the neighborhood and the City with the professional capacity needed to yield the outcomes we must create. This team will be led by Michael Johnson, Kendra Hyson and Ujijji Davis Williams, supported by a deep bench of knowledgeable and invested team members who will weave in and out of the process at critical points.

SCOPE OF SERVICES

PROJECT UNDERSTANDING

This plan follows the adopted Bicentennial Vision in 2016 and which maintains a primary goal of creating a city that is vibrant, livable, connected, and celebrated. The planning process also identified specific neighborhoods of focus and investment. This led to the creation of the 2017 Sandusky Neighborhood Initiative which highlighted six target neighborhoods, including the South Side Neighborhood. Since adoption of both planning processes, the city has implemented portions of these plans. However, we know that the South Side Neighborhood has its own unique sets of assets and challenges that we look forward to working through with you. The South Side Neighborhood primarily consists of multi- and single- family residential streets and structures. Bordered by Perkins Avenue, Hayes Avenue, Mills Golf Course and the railroad tracks, the neighborhood seems to have

clearly defined boarders. The neighborhood is anchored by Pierce and Buchanan Streets, inclusive of MacArthur Park and Churchwell Park. We understand the neighborhood is primarily renter-occupied with a significant number of vacant homes in the neighborhood. Some blight in the area needs to be addressed as part of the plan via demolition or other techniques. Many of the parcels in MacArthur Park and surrounding Churchwell Park and publicly owned, which provide significant opportunities to re-think this important area. Opportunities also exist to consider mobility, sidewalk and alley improvements to improve safe pedestrian access in the neighborhood.

Key items that will be included in the South Side Neighborhood Plan are as follows:

- AN ITERATIVE ENGAGEMENT PROCESS. A thorough, creative community engagement process is essential for a successful planning process, identification of community needs, and prioritization of implementation items.
- A PHYSICAL DEVELOPMENT APPROACH TO NEIGHBORHOOD AND RECREATION FACILITIES. An in-depth neighborhood plan, including corridors, neighborhood housing and park areas.
- MACARTHUR PARK HOUSING REDEVELOPMENT. A holistic look at the existing infrastructure and housing within the MacArthur Park area and determine best course of action for infill development. In addition, the plan will include a conceptual improvement plan for Churchwell Park including illustrative site plan, list of improvements and order of magnitude budget range for improvements.
- AN APPROACH TO NEIGHBORHOOD SAFETY. This neighborhood is home to many of Sandusky City Schools students and athletic facilities, including the football stadium. The plan will focus on design principles to take advantage of these assets and ensure the neighborhood is safe and welcoming to youth and families.
- COMMUNITY BUILDING AND PARTNER BUILDING. Nurture resident leaders in the neighborhood and identify and cultivate relationships with institutional and private stakeholders in or adjacent to neighborhoods.
- AREA BEAUTIFICATION. Target small-scale investments in public art, neighborhood beautification, signage and branding, and historic markers to solidify a stronger state of place and community with community involvement.

PROJECT APPROACH

As part of this plan, we look forward to working with the community and city staff to address key implementation ideas and work directly with the community on specific needs and to build constituency, elevate trust, create cohesion, foster diversity and drive action. The following pages describe our proposed project approach. This plan is intended to be conducted in a hybrid manner, culminating with three (3) primary in-person workshops, including stakeholder and steering committee meetings, as noted task by task. All other meetings are anticipated to be virtual, unless specifically requested to be in-person.

Task 1: Foundations (2 months)

Project initiation and kickoff combines with an extensive communication and educational phase, which will lay the groundwork for future conversations with the neighborhood. This phase will establish and secure a steering committee representing key interests and perspectives within the community. To assist the city in its development of the South Side

Sandusky Neighborhood Plan, our team will build upon our knowledge of current or recently adopted related plans, studies, and laws completed by our team and others. Recent plans include:

- 2016 Bicentennial Vision
- 2017 Sandusky Neighborhood Initiative
- 2021 Neighborhood Ice Cream Socials Findings

Task 1 Meetings & Deliverables

- Past plan review summary
- Data collection, preliminary analysis synthesis of information
- Map and resource compilation
- Engagement plan
- Project website / portal and project branding
- Communication strategy, education primer and social media kit
- Steering Committee meetings (2)
- Ongoing project team communication (bi-weekly meetings)
- Initial partner and capacity building conversations

Task 2: Visioning (2 months)

The Visioning phase focuses on building a common set of community values and goals across the community and stakeholder groups. We will also study, explore, and discuss different scenarios and directions that the neighborhood might move towards in the future. Helping the community and stakeholders understand the forces and factors that shape the vitality of the community is critical to having a successful, flexible plan.

The plan will be a community-oriented neighborhood plan completed with close coordination with the public from the very beginning and throughout. Outreach for the plan will be carefully executed and done through traditional methods or innovative mediums to maximize community and stakeholder engagement in the planning process and build on previous and ongoing engagement efforts.

Public participation processes for the plan will be inclusive to a wide range of residents, businesses and organizations, and provide variety in meeting and discussion formats for accessibility.

Key considerations and overall tactics about our approach will include:

- Develop and maintain stakeholder database in conjunction with city staff
- Identify community events to create awareness during the visioning process as well as overall community engagement for the project
- Identify in kind as well as paid sponsorship opportunities with local organizations, businesses etc. where we can cross promote joint efforts and create awareness about the plan
- Engage with community through nontraditional channels including local Facebook groups, grassroots programming and other partner communication channels

- Reporting and ongoing dialogue with internal parties and adapt plan and strategy as needed

Task 2 Meetings & Deliverables

- Vision and perception survey
- Vision, goals and perception summary
- Preliminary scenario and idea generation
- In-person Neighborhood Engagement #1: Vision & goals
- Stakeholder Group meetings (up to 4, potentially in person in conjunction with engagement #2)
- Steering Committee meetings (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 3: Exploration (3 months)

The Exploration phase is about digging deeply into different plan alternatives and options with the community and stakeholders. Goals will be translated into measurable objectives to be used in making decisions. Different typologies will be developed and considered in terms of overall plans and alternatives informed by scenarios.

We will work with community stakeholders to co-create and develop consensus-based vision for the area and identify, validate, and collect information on specific opportunities and challenges unique to the area.

Following analysis of the existing physical information, previous planning studies, zoning and regulatory issues, and initial community outreach, our planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals within the identified physical and financial constraints. During this phase, the planning team will present the alternative ideas and develop a preferred plan and initial ideas regarding design and implementation.

Our team regularly uses an "alternative future" scenario planning process. This method allows us to work with you to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, we will work with the community, staff and city leadership to review key themes and develop alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

Alternative scenarios are then used as a basis for developing conceptual-level plans and physical change recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the study area.

Task 3 Meetings & Deliverables

- Clarify objectives and refine as a measurable evaluation criteria
- Develop design ideas and typologies (neighborhood, corridor, parks)
- Test typologies on "pilot" projects
    - Mills School Ideas

    - MacArthur Park concept ideas
    - Churchwell Park ideas
    - Neighborhood safety ideas
    - Beautification ideas
- In-person Neighborhood Engagement #2: Ideas and objectives
- Stakeholder Group meetings (up to 4 potentially in person in conjunction with engagement #1)
- Steering Committee meeting (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 4: Choices (3 months)
The Choices phase will be an interactive process of evaluating and refining different alternatives through a series of direction and consensus-building exercises. Steering Committee and stakeholders will be provided different alternatives and corresponding assessments of how well these choices meet the community goals and values.

The draft plan may include appropriate content including, but not limited to, a community needs assessment, visuals, maps, charts, renderings, implementation strategy, or photos to accessibly convey information of the plan.

Task 4 Deliverables
- Conduct assessment of alternatives, utilizing a clear decision-making format to identify a consensus direction
- In-Person Neighborhood Engagement #3: Choices, Community Building and Partner Building
- Draft plan document including but not limited to:
    - MacArthur Park illustrative site plan
    - Churchwell Park conceptual site plan
    - Mills School
    - Housing and redevelopment scenarios (catalytic sites, housing typology, density)
    - Corridor, mobility, neighborhood safety
    - Beautification ideas
- Stakeholder Group meetings (up to 4 potentially in person in conjunction with engagement #3)
- Steering Committee meeting (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 5: Action (2 months)
The Action phase takes the preferred plan direction and breaks it down into actionable tasks in the short-term to see the plan implemented. This includes assembly of the final report documents and any supplemental documentation. This phase also includes ushering the plan through the formal approval processes.

Based on draft plan feedback received, our team will produce a final presentation (16:9 format) and final report (8½" x 11" format) and interactive web portal. Important narrative,

color graphics, diagrams, and photographs will be incorporated throughout the document. In addition, all original and working planning materials including CAD, SketchUp, GIS, Illustrator, In Design, Excel, Word, and others can be delivered in their native format.

The plan will include an implementation strategy that will address how the plan will be phased and put into practice, including what groups, partnerships, or entities will be needed to advance the recommendations and govern the implementation. The implementation strategy will also identify potential policy changes to support the master plan and its goals, as well as partnerships and funding opportunities.

Task 5 Deliverables

- Revised and final plan document (print and interactive web-based formats)
- Final plan document including but not limited to:
    - Overall neighborhood plan
    - Up to 6 illustrative site plans
    - Up to 5 eye-level or birds eye renderings
    - All narratives, sketch plans, diagrams and models
- Implementation plan, including phasing and priority plan and partners
- Refining the plan and plan approvals
- Stakeholder Group meetings (up to 4)
- Steering Committee meeting (2)
- Plan approval meeting (s), in-person as needed in
- Ongoing project team communication (bi-weekly meetings)

SCHEDULE

we anticipate an approximately 10-month process to ensure appropriate outreach and engagement. We propose working with one primary contact at the City of Sandusky, to ensure clear direction and scheduling of each phase. Our team will check-in at regular intervals to review progress and understand budget implications on the process. If any additional services are needed or requested, or if project delays outside of the control of our team occur, this schedule and fee may need to be adjusted.

COMPENSATION

SmithGroup shall be compensated for completion of the Scope of Services for a lump sum of $149,750 (One hundred forty-nine thousand seven hundred fifty dollars) inclusive of labor and expenses. This fee also includes a $7,500 stipend to reimburse volunteers for their time as part of this effort. This accommodates an estimate of approximately $25 per person per engagement.

The fee generally breaks down by task as follows

- Task 1: $15,500
- Task 2: $32,500
- Task 3: $38,500
- Task 4: $36,250

- Task 5: $27,000

POTENTIAL ADDITOINAL SERVICES NOT INCLUDED IN SCOPE

- Additional community engagement beyond three primary community meetings, bi-weekly core team meetings, monthly steering committee meetings and focus group meetings.
- Housing (and affordable housing) market analysis, financing and additional design beyond basic typologies.
- Grant writing support to fund implementation initiatives.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF SANDUSKY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Sandusky acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater that the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Sandusky acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

Thank you, Arin, we appreciate your consideration of this proposal and look forward to working with you and the team.

Sincerely,

Michael Johnson, ASLA, LEED AP
Co-Director of Urban Design

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)	City of Sandusky (*Signature*)
Michael V Johnson, Principal (*Printed name and title*)	(*Printed name and title*)
December 29, 2021 Date	Date

FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: Michelle Reeder, Finance Director

DATE: February 3, 2022

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation that authorizes an agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, to prepare the year end 2021, 2022 and 2023 annual comprehensive financial statements for the City of Sandusky.

BACKGROUND INFORMATION:

Ordinance 19-137 was previously approved that awarded a three-year agreement to the State of Ohio, Local Government Services Division (LGS) to perform these same services. The City was notified on January 20, 2022 that LGS would no longer be able to complete our financial statements for 2021, and needed to cancel the agreement. The City contacted other firms for quotes, and selected Rea & Associates as offering the best option. We are trying to meet the May 31, 2022 completion deadline for our financial statements, however with the late cancellation notice from LGS, it is likely that the City will need an extension of the deadline for completion of the 2021 statements.

BUDGETARY INFORMATION

The total cost to complete our financial statements will not exceed $34,000 in year one, $31,000 in year two and $32,250 in year three. The $34,000 fee for completion of the 2021 financial statements will have $17,000 paid by the General Fund, $8,500 by the Water Fund, and $8,500 by the Sewer Fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing an agreement with Rea & Associates to prepare fiscal year-end 2021, 2022 and 2023 financial statements. It is further requested to pass this legislation in accordance with Section 14 of the City Charter under suspension of the rules in order to immediately execute the agreement so the preparation of the financial statements can begin as the State's deadline is May 31st.

_____
Eric Wobser
City Manager

_____
Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rea & Associates- Financial Statements

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

Account # 110-7900-53003, 612-5900-53003, 613-5900-53003

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REA & ASSOCIATES, INC. OF NEW PHILADELPHIA, OHIO, FOR THE PREPARATION OF THE DECEMBER 31, 2021, DECEMBER 31, 2022, AND DECEMBER 31, 2023, ANNUAL COMPREHENSIVE FINANCIAL REPORT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is required to complete an annual financial report that conforms to Generally Accepted Accounting Principles (GAAP) every year; and

WHEREAS, the City has prepared a Annual Comprehensive Financial Report for many years and has been recognized by the national and Ohio Governmental Finance Officers Association as a recipient of the Certificate of Achievement for Excellence in Financial Reporting; and

WHEREAS, the Governmental Accounting Standards Board (GASB) establishes the guidelines for preparing this report where there are regular technical changes required that make it difficult for the Department staff to prepare this report along with other regular duties without external assistance; and

WHEREAS, this City Commission approved an agreement with the State of Ohio, Office of the Auditor, Local Government Services Division (LGS) for the preparation of the December 31, 2019, 2020, and 2021, Annual Comprehensive Financial Report by Ordinance No. 19-137, passed on August 26, 2019; and

WHEREAS, On January 20, 2022, the City was notified that LGS would no longer be able to complete the City's financial statements for 2021 and the agreement was terminated; and

WHEREAS, the City contacted other firms for quotes, and Rea & Associates, Inc. was selected as offering the best option and therefore desires to enter into an agreement for the preparation of the 2021, 2022, and 2023 Annual Comprehensive Financial Reports; and

WHEREAS, the cost for the preparation of the financial statements is not to exceed $34,000.00 for year ending on December 31, 2021, $31,000.00 for year ending December 31, 2022 and $32,250.00 for year ending 2023, and the cost for the 2021 report will be paid with General Funds (50%), Water Funds (25%) and Sewer Funds (25%); 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 execute an agreement with Rea & Associates, Inc. so the preparation of the City's Annual Comprehensive Financial Report can begin as the State's deadline is May 31, 2022; 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 Finance Department, 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 Rea & Associates, Inc. of New Philadelphia, Ohio, for the preparation of the December 31, 2021, December 31, 2022, and December 31, 2023, Annual Comprehensive Financial Report a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Rea & Associates, Inc. for the preparation of Annual Comprehensive Financial Report in an amount not to exceed $34,000 for the December 31, 2021 report, in the amount of $31,000.00 for the December 31, 2022 report, and $32,250.00 for the December 31, 2023 report for a total amount **not to exceed** Ninety Seven Thousand Two Hundred Fifty and 00/100 Dollars ($97,250.00)

Section 3. 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 4. 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 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

Rea & associates a brighter way

February 7, 2022

Michelle Reeder, Finance Director
City of Sandusky
240 Columbus Ave
Sandusky, Oh 44870

Dear Ms. Reeder:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Sandusky, Ohio (City) a proposal to prepare the City's Annual Comprehensive Financial Report. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

The Objective and Scope of the Preparation of the Financial Statements
You have requested that we prepare the Annual Comprehensive Financial Report of City for the years ending December 31, 2021, 2022 and 2023 on a continuous basis. The basic financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

EXHIBIT "A"

Our Responsibilities
The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities
The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;

2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. The prevention and detection of fraud;

4. To ensure that the entity complies with the laws and regulations applicable to its activities;

5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and

6. To provide us with:

    a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;

    b. Additional information that may be requested for the purpose of the preparation of the financial statements; and

    c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

EXHIBIT "A"

Michelle Reeder, Finance Director will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Records and Assistance
If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

Other Relevant Information
From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Fees, Costs, and Access to Workpapers
Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be:

EXHIBIT "A"

1. For the year ending December 31, 2021 - $32,000 (this assumes we are able to obtain all electronic versions of the 2020 workpapers from the Auditor of State's office (example Statistical Section) and various workpapers requested of us (for example debt amortization schedules. If we are unable to obtain any of these, the fee is expected to be up to $34,000;
2. For the year ending December 31, 2022 the fee is expected to be $31,000 and;
3. For the year ending December 31, 2023 the fee is expected to be $32,250.

In addition, fees may be increased for events such as:

1. Implementation of a new accounting system;
2. Implementation of any new Accounting Standards, to include GASB 87 *Leases* and GASB 96 *Subscription-Based Information Technology Arrangements*

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

Termination
Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage

or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

EXHIBIT "A"

Information Security - Miscellaneous Terms
Rea & Associates, Inc. is committed to the safe and confidential treatment of City proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Agreement
This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts
Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.

EXHIBIT "A"

Chad A. Welty

_____ 2/7/22
Chad Welty, CPA, Date
Principal, Rea & Associates, Inc.

Confirmed on behalf of City of Sandusky, Ohio:

_____ _____
Michelle Reeder, Finance Director Date

COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
(419) 627-5730
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: February 2nd, 2022

Subject: Commission Agenda Item – CDBG FY 21 – Demolition Project #2 Contract

Item for Consideration: Ordinance authorizing and directing the City Manager to enter into a contract for the CDBG FY21 –Demolition Project #2, involving asbestos abatement and demolition of six (6) properties.

Background Information: On January 10th, 2022, City Commission approved Resolution No. 003-22R which directed the City Manager to advertise and receive bids for the demolition and asbestos abatement of the following six (6) properties – which are vacant and blighted structures:

1. 1416 Sagamore Street
2. 213 Reese Street
3. 1029 Fifth Street (garage only)
4. 1506 Lindsley Street (garage only)
5. 602 Harrison Street
6. 923 Ogontz Street.

Results of the bids, opened on February 2nd, 2022 were as follows:

Advanced Excavating & Demolition, LLC	McComb, OH	$38,284.00
Ed Burdue & Company	Sandusky, OH	$41,070.00
Vlora Constructure Inc.	Parma Heights, OH	$46,900.00

Advanced Excavating & Demolition, LLC, of McComb, Ohio was determined to be the lowest and best bid.

Budgetary Information: The total cost for the asbestos abatement and demolition is $38,284.00 and will be paid with FY21 Community Development Block Grant Funds. Liens will be placed on the properties for the total cost of the asbestos abatement and demolition.

Action Requested: It is requested that the proper legislation be approved to permit the City Manager to enter into a contract with Advanced Excavating & Demolition, LLC for asbestos abatement and demolition of six (6) properties and that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to move forward with the project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

_____
Nicole Grohe
Community Development Programs Administrator

I concur with this recommendation:

_____
Jonathan Holody
Community Development Director

_____
Eric Wobser
City Manager

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

CERTIFICATE OF FUNDS

In the Matter of: CDBG Demo Project #2

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

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADVANCED EXCAVATING & DEMOLIION, LLC, OF MCCOMB, OHIO, FOR THE CDBG FY21 DEMOLITION PROJECT #2; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #2 by Resolution No. 003-22R, passed on January 10, 2022; and

WHEREAS, the CDBG FY21 Demolition Project #2 involves the asbestos abatement and demolition of six (6) residential structures which are vacant and blighted and ordered for demolition by the City or the Housing Appeals Board and are located at 213 Reese Street, 1029 Fifth Street (garage only), 1506 Lindsley Street (garage only), 602 Harrison Street, 923 Ogontz Street, and 1416 Sagamore Street; and

WHEREAS, upon competitive bidding as required by law six (6) appropriate bids were received and the bid from Advanced Excavating & Demolition, LLC, of McComb, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the asbestos abatement and demolition is $38,284.00 and will be paid with FY21 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the private properties will be charged to the owners and assessed to the property; 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 project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Advanced Excavating & Demolition, LLC, of McComb, Ohio, for the CDBG FY21 Demolition Project #2, in an amount **not to exceed** Thirty Eight Thousand Two Hundred Eighty Four and 00/100 Dollars ($38,284.00) consistent

with the bid submitted by Advanced Excavating & Demolition, LLC, of McComb, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Programs Administrator

Date: February 13th, 2022

Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #3

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of one (1) commercial property and one (1) residential property.

Background Information: There are two vacant and blighted structures that are condemned. The first property is ordered for demolition by the City's Residential Building Code Board of Appeals. It is a commercial structure located at 431 N. Depot Street Sandusky, OH 44870, Parcel Number 57-03373.000. The second property is ordered for demolition by the City's Housing Appeals Board. It is a residential unit located at 506 E. Monroe Street Sandusky, OH 44870, Parcel Number 57-04587.000.

City staff is requesting permission to bid out the asbestos abatement and demolition of the above properties. If approved, the City will first complete the environmental review process through the State Historic Preservation Office and then subsequently seek proposals from firms to complete an asbestos survey to be used as part of the demolition bidding process.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed $10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY 21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #3 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 continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

_____

Nicole Grohe

Community Development Programs Administrator

I concur with this recommendation:

_____	_____
Jonathan Holody	Eric Wobser
Community Development Director	City Manager

cc: Brendan Heil, Law Director

Michelle Reeder, Finance Director

Cathy Meyers, Clerk of City Commission

CERTIFICATE OF FUNDS

In the Matter of: CDBG FY21 Demolition Project #3

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

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #3; 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 CDBG FY21 Demolition Project #3 involves asbestos abatement and demolition of one (1) commercial property and one (1) residential property; and

WHEREAS, the commercial property located at 431 N. Depot Street was ordered for demolition by the City's Residential Building Code Board of Appeals and the residential property located at 506 E. Monroe Street was ordered for demolition by the City's Housing Appeals Board; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed $10,000.00 and these costs will be paid with FY21 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement will be charged to the owners and assessed to the property; 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 bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 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 approves of the proposed CDBG FY21 Demolition Project #3.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #3 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 proposed CDBG FY21 Demolition Project #3 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – Permission to Bid 2022 Sewer Lining Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2022 Sewer Lining Project.

BACKGROUND INFORMATION: The existing sewers along Warren Street, sections of W. Monroe, 44th, 48th, Judy Ln, Ashburn Dr., Dixon Dr., Hancock St., Franklin St., Caldwell St., Shelby Street and Jackson St. Extension are in poor, leaking condition, requiring extraordinary maintenance. This infiltration of groundwater takes up precious capacity within these sewer mains. Eventually this type of infiltration and erosion are what creates sink holes and depressions on surface pavements and boulevards. Furthermore, this additional flow ends up at the Wastewater treatment plant and ends up getting treated whether it is truly sewage or "clear" water.

Structurally, this piping is good with very limited defects like cracking or failures along the crown (top) of the pipes. This makes these segments good candidates for a more cost effective improvement, referred to as "Slip Lining". The City of Sandusky and many other Cities in Northern Ohio have performed this kind of maintenance successfully in recent history and at a great savings, compared to traditional "open cutting" pipe replacement. This process essentially turns segmented pipes into a single, continuous pipe, with cuts made only at manholes and the service connections to businesses or households. The contractor will be required to clean, camera, bypass pump, line and provide a Maintenance of Traffic Plan (MOT) which will likely include detours.

360' - 8" - Monroe St. - 310 W. Monroe to Decatur St.
850' - 10" - 44th St. - Hancock to Dead End (E.)
1150' - 12" - 48th St. - Hancock to Milan Rd.
935' - 8" - Judy Lane - 1402 Judy to Dixon Dr.
773' - 8" - Ashburn Dr. - Wamajo to Dixon Dr.
810' - 10" - Dixon Dr. - Judy Ln. to Interceptor
465' - 12" - Shelby St. - Jefferson to Madison St.
600' - 15" - Hancock St. - 42nd to 46th St.
320' - 10" - Franklin St. - S. of Dewey St.
240' - 12" - Caldwell St. - MH @ 2019 to MH @ Parish
475' - 15" - Shelby St. - Adams to Jefferson St.
600' - 10" - Jackson St. Ext. Hayes to W. End.

Totaling just under 1.5 miles of sewers. All these items of work combined are estimated to cost $349,775.00.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering and inspection is $349,775.00 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proposed 2022 Sewer Lining 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 bid the project, receive competitive prices and to complete the project as soon as possible to prevent any further deterioration of the sewer pipes along these roads.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron M. Klein
City Manager	Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: 2022 Sewer Lining Project

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

Account # 613-5446-55525

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 SEWER LINING PROJECT; APPROVING THE 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 existing sewers along Warren Street, sections of W. Monroe Street, 44th Street, 48th Street, Judy Lane, Ashburn Drive, Dixon Drive, Hancock Street, Franklin Street, Caldwell Street, Shelby Street and Jackson Street Extension are in poor, leaking condition requiring extraordinary maintenance and the infiltration of groundwater takes up precious capacity within these sewer mains and eventually the infiltration and erosion creates sink holes and depressions on surface pavements and boulevards; and

WHEREAS, structurally, this piping is good with very limited defects like cracking or failures along the crown (top) of the pipes which makes these segments good candidates for a more cost effective improvement, referred to as "Slip Lining" and at a great savings, compared to traditional pipe replacement; and

WHEREAS, the proposed 2022 Sewer Lining Project involves the cleaning, camera, bypassing pump, and lining of sewers totaling just under 1.5 miles of various diameter pipes and also includes the contractor providing a Maintenance of Traffic Plan (MOT), which will likely include detours; and

WHEREAS, the total estimated cost for this project, including engineering and inspection, is $349,775.00 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 bid the project, receive competitive prices and complete the project as soon as possible to prevent any further deterioration of the sewer pipes along these roads; 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 Departments 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 specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed 2022 Sewer Lining 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 proposed 2022 Sewer Lining 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 proposed 2022 Sewer Lining 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – Water Distribution System Model and Report

ITEM FOR CONSIDERATION: Ordinance to enter into agreement for professional services with Stantec Consulting Services, Inc. (Stantec) of Columbus, Ohio to provide a Water Distribution System Model and Report.

BACKGROUND INFORMATION: A Request for Qualifications (RFQ) from consulting firms to undertake the Water Model were received in June of 2021. Three qualification packets were received, of the three consulting firms, Stantec was selected as the most qualified to complete this work based upon their experience, professional expertise, and technical ability necessary to complete the required tasks.

Water modeling requires specialized software that the City does not possess. The process will require entry of existing data from the Engineering Department, Information Technology (GIS), Utility billing from Customer Accounting, Water Distribution, Big Island Water Works, the Fire Department, and others to ensure accuracy within the model and subsequent report.

The last full, Citywide water model was in 2006. Since then the City has had 3 partial models done, only as the need arose to help support a localized project in a specific neighborhood. However, with the recently completed and upcoming large scale water distribution projects taking place, there is a need to look holistically at the entire system again. Because water distribution systems involve networks of pipes and valves, staff specifically needs to know how the last 15 years of water system improvements have affected flows beyond the projects areas.

Recent and upcoming waterline projects that are not represented in the current model include the West Side Utility project (almost one mile of new, larger pipe along Venice Road), Meigs Street (1000 feet of new, larger pipe), Perkins Avenue (almost 2 miles of new water main), Warren Street (about one half mile of new main), Shoreline Drive (almost one mile of new water main), three Cedar Point Drive water main improvements, First Street, looping on Gartland Avenue, and Campbell Street. With other problem areas (River Avenue, Cleveland Road near CP Drive, Mills creek crossing at Tiffin Avenue, dead ends at three railroad crossings, the area around McArthur Park, etc.) in the conceptual design phase, these planned improvements not only improve the immediate area, but also the systems tributary to these main lines and will likely affect entire areas of the City as well as supplying wholesale amounts to Erie County.

These known projects have been based on repair and maintenance records indicating frequently damaged pipes that have a history of breaks. Although the aggressive replacement approach over the past 7 years has been effective, it has been more reactionary. Therefore, with only a few known “problem areas” remaining, this model update will allow staff to switch our approach to be more

proactive. As a wholesale provider of potable water for five counties, reliance on the City's system is very important.

Specific tasks of the model will include taking existing model data, converting, calibrating it, field measurements, field GIS work, facility data gathering, hydraulic model construction, and existing system analyses (including water age and quality) at various points throughout the City.

Deliverables will include a report on water age and quality, updated water distribution system mapping, and a hydraulic map showing areas of deficiencies, constrictions, potential "weak spots," and areas potentially non-compliant with EPA regulations. Additionally, it will recommend opportunities for line-looping for flow and redundancy and recommendations of storage or boosting of water pressure to aid in flow rates. Stantec will make recommendations for system improvements, which will most greatly impact the distribution system. Having these deliverables and using the recommendations as a guide will position Sandusky well to reduce its Insurance Service Office (ISO) rating scores (lower is better) for the "water supply" category while improving reliability of this infrastructure. Reducing insurance rates for residents and businesses would be a great byproduct of this study.

This contract with Stantec would be to update the model with all of the background information that has been gathered. Updating the hydraulic model involves quite a bit of analysis, tedious data entry, calibration, adjustments, and recalibration of the water system. The goal is to complete the water model by the end of 2022. The sewer model was updated in 2020 for $174,000.00.

BUDGETARY INFORMATION: The amount for the professional services agreement is $180,031 which will be funded entirely with Water Funds and will be updated in the 2022 Capital Budget and annual evaluation of water rates.

ACTION REQUESTED: It is recommended that an ordinance for a professional services agreement for the Water Distribution System Model and Report in the amount of $180,031.00 with Stantec, Inc. be approved.

I concur with this recommendation:

_____ _____

Eric Wobser, City Manager Aaron Klein, P.E., Director

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

CERTIFICATE OF FUNDS

In the Matter of: Water Distribution System Model & Report

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

Account # 612-5256-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC., OF COLUMBUS, OHIO, TO PROVIDE A WATER DISTRIBUTION SYSTEM MODEL AND REPORT.

WHEREAS, the last extensive Citywide water model was completed 2006 and since that time, three (3) partial models were completed as necessary to support a localized project in a specific neighborhood, however, with the recently completed and upcoming large scale water distribution projects taking place, there is need to look holistically at the entire system again because water distribution systems involve networks of pipes and valves, and staff specifically needs to know how the last 15 years of water system improvements have affected flows beyond the projects areas; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Water Distribution System Model and Report in which three (3) qualifications were received and evaluated by a selection committee and based upon their experience, professional expertise and technical ability necessary to complete the require tasks, Stantec Consulting Services, Inc. of Columbus, Ohio, was selected as the most qualified; and

WHEREAS, Stantec Consulting Services, Inc. will be providing professional services to provide a Water Distribution System Model and Report including using existing model data, converting, calibrating it, field measurements, field GIS work, facility data gathering, hydraulic model construction, and existing system analyses at various points throughout the City 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, deliverables will include a report on water age and quality, updated water distribution system mapping, and a hydraulic map showing areas of deficiencies, constrictions, potential "weak spots," and areas potentially non-compliant with EPA regulations, recommending opportunities for line-looping for flow and redundancy and for storage or boosting of water pressure to aid in flow rates, along with recommendations for system improvements, which will most greatly impact the distribution system; and.

WHEREAS, the cost of the Professional Services is $180,031.00 and will be paid with Water 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 Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio 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 Stantec Consulting Services, Inc. of Columbus, Ohio, for

professional services to provide a Water Distribution System Model and Report, 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** One Hundred Eighty Thousand Thirty One and 00/100 Dollars ($180,031.00).

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 shall take effect at the earliest time allowed by Law.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed:

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _____, 2022, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Stantec Consulting Services, 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 services for the following project (the "Project"):

Project Name:	Water Distribution System Model and Report
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Kwasi Amoah, P.E., PMP
Contact:	Stantec Consulting Services, Inc.
Address:	1500 Lake Shore Drive, Suite 100 Columbus, OH 43204

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 services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional 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 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.

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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.

EXHIBIT "1"

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.

EXHIBIT 1
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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 $180,031.00 (one hundred eighty thousand and thirty-one dollars) 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

EXHIBIT "1"
DRAFT

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

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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.

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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 City Manager.** 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 Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6.

7.7. **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.

7.8. **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

EXHIBIT "1"
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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 phase 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.

EXHIBIT "1"

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.

EXHIBIT "1"

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.

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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.

EXHIBIT "1"

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 then 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 _____. 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.

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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.

EXHIBIT "1"

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

Stantec Consulting Services, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

EXHIBIT "1"

APPROVAL:

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

_____
Brendan Heil
Law Director

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CERTIFICATE OF FUNDS

In the matter of: Water Distribution System Model and Report

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. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By:_____
Michelle Reeder, CPA
Finance Director

_____ _____
Account Number Not to Exceed Amount

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Stantec

City of Sandusky Citywide Water Distribution Model Update Project

Detailed Scope of Work and Engineering Fee Estimate

December 22, 2021

Prepared for:

City of Sandusky

EXHIBIT "A"

Prepared by:

Kwasi Amoah
Kevin Alemany
Andrew Faley
Michael Georgalas

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APPENDIX A 1

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INTRODUCTION

The City of Sandusky, Ohio (herein after referred to as the City) intends to undertake a citywide water distribution model update via this project. In summary, the project involves the following:

- Reviewing and utilizing existing electronic mapping, recent flow data, SCADA information and paper mapping data regarding the current water distribution system.
- Creating a comprehensive citywide water distribution system model in WaterGEMS. The entire citywide water distribution system model was last done in 2006 in WaterCAD.
- Calibrating the citywide water distribution system model for verification of accuracy of the data obtained.
- ArcGIS Data Schema Updates to support the planned data framework formalization and potential integration to the Utility Network

1.0 PROJECT MANAGEMENT AND COMMUNICATION

EXHIBIT "A"

Stantec's project manager will simultaneously manage the four basic project elements: resources (people, equipment, and material), time (task durations, dependencies, critical path, and overall schedule), money (task and activity costs, budget adherence, and contingencies), and most importantly, scope (level of project detail, goals, and requirements). All these elements are interrelated and must be managed effectively.

This task will successfully initiate the project (discuss system issues, review and finalize administrative procedures, review and confirm scope and schedule, collect and confirm project data inputs) and provide ongoing project management (work planning, resource management, project control, project reporting and communication) support. A Project Implementation Plan (PIP) detailing the approach to be followed during the project will be prepared, and a digital copy provided to the City.

It is anticipated that this project shall be completed and closed out in twelve months following Notice to Proceed (NTP). The Stantec team will have approximately nine months from NTP to submit the Draft Report. See Appendix A for proposed project schedule.

1.1 KICK-OFF MEETING

Stantec will attend one (1) Kick-off meeting (up to two hours) involving key project team members and City staff involved in the Water Distribution System Model Update project. This kickoff meeting will serve to get the project team and the City staff on the same page as far as our approach to deliver this project. Presentation slides will be prepared for the meeting. We propose this meeting to be a combination of in-

person and virtual for the project team. Stantec's key team leaders (five total) that interviewed for this project will attend this kickoff meeting.

1.2 PROJECT MEETINGS AND INVOICING

1.2.1 Monthly Progress Meetings/Conference Calls

Stantec's project manager and other key team members (up to three total) shall meet, either virtually or in-person or via a combination, with City personnel monthly to review the progress of this project, discuss technical solutions, address outstanding issues and potential problems. These meetings should include identification of work performed last period, work to be completed next period, critical action item status, and responsible parties to complete actions. Budget or schedule problems shall be identified, and corrective actions noted. Key discussion topics should comprise a significant portion of the meetings. The Stantec team shall provide the necessary graphics or agenda to facilitate discussions. This section of the scope of work also includes routine internal meetings to help advance the project. For budgeting purposes, a total of 6 monthly progress meetings are anticipated.

1.2.2 Monthly Invoicing with Progress Summary

Stantec will submit Progress Reports monthly in support of invoices. Progress Reports are to include a discussion of task progress through the period covered by the Progress Report, problems encountered, and solutions proposed and enacted, budget and schedule status, and status of deliverables.

EXHIBIT "A"

1.2.3 Quality Control

This includes ongoing reviews throughout the project to ensure the conformance with the project requirements. Technical and Independent reviews will be completed on the Water Distribution System Model Update project deliverables.

Deliverables for Task 1.0:

- Presentation slides for kickoff meeting and meeting minutes.
- Six (6) monthly progress meetings.
- Up to six internal coordination calls as needed.
- Six (6) invoices and progress reports.

2.0 DATA COLLECTION AND REVIEW

This task includes providing the Stantec team with the data needed to complete the Citywide Water Distribution Model Update Project except for information associated with the City's GIS. Task 3 involves reviewing and updating the City's GIS, coordination of the GIS update with development of the hydraulic model, and GIS-related deliverables, such as creating a wall map and conducting training sessions.

The Stantec team has been provided with some existing data by the City. This task will therefore focus on any additional information or data that will be needed to complete the model update. This separate data collection efforts will focus on physical and performance system data, water demand data, anecdotal knowledge, and current capital and operational costs. This activity will include collecting base plans and mapping, system inventory and physical data, existing water demand statistics, growth projections and scenarios, performance data, interviews with City staff, collection of City policies and service provision criteria, and relevant studies and reports. The expected outcome will be a resource directory identifying the location and format of information and data available or needed to complete the Citywide Water Distribution Model Update Project, as well as a list of unresolvable data gaps and resulting assumptions.

2.1 COLLECT AND DIGITIZE AVAILABLE OPERATIONAL DATA

Stantec will collect and digitize available operational data, creating spreadsheets and summaries of relevant observations. Stantec will collect available water meter / billing data from the City and analyze same. It is anticipated that this data will quantify system demands and trends.

In addition, team members will analyze available records of systems flows, pressures, hydrant flow tests, and other metrics as available.

2.2 COLLECT AND REVIEW PREVIOUS REPORTS AND PLANNING DATA

EXHIBIT "A"

Stantec will collect any outstanding available studies, reports, planning data and other background information pertaining to the water system, and prepare a summary of key inputs and assumptions derived from the reports and planning data.

2.3 FACILITY VISITS

Stantec (up to two members) will visit all key system components and sites relevant to the Citywide Water Distribution Model Update Project; such as the existing surface water treatment plant, two water towers, and Cedar Point Tank; with City staff or designee. Stantec has assumed that these facility visits can be completed within one day.

Deliverables for Tasks 2.0:

- Memo summarizing key inputs and assumptions from reports and planning data.
- One (1) site visit to key facilities listed in Task 2.3.

3.0 GIS UPDATE

To support the Water Model update, Stantec will collaborate with the City regarding their current GIS data and how that data can be utilized to support the modeling effort as well as the desired increased development for the GIS data to support a formalized GIS data framework that can support a future anticipated Utility Network model. As discussed with the City, it is also imperative that the GIS data continue to provide support to the City's field staff while also allowing the data to be seamlessly utilized to support the modeling efforts.

There are recommended components that are required within the GIS data. Those items include material, age, and diameter. At the same time, other useful information that can support the development of the model are items such as dirty water complaints, valve manufacturer, model, size and position, main break history, depth of installation, lining, inspection reports and condition assessment. Stantec has taken a cursory review of the City's current GIS data per previous discussions and the recent data request. With the data received back from the City, Stantec will conduct the following tasks.

3.1 FORMAL REVIEW OF GIS DATA

Upon receipt of the requested data from the City, Stantec will finalize the review of the GIS data received. From that review, Stantec will focus on two aspects of the data; a Spatial review and an Attribution review.

3.1.1 Review of Spatial data

Stantec will review and confirm the coverage of the data received. The coverage consists of whether the current data covers the entire service area for the City as well as all necessary water features required for the water model.

Stantec will compare the coverage against the 2009 Citywide AutoCAD distribution map and ensure that the necessary fittings, joints and tie-ins are all collected and available.

EXHIBIT "A"

If the coverage does not consist of the entire service area, Stantec will provide that feedback back to the City. It should be understood that the lack of coverage will be a variable used in the development of the model.

3.1.2 Review of Attribution

Stantec will review the attribution of the GIS data. There are recommended fields required to support the water model development as well as additional attribution items that can prove beneficial as well. Stantec will finalize their review and provide feedback back to the City based on the completeness of the attribution.

Part of the review will consist of the City's desire to incorporate Flow Rate, Pressure and any other desired attributes from the model or other processes into the data. The review will consist of the data elements along with the source and update process of that data.

Additionally, to support the City's desire to enhance their current GIS data framework to support a future integration to the Utility Network, Stantec will also provide recommended updates to the current GIS data framework.

3.1.3 Recommendation/Documentation for Updates

At the completion of these review tasks, Stantec will develop a Recommendation document to provide to the City regarding the current state of the data. Within the document, the recommendations will consist of Spatial Updates to support the water model development; Attribution Updates to support the water model development; as well as any as-needed Schema updates such as new fields/attributes. Updates to support the model development as well as optional Schema Updates to support the planned data framework formalization supporting the integration to the Utility Network.

Stantec will provide this document to the City for review. Following the City's review, Stantec will meet with the City to confirm those items presented and discuss options to address or next steps in the development.

3.2 ANTICIPATED DATA UPDATES

It is anticipated that there will be some GIS data updates that will have to occur to the current City data. These data updates will be coordinated within the entire context of the project relating to the timing of the model development and calibration. The following are potential options that the City may consider toaddress these data updates.

3.2.1 Coordinate with City on data updates

EXHIBIT "A"

At the completion of the Data Review, and confirmation discussion with the City, based on the extent of the anticipated data updates, below are several options that the City could consider:

1. Field Collection: Stantec will collaborate with the City on the field data collection of the necessary needed data. Through the utilization of the City's current ArcGIS Online and Field Maps, Stantec can collect those necessary data items needed for the model development. Up to 120 hours of field work.
2. Engineering Drawings / Record Drawings: Stantec will collaborate with the City on gaining access to copies of electronic or paper engineering/record drawings to allow for the necessary data conversion/data update. From electronic and paper as-builts, water mains installed or replaced since 2006 will be fully integrated into the GIS including laterals, water meters, valves, hydrants, fittings and backflow preventors. Up to 120 hours of record drawing updates.
3. Data Integration Opportunities: There may be additional current data sources available within the City that can be used to assist in the data update required. These data may consist of existing spreadsheets, Access databases, billing information, etc. Based on the understanding gathered, Stantec will collaborate with the City on the gathering and updating of the data. Up to 40 hours of integration opportunities.
4. Optional: To support the City's planned integration to the UN, Stantec will provide recommendations to the City on any other data updates not noted above that can prove beneficial for the planned integration. Up to 40 hours of optional framework/UN coordination and collaboration.

As noted, these data updates will occur in coordination with Model Development and Calibration. This coordination and confirmation will occur with Stantec and the City prior to any data updates occurring.

3.2.2 Water Data Update

With the anticipated data updates occurring, Stantec will monitor and manage the data updates to ensure quality is being achieved. During these efforts, if any issues, questions or inconsistencies arise, Stantec will coordinate with the City on these items with the intent to address and continue the progress.

3.3 GIS DATA DELIVERY

With the data updates complete, additional deliverables in the RFP will occur.

3.3.1 Water Data Update Completion

Once the necessary data updates have occurred, Stantec will present the updated GIS data to the City for confirmation before progressing to the model development update. Upon confirmation with the City, Stantec will provide the data to the City in an ArcGIS Pro compatible geodatabase. Within the delivered geodatabase, Stantec will provide the necessary metadata supporting any new data development including coordinate system, hardware used, and details on the exact processes.

3.3.2 Delivery of Wall Map

Stantec will develop two (2) Display-sized citywide maps for wall-mounting. Stantec will coordinate with the City on the actual size required prior to the development of the map. Once confirmed and printed, Stantec will deliver the maps to the City.

EXHIBIT "A"

3.3.3 Training Session

Stantec will conduct two (2) 4-hour training sessions for staff on how to maintain, update and use the updated GIS data using the City's current ArcGIS software the City possesses. It is anticipated that these training sessions will consist of both office staff as well as field staff and include both the ArcGIS Pro software and the Field Maps application. These training sessions will occur on-site along with as-needed virtual Stantec staff, as needed.

Additionally, Stantec can provide on-going assistance and guidance to the City in the progression of their GIS to the Utility Network. These would consist of ad hoc discussions with the City based on the City's progress and on-going development.

Deliverables for Tasks 3.0:

- Two (2) hard copies and one electronic (.pdf) version of final mapping and recommendation report
- Updated GIS data in ArcGIS Pro compatible geodatabase.
- Two (2) Display-sized (24" x 36") citywide maps.
- Two (2) 4-hour GIS training sessions for City staff.

4.0 SYSTEM CHARACTERIZATION

This task documents and provides an understanding of the existing system and the various water infrastructure components within it. In addition, it summarizes the results of Stantec's review of the collected data referenced in Task 2. Within the System Characterization chapter of the project report, supply, treatment, pumping and storage facilities will be documented along with the number of pressure zones (including service elevations), distribution system piping, number of meters, and number of hydrants.

Documentation of the above items will include the capacity and/or size of each item and when it was installed. For the distribution system, a System Piping Statistics table will be created to show the length of piping within the system broken down by diameter, and pipe material. Another table will be created to show the distribution system piping broken down by year of installation. In addition to the tables, figures will be created to show the distribution of pipe materials within the system, age of system pipes, backbone mains (10" and greater), and existing dead end piping.

Deliverables for Tasks 4.0:

- Memo of existing water distribution system and results of Stantec's review in Task 2.

5.0 POPULATION GROWTH AND WATER DEMANDS

EXHIBIT "A"

The purpose of this task is to document existing system demands, as well as the development of any growth scenarios and associated future demands. Information that will be reviewed and documented within the chapter of the report will include a comparison of the total flow from the Water Treatment Plant (WTP) high service pump station to metered water usage to determine the amount and percentage of unaccounted-for water, reviewing and analyzing monthly demand data for the previous three years to determine average day and peak monthly demands, reviewing daily production and tank level data to determine the maximum day demand. If available, Stantec will review hourly flow and tank levels to estimate the peak hour demand within the system. The average day, peak month, maximum day, and peak hour demands and peaking factors will be compared to peaking factors used in previous reports and reviewed with City staff. A list of the top 50 water users by annual use will also be provided within this report chapter.

Stantec will review and discuss growth projections with City staff to develop growth scenarios and future demand scenarios that will be included within the model. The 2006 Water Distribution System Study Update indicated that no future demand growth was assumed for the City for the next twenty years. Future demand for any developed growth scenarios will be documented within this report chapter. Figures will be created to identify the location of future growth within the City. The potential for infill within the existing City boundaries will be discussed and addressed within this report chapter as needed.

Deliverables for Tasks 5.0:

- Memo of existing system demands and associated future demands.

6.0 HYDRAULIC MODEL CONSTRUCTION AND CALIBRATION

This goal of this task is to create a comprehensive and accurate steady-state and extended period simulation (EPS) model of the City's water distribution system within the WaterGEMS modeling software. At the present time, hydraulic transient (waterhammer) modeling is not anticipated but can be added if desired.

6.1 COORDINATION WITH GIS

Modeling staff will coordinate with the Team's GIS staff to develop a work plan in regards to the specific information that needs to be included to construct the hydraulic model as well as model information and output that needs to be exported from the model to the GIS. It is anticipated the model will be a skeletonized version of the GIS representation of the water distribution system. Per discussion with City staff in the August 30, 2021 kick-off meeting, all hydrants will be included within the hydraulic model. Any control valves will be added to the model but isolation valves will not be included within the model. Adding isolation valves to the model can significantly increase the size of the model without improving model results.

EXHIBIT "A"

The modeling team will work with GIS staff to identify which nodes within the GIS will be used within the model. The GIS staff will use Spatial Join to assign water demands to the nearest model that will be included within the model. An alternative to this would be to import all of the GIS nodes and use the Skeletonization Tools within WaterGEMS for model skeletonization

6.2 FACILITY DATA

Once the GIS import and skeletonization of the model is complete, additional facility information will be entered within the model. This information will include the geometry and levels for the WTP clearwells as well as the elevated tanks within the system. Pump curves and control information for the high service pumps will also be added. Information associated with any system control valves; such as pressure reducing valves, flow control valves, pressure sustaining valves, and altitude valves; will also be entered. Stantec briefly reviewed the hydraulic model provided by the City and it included two flow control valves.

6.3 FIELD TESTING (FACILITY DATA, SYSTEM PRESSURES, AND HYDRANT FLOW TESTS

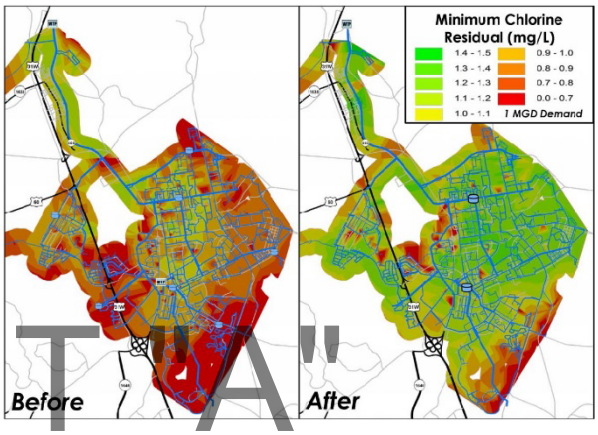
Stantec will work with City staff to prepare a field testing plan to conduct sufficient field measurements to Characterize the current performance of the WTP high service pumps, storage reservoirs, and distribution system piping. Strategic system pressure, pipe roughness tests, and hydrant flow measurements may be completed with City assistance. The field testing plan will identify each field test to be performed, include a map of the test., identify the number and location of staff needed to complete the test, and list all of the

information that needs to be recorded during the test. Past calibration test locations will be reviewed. Stantec will also review information available from the City's SCADA system to determine what information, such as pressure and flow from the WTP high service pump station and tank levels, can be obtained from the SCADA system versus what information will need to be observed by staff in the field. It is assumed City staff will complete the tests with observation and input from Stantec staff. Stantec will provide up to two staff to assist in field testing.

The completed field testing results will be documented within the Model Construction and Calibration chapter of the report and the filled in field test forms will be included as an appendix.

6.4 WATER QUALITY

Stantec have built many disinfectant decay and trihalomethane (THM) predictive models. The basic steps and data requirements are described below.



Thematic Mapping of Disinfectant Residuals for Town of Fort Knox Before and After Optimization (Stantec 2017)

THM Formation Model – THM growth in water systems is >85% bulk water driven, with limited influence from pipe walls[1]. For this reason, a simple bulk-only model can provide a relatively high degree of predictive accuracy and so support effective operational decision making. This approach will require development of two coefficients which can each be derived through separate bench scale testing. The first is the THM reaction rate (how fast do THMs form?) and this is determined through a simple 5-day bottle test known as a Simulated Distribution System (SDS0 test in which a treated water chlorine sample is collected form the WTP and the THM concentration is measured daily, with the results analyzed to produce a first or second order daily reaction rate. The second value is the THM Formation Potential (what is the maximum concentration of THMs that can form?) and this is also developed through a simple bench scale protocol. By combining the reaction rate and FP values, a single expression is developed that describes THM formation profile over time and this can be direct inserted to the model to produce THM data. Stantec will provide the testing methodology; if the City does not wish to undertake the testing in-house (many of our client do this work inhouse using operations staff, as the procedure is very straightforward) then Stantec can provide staff to do the testing and we have included this additional cost as an optional Provisional Item. All laboratory sample transportation and analytical costs will be borne directly by the City.

EXHIBIT "A"

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[1] Rossman, L. A., Brown, R. A., Singer, P. C. and Nuckols, J. R. (2001). "DBP formation kinetics in a simulated distribution system." Water Research, 35(14), 3483-3489

Chlorine Decay Model – unlike THMs, chlorine decay may be strongly influence by both bulk and pipe wall (including tank wall) decay. For this analysis we will therefore need to determine both the bulk decay rate and the pipe wall decay rate. Bulk water decay rate is measured using a very similar SDS approach to that described above for THMs, and Stantec will provide this testing methodology. Again, if City staff do not wish to undertake the bench scale testing, then Stantec staff can do the work as an optional

Provisional Item. No Formation Potential testing is required for chlorine (as chlorine decays to zero). For the pipe wall decay rate calibration, it is not recommended to use historical sample data, rather we propose to select 6 locations for high frequency chlorine residual testing. This will involve collection of 8 samples from each location within a 24-hour period, in order to capture the diurnal variation in chlorine residual which can then be mapped onto the water age data. Sampling parameters will be free chlorine and temperature, i.e., all field analysis. Locations will be selected in consultation with the City but will generally include different watermain diameters and materials. Stantec will provide the sampling plan (map of locations, sampling schedule, field testing log). It is assumed that all sampling logistics and costs will be undertaken by City staff.

6.5 MODEL CALIBRATION

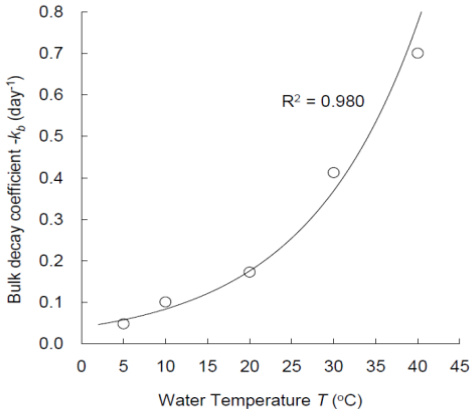
EXHIBIT "A"

Results from the field tests will be used to assist in model calibration. The field test will be duplicated within the hydraulic model and then model results will be compared to field test results and this comparison will be documented within the model. Based upon field test results, changes may be made to pipe roughness coefficients within the model and pump curve information. Depending upon the results of the model versus field test comparison, additional field investigation and testing may be required to identify and correct discrepancies

6.5.1 Water Quality Model Calibration

The methodology for the water quality model calibration will be generally as follows:

First, we will replicate within the model the system hydraulics that occurred during the 24-hour period sampling period using SCADA pump and storage facility data for this period; we will also apply a micro-balance to determine system demands that day. This sub-task will allow the model to simulate very closely the system hydraulics that were occurring within the system pipes on the day of sampling, thereby minimizing hydraulics as a variable during our calibration.

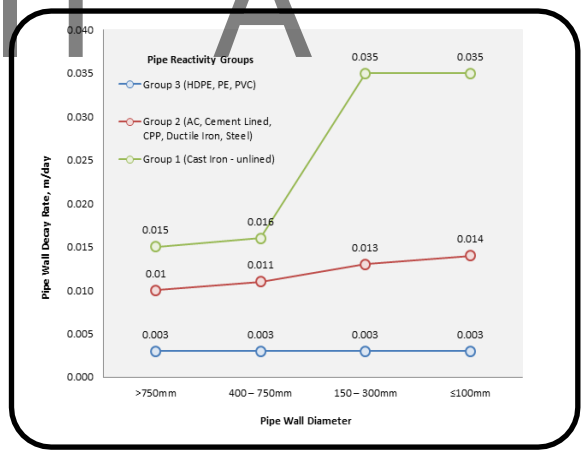


Impact of Temperature on Reaction Rates

Next, for the THM model we will then apply the bulk formation rate and Formation Potential data into the model and compare the output against City data. Temperature will be a key parameter when comparing model data to historical data, as THM reaction rates are very temperature sensitive. Alternative storage facility mixing modes will also be trialed, to identify if simulation of various levels of tank stratification could provide better correlation of model and field data.

EXHIBIT "A"

Finally, for chlorine decay we will develop the pipe wall decay rates by a process of reconciling variations between the calibration sample set and the bulk-only model output. For this project given the relatively small size of the system we may create around 6-8 pipe groups, each with a unique pipe wall decay rate based on some shared physical or hydraulic characteristics. In the event that the preliminary calibration results from the initial model runs do not meet the calibration criteria, we will iteratively apply increasingly well-defined pipe groups.



City of Markham Pipe Wall Decay Rates Grouped by Pipe Material and Diameter (Stantec, 2017)

Deliverables for Tasks 6.0:

- Citywide hydraulic model
- Field testing.
- Water quality model

7.0 EXISTING SYSTEM ANALYSIS

This task includes assessing the existing system using the calibrated hydraulic model to determine hydraulic capacity of the system under various demand conditions. In general, as demands increase in the system bottlenecks and other shortcomings are revealed. The calibrated model will be used to examine the behavior of the existing system with respect to the desired levels of service or typical water distribution system standards. This behavior will be examined during average day demand, maximum day demand, fire flow during maximum day demand, and peak hour demand. This task will include the following activities:

RFQ requested identifying specific locations to reduce water loss beyond their current leak detection program. Stantec will coordinate with the City to identify these specific locations.

7.1 CONFIRM LEVEL OF SERVICE DESIGN STANDARDS

Stantec will forward a draft level of service statement to City staff for their input and confirmation. These level of service criteria will function as a standard with which to judge the performance of the existing and future systems.

EXHIBIT "A"

7.2 ANALYSIS OF SUPPLY, TREATMENT, PUMPING, AND STORAGE

Stantec will complete an analysis of the existing surface water treatment plant supply, treatment and pumping capacity, as well as the storage capacity within the water system, and determine the adequacy of each in terms of the desired levels of service. Recommendations on the adequacy and quality of these components will be provided. Existing storage volumes will be analyzed by comparing existing volumes to required volumes for peaking storage, emergency storage, and fire flow storage.

Stantec will compute the current reliable water supply of the existing surface water treatment plant.

The firm, or reliable, pumping capacity of the water treatment plant high service pumps will be calculated and compared to demand statistics to determine its adequacy.

7.3 EVALUATION OF DISTRIBUTION SYSTEM PIPING

The model will provide insights into the existing capacities of the larger diameter transmission lines and distribution system proper. Bottlenecks will be identified based upon abnormal head losses and pressure gradients throughout the system. System-wide maps of nodal pressures will serve to graphically illustrate areas in which the piping is having difficulties delivering the desired level of service and areas that are currently over-pressurized as a result of the existing pressure zoning and elevation differences. The model will be used to provide estimates of available fire flows at each node. These available fire flow will be compared to required fire flows and deficient areas identified.

7.4 WATER QUALITY

The purpose of this task is to describe how the calibrated water quality model will be used to assess existing water quality conditions (THMs, free chlorine) and evaluate operational and / or physical modifications to mitigate areas of water quality concern.

Baseline Model - the THM formation and chlorine residual decay model will be used to baseline current conditions. The Baseline Model will be developed based on worst case conditions for THMs and chlorine residuals – the exact period will be agreed with the City but is often Q3. Baseline Model results will be displayed as colour-coded maps based on THM concentrations and free chlorine residual concentrations. Problem areas (i.e. areas that are close to or exceed the regulatory limits) will be identified.

Updated Model – system modifications will be developed in the Updated Model with the goal of mitigating any areas of water quality concern identified in the Baseline Model. The first round of modifications will be operational, such as altering tank level set-points and / or pump operations. If this cannot address areas of concern, the next round of modifications will be low cost capital upgrades such as auto-flushers or tank mixer systems. If this cannot address areas of concern, the third and final round of system modifications would be larger capital upgrades such as THM aeration systems or changes to the water treatment plant process to improve organic carbon removal; it is noted that this third round of modifications can only be conceptually represented in the model, based on assumed effectiveness.

Comparative analysis of the Baseline versus Updated Model will be provided and will include statistical comparison and visual-spatial (i.e. mapping of THM and free chlorine results) comparison.

EXHIBIT "A"

7.5 SUMMARIZE EXISTING SYSTEM DEFICIENCIES

Stantec will prepare a draft report chapter outlining the bottlenecks and other deficiencies identified by the hydraulic model in the existing system.

8.0 CAPITAL IMPROVEMENT PLAN DEVELOPMENT

This task involves selecting and assembling proven improvement concepts into the City's Water Distribution Model Update, developing a recommended capital improvement plan consisting of structural and non-structural initiatives. Stantec will consult with the City at each step of this iterative process and deliver concise concept descriptions and results.

8.1 IMPROVEMENT ALTERNATIVE DEVELOPMENT

The identified existing and future water system constraints, along with the desired level of service criteria, will be utilized to develop a rationale for the development of improvement alternatives. System bottlenecks and local characteristics will be examined to evaluate improvements. Stantec will discuss improvements already planned by the City as well as review recommendations for improvements from

previous reports. Per discussion with City staff at the August 30, 2021 kick-off meeting, potential improvements include the review and replacement of existing water mains under railroad lines. As requested in the Request for Qualifications, Stantec will review the existing distribution system and identify opportunities for looping mains to improve redundancy and flows as well as opportunities to tie-in to adjacent water systems for redundancy, improved flows, and backup possibilities.

The project team will distill the results of the existing and future system evaluations into basic issues that must be addressed. Using our experience gained on similar system assessments, our team will suggest appropriate improvements. Both short-term fixes, capital improvements, and the alteration of operating practices will be examined. These will be tested for benefit, dropping non-functional improvements and further developing promising alternatives.

The proposed improvements will be analyzed under future growth demand conditions to ensure compatibility and reduce possible redundant solutions.

For the purposes of scope determination and budgeting, it is assumed that a total of 10 improvements will be tested and developed.

The City has a significant amount of older pipe based upon previous 2006 report. We have not included condition assessment and replacement of portions of the existing system in this task. The Stantec team would like to discuss this with the City to ascertain if we need to include.

EXHIBIT "A"

8.2 CAPITAL IMPROVEMENT PLAN

The project team will discuss, review, and prioritize the improvement alternatives. Stantec will convey initial concepts so that City staff are comfortable with the directions being taken. With the initial development of the improvement alternatives, the City/Stantec team will consider how they might be prioritized as to where the first water infrastructure spending dollars should be spent. An initial prioritization could be developed using weighted parameters if needed. Stantec will update, revise, and finalize the improvements in accordance with the feedback received. Per discussion with City staff at the August 30, 2021 kick-ff meeting, opinion of probable construction costs do not need to be prepared for the proposed improvements.

9.0 PROJECT DOCUMENTATION AND DELIVERABLES

The documentation for the Citywide Water Distribution System Model Update Project will be completed and submitted using both paper and electronic formats. The draft report will be circulated for review, and all involved key staff will attend a Microsoft Teams call with City staff and invited stakeholders to review the draft report. Based on the comments received, the Stantec will complete the preparation of the final report and submit it to the City for a final review and acceptance. Stantec will deliver 10 hard copies of the draft and final reports, along with a set of digital files. In addition to proving the hydraulic model files, each model scenario will be exported out of the model as and EPANET .inp file and then opened and run in EPANET to confirm the scenario runs successfully. The EPANET files will be provided to allow City staff the ability to analyze future scenarios without having WaterGEMS hydraulic modeling software.

10.0 FEE ESTIMATE

The fee estimate for this project shall be a not-to-exceed amount of $180,031.00 with the breakdown for the individual task elements as shown in the table below. Worked performed shall be invoiced monthly as indicated under section 1.2.2.

Task Name	Fee Estimate
Project Management	$20,332.00
GIS Review	$5,091.00
Anticipated Data Updates	$48,473.00
Optional: Data Framework / Utility Network Coordination	$7,502.00
GIS Data Delivery	$4,250.00
Optional: GIS Training	$3,007.00
Hydraulic Model Construction and Calibration	$53,045.00
Existing System Analysis	$12,072.00
Capital Improvement Plan Development	$9,460.00
Project Documentation and Deliverables	$16,798.00
TOTAL FEE ESTIMATE	**$180,031.00**

EXHIBIT "A"

Appendix A SCHEDULE

See attached for proposed scheduled to be discussed with the City at project Kickoff.

EXHIBIT "A"

CITY OF SANDUSKY CITYWIDE WATER DISTRIBUTION MODEL UPDATE PROJECT

Appendix A **schedule**

WBS Code	Task Name	Start Date	End Date	Duration (days)
1	Project Management	2022-01-05	2022-08-02	210
1.1	Project Start up admin (health & safety, etc.)	2022-01-05	2022-01-25	21
1.2	Project Start up Meeting	2022-01-12	2022-01-12	1
1.3	Project Invoicing (6 months)	2022-02-05	2022-08-02	179
1.4	Project Team Meetings (3)	2022-01-12	2022-08-02	203
2	GIS Review	2022-01-05	2022-01-21	17
2.1	Formal Data Review	2022-01-05	2022-01-14	10
2.2	Recommendation Documentation Review and Confirmation	2022-01-12	2022-01-21	10
3	Anticipated Data Updates	2022-01-22	2022-01-31	10
3.1	Field Collection	2022-01-22	2022-01-31	10
3.2	Engineering / As-Built Drawing Updates	2022-01-22	2022-01-31	10
3.3	Other Data Source/System Integration	2022-01-22	2022-01-31	10
4	Optional: Data Framework / Utility Network Coordination	2022-02-01	2022-02-14	14
5	GIS Data Delivery	2022-02-01	2022-02-21	21
5.1	Data Delivery	2022-02-01	2022-02-21	21
5.2	Wall Map Development	2022-02-01	2022-02-21	21
6	Optional: GIS Training	2022-02-22	2022-02-28	7
7	Hydraulic Model Construction and Calibration	2022-01-12	2022-05-05	114
7.1	Coordination with GIS	2022-01-12	2022-02-18	38
7.1.1	Develop a work plan for GIS data import/export	2022-01-12	2022-01-16	5
7.1.2	Based model build and skeletonization (incl demand allocation)	2022-01-22	2022-02-18	28
7.2	Facility Data	2022-01-12	2022-01-16	5
7.2.1	Obtain and import storage facility geometry	2022-01-12	2022-01-16	5
7.2.2	Obtain and import pump characteristics	2022-01-12	2022-01-16	5
7.2.3	Obtain and import valve information	2022-01-12	2022-01-16	5
7.3	Field Testing Program	2022-02-19	2022-03-28	38
7.3.1	Obtain existing SCADA information	2022-02-19	2022-02-28	10
7.3.2	Characterize current system performance	2022-02-24	2022-03-05	10
7.3.3	Identify strategic system pressure test areas	2022-02-28	2022-03-09	10
7.3.4	Identify candidate pipe roughness test locations	2022-03-05	2022-03-14	10
7.3.5	Identify hydrant test plan	2022-03-09	2022-03-18	10
7.3.6	Participate in 3 day field testing program	2022-03-19	2022-03-28	10
7.4	Water Quality Model Development	2022-02-23	2022-03-28	34
7.4.1	Development of Bulk Water THM and Chlorine Reaction Rates	2022-02-23	2022-03-08	14
7.4.1.1	Develop bench scale procedures for City	2022-02-23	2022-03-01	7
7.4.1.2	Stantec Bench scale testing - Day 1	2022-03-02	2022-03-08	7
7.4.1.3	Stantec Bench scale testing - Days 2-5	2022-03-02	2022-03-08	7
7.4.2	Chlorine Decay Model	2022-03-09	2022-03-28	20
7.4.2.1	Develop sampling plan for City	2022-03-09	2022-03-18	10
7.4.2.2	Stantec bulk decay rate sampling	2022-03-19	2022-03-28	10
7.4.2.3	Stantec pipe wall decay rate sampling	2022-03-19	2022-03-28	10
7.5	Hydraulic Model Calibration	2022-03-29	2022-05-05	38
7.5.1	Summarize and assess field data	2022-03-29	2022-04-07	10
7.5.2	Modify pipe roughness and pump curves	2022-04-08	2022-04-17	10
7.5.3	Assess results and confirm need for additional field tests.	2022-04-18	2022-04-22	5
7.5.4	Report on final model calibration	2022-04-23	2022-05-05	13
7.6	Water Quality Model Calibration	2022-04-01	2022-04-10	10
7.6.1	Perform water quality model calibration exercise	2022-04-01	2022-04-10	10
8	Existing System Analysis	2022-05-06	2022-05-19	14
8.1	Confirm Level of Service Design Standards	2022-05-06	2022-05-19	14
8.2	Analysis of Supply, Treatment, Pumping and Storage	2022-05-06	2022-05-19	14
8.3	Evaluation of Distribution Piping	2022-05-06	2022-05-19	14
8.4	Water Quality Analysis	2022-05-06	2022-05-19	14
9	Capital Improvement Plan Development	2022-05-20	2022-06-02	14
9.1	Improvement Alternative Development	2022-05-20	2022-06-02	14
9.2	Capital Improvement Plan	2022-05-20	2022-06-02	14
10	Project Documentation and Deliverables	2022-06-03	2022-08-02	61
10.1	Draft Report	2022-06-03	2022-07-02	30
10.2	Stakeholder Meeting	2022-07-03	2022-07-03	1
10.3	Final Report	2022-07-04	2022-08-02	30

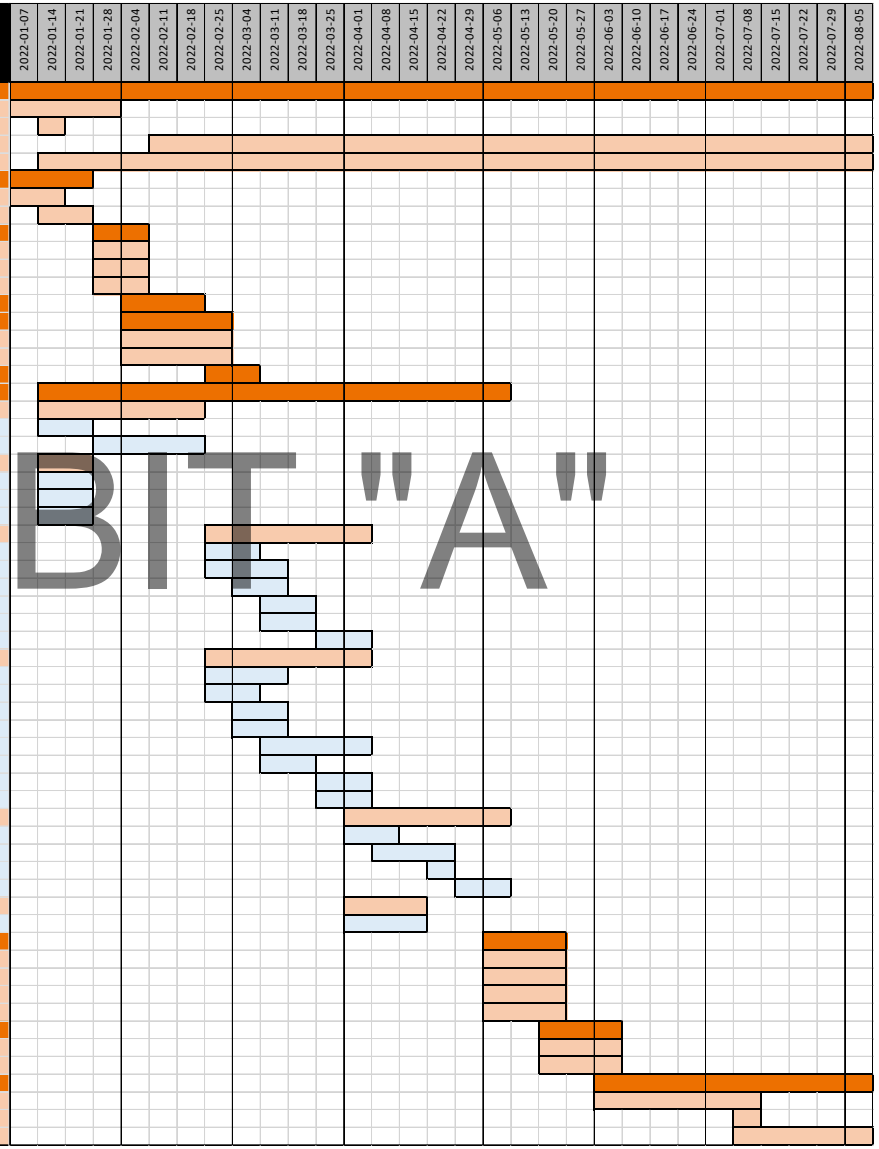


EXHIBIT "A"

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – Professional Design Services Agreement with Mott MacDonald, LLC for the West Monroe Street Resurfacing Project

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with Mott MacDonald, LLC of Cleveland, Ohio for design services on the West Monroe Street Resurfacing Project.

BACKGROUND INFORMATION: At the March 23, 2020, City Commission meeting, legislation was passed approving staff to submit an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the West Monroe Street Resurfacing Project for Ohio Department of Transportation (ODOT) funding, Resolution 010-20R. With the continued support and assistance from the Erie County MPO, the application was made and funds were awarded, acknowledging the West Monroe Street Resurfacing Project as an eligible LPA project.

The West Monroe Resurfacing Project consists of separating the combined sewer running down West Monroe Street, between Broadway and Camp Streets. With any large utility replacement project large portions of the roadway will be removed, seeing that the current condition of the roadway is in less than fair condition containing several defects and portions that have been rooted out, the entire length of roadway along the project limits will be resurfaced, with only full depth replacement being seen at the area that has completely rutted out (lanes at W Monroe/Tiffin Ave and W Monroe/Camp St).

It is anticipated that ADA ramps along the project limits and/or intersect with it, will be upgraded to meet new ODOT standards. In addition, staff and the design firm will look into storm basing, sidewalk and curbing replacement in the worse detonated areas along the project limits.

A Request for Qualifications (RFQ) for the design work on the West Monroe Street Resurfacing Project directed interested consultants to submit qualifications to the Department of Public Works by November 15, 2021. Eleven (11) qualification packages were received and evaluated by a selection committee and the firm with the highest score was to be selected.

After the firms were scored, City staff determined Mott MacDonald, LLC was the most qualified and was ranked number one based on their relevant project experience, professional expertise and past success with similar projects. Considerations were weighed on similar utility improvement and roadway projects listed in their qualifications package submitted to the City. A Scope of Services (SOS), dated January 14, 2022, and an agreement for professional design services is attached to the legislation.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is $150,500. With ODOT paying for $40,817.60 and the City paying for $109,682.40, which shall be paid with $80,066 from the Storm Water Fund and the remaining $29,616.40 out of the Capital Street Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with Mott MacDonald for the West Monroe Street Resurfacing Project and be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately and the City can keep this project on track for ODOT milestones of design.

I concur with this recommendation:

_____

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: West Monroe Street Resurfacing - Design

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

Account # 613-5820-55990, 431-6112-55990, 431-6164-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/8/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH MOTT MACDONALD, LLC OF CLEVELAND, OHIO, FOR THE WEST MONROE STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation (ODOT) for the proposed West Monroe Street Resurfacing Project by Resolution No. 010-20R, passed on March 23, 2020; and

WHEREAS, the West Monroe Street Resurfacing Project consists of separating the combined sewer running down West Monroe Street, between Broadway and Camp Streets, and with any large utility replacement project large portions of the roadway will be removed, seeing that the current condition of the roadway is in less than fair condition containing several defects and portions that have been rooted out, the entire length of roadway along the project limits will be resurfaced, with only full depth replacement being seen at the area that has completely rutted out (lanes at W. Monroe Street / Tiffin Avenue and W. Monroe Street / Camp Street); and

WHEREAS, a Request for Qualifications (RFQ) was issued for the West Monroe Street Resurfacing Project in which eleven (11) submittals were received, evaluated and ranked by a selection committee and based upon the firm's expertise, professional knowledge and past experience and success with similar projects, it was determined Mott MacDonald, LLC, was the most qualified; and

WHEREAS, Mott MacDonald, LLC, will be providing professional design services for the West Monroe Street Resurfacing Project 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, the total cost of the professional design services is $150,500.00 of which $40,817.60 will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO) and the remaining balance of $109,682.40 will be paid with Storm Water Funds in the amount of $80,066.00 and Capital Street Funds in the amount of $29,616.40; 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 work in order to keep the project on track for ODOT design milestones; 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 Mott MacDonald, LLC, of Cleveland, Ohio, for Professional Design Services for the West Monroe Resurfacing Project (ERI-CR500-01.37, PID 113957), 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** One Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($150,500.00).

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

CITY OF Sandusky

AGREEMENT NO. 37373

This Agreement No. 37373 entered into this _____ day of _____, 20___, by and between the City of Sandusky, hereinafter referred to as the City and Mott MacDonald, hereinafter referred to as the Consultant, with an office located at 18013 Cleveland Parkway Drive, Suite 200, Cleveland, OH 33135.

W I T N E S S E T H:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to design the improvements required to rehabilitate CR 500 (West Monroe St) from Camp St to Broadway St, as may be authorized by the City for in Erie County, Ohio, identified as ERI-CR 500-1.37.

EXHIBIT "1"

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Preliminary Engineering Phase

Lump sum compensation of ninety-nine thousand, nine hundred and sixty-six dollars ($99,966).

Part 2: Environmental Engineering Phase

Lump sum compensation of thirty thousand, seven hundred and sixty-two dollars ($30,762).

Part 3: Final Engineering Phase

Lump sum compensation of nineteen thousand, seven hundred seventy-two dollars ($19,772).

If Authorized: Preliminary Engineering Phase

Lump sum compensation of one thousand, four hundred and ninety-five dollars ($1,495).

If Authorized: Environmental Engineering Phase

Lump sum compensation of twelve thousand, one hundred and sixty-two dollars ($12,162).

If Authorized: Final Engineering Phase

Lump sum compensation of two thousand, one hundred and seven dollars ($2,107).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

EXHIBIT "1"

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

(a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

(b) The attached Scope of Services.

(c) The Invoice & Project Schedule.

(d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (https://budget.ohio.gov/TravelRule).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Public Works Diretctor.

Mott MacDonald

By: _____

Title: _____

City of Sandusky

_____

Public Works Director

[option DELETE 1 NOT USED]

***COUNTY
BOARD OF COMMISSIONERS

EXHIBIT "1"

_____

Commissioner

_____

Commissioner

_____

Commissioner

APPROVED AS TO FORM:

By: _____

Title: _____

OHIO DEPARTMENT OF TRANSPORTATION
INTER-OFFICE COMMUNICATION

To: Alana Haberman, Administrator, Office of Payroll & Project Accounting, ATTN: Doug Banks

From:

Date:

Re: **Construction** Encumbrance Request for
LPA Local Let Agreement No. *****
CRS
PID No.
State Job No.
Federal Project No.
Construction Inspection

New: ___X___

Vendor Name: *** Name of Local [OPTION Name of Consultant DIRECT PAY CERT ATTACH]
Vendor Address: *** Invoicing Address
*** Invoicing Address

EXHIBIT "A"

OAKS No. ********** 10 digit number for Local or Consultant
Add Code: *** 3 digit address code from accounting system for Local or Consultant
Completion Date: **/**/** estimated Award date

Controlling Board No.: **NOT REQUIRED ON LOCAL AGREEMENTS**

Object Code: 572011

Encumbrance Request Name: *** **Funding Event** Name: ***

Amount to be Encumbered: $***.00 (*% of $*.00 - Federal funds)

Audit Code _____

Program Manager Approval: _____
Signature/Date

:

c: File

[date]

*** [NAME of Local Contractual Officer with Title i. e. County Engineer, The Honorable ** for Mayor]
*** [Local Entity i. e. Lucas County or City of Elyria]
*** [Local Address]
*** [Local Address]

Re: Proposed Consultant Agreement No. *****
*** [CRS]
PID No. *****
Federal Project No. E***(***)
**** [Name of consulting firm], Consultant

Dear Mr. ***: [use Mayor as title instead of Mr when applicable]

Transmitted herewith is an Agreement between the **** [Village/City/County/TID as applicable] and the Consultant for Construction Inspection of short work description **for signature of consultant and signature/execution by the ****** [VILLAGE/CITY/COUNTY/TID as applicable].

EXHIBIT "A"

Please return to the District**:**

1) **copy** of executed Consultant Agreement No. *****,
2) copy of the ****'s [Village/City/County/TID as applicable] letter of authorization.

The Invoice & Progress Schedule will be provided by the District after receipt of the documents.

The Consultant shall not be authorized to proceed prior to the Award date of the construction contract. Any costs incurred prior to the Award date will not be compensable.

Respectfully,

***
****

.

Enclosure

c: Project File

OHIO DEPARTMENT OF TRANSPORTATION
INTER-OFFICE COMMUNICATION

To: Andrea Stevenson, Office of Local Programs

From:

Date:

Re: **LPA Local Let Agreement No. *****
Consultant Agreement No. *****
*** [CRS]
PID No. *****
Federal Project No. E***(***)
*** [Name of consulting firm], Consultant

Enclosed is a copy of the executed LPA Local Let Agreement and the Consultant Agreement with IPS for the subject project.

Adequate funds have been encumbered for this project under Encumbrance No. ******.

EXHIBIT "A"

:

c: Project File

MOTT MACDONALD

Joshua R. Snyder, Public Works Engineer
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

ERI-CR500-01.37, PID no. 113957 – Revised Scope and Fee

January 14, 2022

Dear Mr. Snyder:

As a follow-up to the Scope-of-Services meeting on December 17, 2021 and your comments on January 10, 2022, Mott MacDonald has prepared the ensuing Scope of Services for your review and consideration.

18013 Cleveland Parkway Drive
Suite 200
Cleveland OH 44135
United States of America

T +1 (216) 535 3640
F +1 (216) 265 2816
www.mottmac.com/americas

EXHIBIT "A"

PROJECT DESCRIPTION

The basis for the project is to design the improvements in order to rehabilitate CR500 (West Monroe Street) from Camp Street to Broadway Street, a distance of about 0.5 miles in the City of Sandusky. This project will include resurfacing, installation of a new storm sewer, and curb, sidewalk, drive, curb ramp and pavement replacement as necessary. See Fee Narrative for additional task details.

SCHEDULE

Mott MacDonald will complete these services in accordance with the proposed schedule, below.

Milestone	Proposed Date	Original Date in RFQ
Notice to Proceed	March 1, 2022	February 1, 2022
Survey Complete	May 1, 2022	
Stage 1 Submission	N/A	May 1, 2022
Stage 1 Approval	N/A	June 1, 2022
Stage 1 / 2 Submission	November 1, 2022	November 1, 2022
Stage 1 / 2 Approval	December 1, 2022	December 1, 2022
Stage 3 Submission	April 1, 2023	
Stage 3 Approval	May 1, 2023	
PS&E Package to D3	August 15, 2024	August 15, 2024

STAFFING

We have proposed Scott Piazza, PE as Project Manager for this project. Scott will serve as your primary contact, and primary contact with all outside agencies, and will lead the design. Chris Preto, PE will serve as Project Principal and QA/QC for this project.

EXCLUSIONS

1. If pre-bid services are desired, these will be negotiated at a later date.
2. If on-going services during construction are desired, these will be negotiated at a later date.

COMPENSATION

This proposal is developed following ODOT's Consultant Fee Estimation Guidance, April 2021. Mott MacDonald will provide the base services outlined herein for a cost plus not to exceed fee of $150,500. Mott MacDonald will provide the if-authorized services outlined herein for a cost plus not to exceed fee of $15,763. The grand total of these services is $166,264.

These services will be invoiced monthly. Mott MacDonald will begin promptly upon receiving written authorization to proceed.

If you have any questions regarding the scope and fee, please feel free to contact me. Mott MacDonald appreciates this opportunity to assist the City of Sandusky.

Respectfully,
Mott MacDonald, LLC

Chris Preto

Chris Preto, PE, ENV SP, LEED AP
Principal Project Manager / Sr. Associate
T (216) 535-3647
C (513) 290-3468
chris.preto@mottmac.com

EXHIBIT "A"

Appendix A

Scope of Services

Documents

EXHIBIT "A"

C-R-S	ERI-CR500-01.37						
Consultant:	Mott MacDonald						
Agreement No.	TBD						
Modification No.	0						
PID No.	113957						
Proposal Date	1/14/2022						
Task Description		**Task Needed**	**Consultant**	**ODOT**	**LPA**	**If-Authorized**	**Narrative**
2 - Preliminary Engineering Phase							
2.1 - Develop Preliminary Alternatives							
2.1.A -Prepare and Complete Feasibility Study Report							
2.1.A.G - Preliminary Alignment and Profile		X			X		City to conduct analysis of possible storm sewer location, determine location of storm sewer and provide location to Mott MacDonald.
2.2 - Perform Environmental Field Studies							
2.2.B – Cultural Resources Scoping Request From		X	X				Assume 1 hour to review and coordinate Lawhon's work.
2.2.C - Ecological Survey Report		X	X				Assume 1 hour to review and coordinate Lawhon's work.
2.2.D - Regulated Materials Review Screening Form		X	X				Assume 1 hour to review and coordinate Lawhon's work.
2.3 - AER Design							
2.3.A - Field Survey and Aerial Mapping							
2.3.A.C.1 - No R/W Project		X	X				Assume 2 hours travel to field verify survey with senior roadway engineer and junior roadway engineer = 4 hours. Assume 4 hours field work = 8 hours. Assume 4 hours office work. 16 hours per visit. Assume 1 visit to field verify survey and assess curb, curb ramp and drive repairs. Assume 2 hours coordination. 18 total hours.
2.3.A.G - Property Owner Notification		X			X		Assume 77 property owners. Letters to be provided by the City and sent to Mott MacDonald.
2.3.C - Drainage							
2.3.C.E - Conceptual BMP		X	X				Assume low complexity. 0.25 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.25 hours = 6.5 hours.
2.6 - Public Involvement/Coordination							
2.6.A - Public Involvement / Coordination		X			X		City to lead public involvement efforts.
2.7 - Stage 1 Design							
2.7.A - Roadway							
2.7.A.A - Title Sheet		X	X				Assume low complexity. 8 hours per sheet per ODOT fee guidance.
2.7.A.B - Schematic Plan		X	X				Assume low complexity. 20 hours per sheet per ODOT fee guidance.
2.7.A.C - General Notes		X	X				Assume low complexity. 4 hours per sheet per ODOT fee guidance.
2.7.A.D - Typical Sections		X	X				Assume less than low complexity. 5 hours per section. Assume 2 existing sections (normal and left turn lane) and 3 proposed sections (resurfacing, full depth, left turn lane). 5 sections total. Assume 5 sections will fit onto 2 sheets. 6 hours * 5 sections = 25 hours.
2.7.A.E - Cross Sections		X	X				Assume low complexity. 2 hours per section per ODOT fee guidance. Assume 400 feet / 50 ft section = 8 sections. Assume 4 sections/sheet = 2 sheets. 8 sections * 2 hours/section = 16 hours.
2.7.A.F - Plan and Profile - Mainline		X	X				Assume low complexity. 24 hours per sheet per ODOT fee guidance. Assume 2600 feet / 500 ft sheet = 6 sheets. 24 hours * 6 sheets = 144 hours.
2.7.A.J - Intersection Details		X	X				Assume low complexity. 12 hours per intersection per ODOT fee guidance. Assume intersection details for Tiffin and Camp. 12 hours * 2 intersections = 24 hours.
2.7.A.L - Driveway Details		X	X				Assume very low complexity. 2 hours per drive. Assume 16 drives need reconstructed. 16 drives * 2 hours = 32 hours.
2.7.A.N - Traffic Control		X	X				Assume very low complexity. Assume 4 hours. Assume 2600 feet / 500 ft sheet = 6 sheets. 4 hours * 6 sheets = 24 hours.
2.7.B - Drainage							
2.7.B.A - Storm Sewer Profiles		X	X				Assume low complexity. 0.5 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.5 hours = 13 hours. Assume 2 sheets.
2.7.B.D.3 - Storm Sewer		X	X				Assume low complexity. 0.25 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.25 hours = 6.5 hours.
2.7.B.E - BMP Design		X	X			X	Assume low complexity. 0.5 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.5 hours = 13 hours. Assume 1 sheet.
2.7.C - Utilities							
2.7.C.A - Utility Coordination and Documentation		X	X				Assume low complexity. 8 hours per project per ODOT fee guidance.
2.7.D - Geotechnical Services							
2.7.D.A - Geotechnical Services and Report		X	X				Assume 4 hours to review and coordinate.
2.7.G - Miscellaneous							
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements		X			X		City will provide full depth pavement design to Mott MacDonald.
2.7.H - Prepare C2 Cost Estimates and Update Milestones							
2.7.H.A - Roadway/Interchange Costs		X	X				Assume low complexity. 24 hours per project per ODOT fee guidance.
2.7.J - Maintenance of Traffic							
2.7.J.A - Detour Plan		X	X				Assume low complexity. 8 hours per detour per ODOT fee guidance. Assume 1 detour.
2.8 - Project Management for Preliminary Engineering Phase							
2.8.A - Meetings		X	X				Assume low complexity. Assume 1 meeting with 2 attendees. Assume virtual meeting. Assume 2 hour meeting. Assume 1 hour for meeting agenda and 1 hour for meeting minutes. 2 hours * 2 attendes = 4 hours + 2 hours for agenda and minutes = 6 hours.
2.8.B - General Oversight		X	X				Assume very low complexity. Assume 4 hours per month. Assume 7 months (March, April, May, June, July, August) for Stage 1. 4 hours * 7 months = 28 hours.
3 - Stage 2 Detailed Design Phase							
3.1 - Environmental Field Studies and Refined Impacts							
3.1.A - Phase I Cultural Archaeological		X	X			X	Assume 1 hour to review and coordinate Lawhon's work.
3.3 - Stage2							
3.3.A - Roadway							
3.3.A.A - Title Sheet		X	X				Assume low complexity. 4 hours per sheet per ODOT fee guidance.
3.3.A.B - Schematic		X	X				Assume low complexity. 4 hours per sheet per ODOT fee guidance.
3.3.A.C - General Notes		X	X				Assume low complexity. 8 hours per sheet per ODOT fee guidance. Assume 3 sheets. 8 sours * 3 sheets = 24 hours.

EXHIBIT A

C-R-S	ERI-CR500-01.37						
Consultant:	Mott MacDonald						
Agreement No.	TBD						
Modification No.	0						
PID No.	113957						
Proposal Date	1/14/2022						
Task Description		**Task Needed**	**Consultant**	**ODOT**	**LPA**	**If-Authorized**	**Narrative**
3.3.A.D - Typical Sections		X	X				Assume low complexity. 2 hours per section per ODOT fee guidance. Assume 2 existing sections (normal and left turn lane) and 3 proposed sections (resurfacing, full depth, left turn lane). 5 sections total. Assume 5 sections will fit onto 2 sheets. 2 hours * 5 sections = 10 hours.
3.3.A.E- Plan and Profile - Mainline		X	X				Assume low complexity. 8 hours per sheet per ODOT fee guidance. Assume 2600 feet / 500 ft sheet = 6 sheets. 8 hours * 6 sheets = 48 hours.
3.3.A.H - Cross Sections		X	X				Assume low complexity. 1 hours per section per ODOT fee guidance. Assume 400 feet / 50 ft section = 8 sections. Assume 4 sections/sheet = 2 sheets. 8 sections * 1 hours/section = 8 hours.
3.3.A.I - Intersection Details		X	X				Assume low complexity. 12 hours per intersection per ODOT fee guidance. Assume intersection details for Tiffin and Camp. 12 hours * 2 intersections = 24 hours.
3.3.B - Drainage							
3.3.B.A - Storm Sewer Profiles		X	X				Assume low complexity. 0.25 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.25 hours = 6.5 hours.
3.3.B.D - Underdrain details		X	X				Assume low complexity. 0.25 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.25 hours = 6.5 hours.
3.3.B.E - BMP details		X	X			X	Assume low complexity. 0.25 hours per station per ODOT fee guidance. Assume 2600 feet = 26 stations * 0.25 hours = 6.5 hours.
3.3.C - Traffic Control							
3.3.C.A - Pavement Marking Plan		X	X				Assume very low complexity. Assume 4 hours per sheet. Assume 2600 feet / 500 ft sheet = 6 sheets. 4 hours * 6 sheets = 24 hours.
3.3.E - Maintenance of Traffic							
3.3.E.A - MOT General Notes		X	X				Assume low complexity. 4 hours per sheet per ODOT fee guidance. Assume 2 sheets. 4 hours * 2 sheets = 8 hours.
3.3.E.E - MOT Typical Sections		X	X				Assume low complexity. 2 hours per typical per ODOT fee guidance. Assume 2 typicals. Assume 1 sheet. 2 hours * 2 typicals = 4 hours.
3.3.J - Utilities							
3.3.J.A - Utility Coordination and Documentation		X	X				Assume low complexity. 8 hours per project per ODOT fee guidance.
3.5 - Prepare Environmental Document							
3.5.A - Prepare Environmental Document		X	X				Assume 1 hour to review and coordinate.
3.6 - Environmental Commitments and Plan Notes							
3.6.A - Environmental Commitment Plan Notes		X	X				Assume 2 hours to add environmental commitment plan notes.
3.8 - Prepare Cost Estimates and Revise Milestone							
3.9 - Project Management for Environmental Engineering Phase							
3.9.B - General Oversight		X	X				Assume very low complexity. Assume 4 hours per month per ODOT fee guidance. Assume 4 months (September, October, November, December) for Stage 2. 4 hours * 4 months = 16 hours.
4 - Final Engineering and R/W Phase							
4.2 - Stage 3 Detailed Design Plans							
4.2.A - Quantities and Notes							
4.2.A.A - Pavement Subsummary		X	X				Assume low complexity. 12 hours per sheet per ODOT fee guidance.
4.2.A.B - Drainage Subsummary		X	X				Assume low complexity. 8 hours per sheet per ODOT fee guidance.
4.2.A.C - Roadway Subsummary		X	X				Assume low complexity. 18 hours per sheet per ODOT fee guidance.
4.2.A.E - Maintenance of Traffic Subsummary		X	X				Assume low complexity. 0.5 hours per sheet per ODOT fee guidance. Assume 6 sheets. 0.5 * 6 = 3 hours.
4.2.A.F - Pavement Marking Subsummary		X	X				Assume low complexity. 17 hours per sheet per ODOT fee guidance.
4.2.A.M - General Summary Sheet		X	X				Assume low complexity. 18 hours per sheet per ODOT fee guidance. Assume 2 sheets. 18 hours * 3 sheets = 54 hours.
4.2.A.P - General Notes		X	X				Assume low complexity. 4 hours per sheet per ODOT fee guidance. Assume 3 sheets. 4 hours * 3 sheets = 12 hours.
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)		X	X				Assume low complexity. 0.5 hours / sheet + 8 hours for base subsummary sheet per ODOT fee guidance. Assume 1 sheets. 8.5 hours.
4.2.D - Miscellaneous							
4.2.D.C - Project Site Plan		X	X			X	Assume 18 hours.
4.2.D.F - Miscellaneous Details		X	X				Assume 16 City standard details to be included on plans sheets. Assume 4 details/sheet. Assume 4 sheets. Assume 1 hour per detail. Assume 16 hours.
4.3 - Prepare Cost Estimates and Revise Milestone							
4.3.A - Roadway/Interchange Costs		X	X				Assume very low complexity. 10 hours per project per ODOT fee guidance.
4.4 - Final Plan Package							
4.4.A - Submission of Final Tracings and Documentation		X	X				Assume low complexity. 0.25 hours per sheet per ODOT fee guidance. Assume 44 sheets. 44 * 0.25 = 11 hours.
4.5 - Project Management for Final Engineering and Right of Way Phase							
4.5.A - Meetings		X	X				Assume low complexity. Assume 1 meeting with 2 attendees. Assume virtual meeting. Assume 2 hour meeting. Assume 1 hour for meeting agenda and 1 hour for meeting minutes. 2 hours * 2 attendes = 4 hours + 2 hours for agenda and minutes = 6 hours.
4.5.B - General Oversight		X	X				Assume very low complexity. 3-5 hours per month per ODOT fee guidance. Assume 4 months (January, February, March, April) for Stage 3. 2 hours * 4 months = 8 hours.

EXHIBIT "A"

SUMMARY OF STEPS

C-R-S **ERI-CR500-01.37**
Consultant: Mott MacDonald
Agreement No. TBD
Modification No. 0
PID No. 113957
Proposal Date 1/14/2022

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
$0.00	0	$0	$0	$0	$0	$0	$0	$0
Preliminary Engineering Phase								
$0.00	422	$18,309	$29,726	$31	$275	$46,456	$5,169	$99,966
Environmental Engineering Phase								
$0.00	199	$8,599	$13,961	$15	$124	$5,635	$2,428	$30,762
Final Engineering Phase								
$0.00	156.5	$6,753	$10,965	$11	$136	$0	$1,907	$19,772
Construction Engineering Phase								
$0.00	0	$0	$0	$0	$0	$0	$0	$0
TOTAL AUTHORIZED TASKS								
$0.00	**777.5**	**$33,661**	**$54,652**	**$57**	**$535**	**$52,091**	**$9,504**	**$150,500**
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
	13	$514	$835	$1	$0	$0	$145	$1,495
Stage 2 Detailed Design Phase								
	7.5	$316	$513	$1	$0	$11,244	$89	$12,162
Final Engineering Phase								
	18	$725	$1,176	$1	$0	$0	$205	$2,107
Construction Engineering Phase								
TOTAL IF-AUTHORIZED TASKS								
	38.5	**$1,554**	**$2,523**	**$3**	**$0**	**$11,244**	**$439**	**$15,763**
GRAND TOTAL	**816**	**$35,215**	**$57,175**	**$60**	**$535**	**$63,335**	**$9,943**	**$166,264**

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Mott MacDonald											
Agreement No.	TBD											
Modification No.												
PID No.	113957											
Proposal Date	1/14/2022											
		No. of Units	**Transportation Director**	**Project Principal**	**Project Manager/Sr. Roadway Engineer**	**Junior Roadway Engineer**	**Senior Traffic Engineer**	**Junior Traffic Engineer**	**Technician**	**Admin.**	**Total**	
Task Description			$90.50	$72.25	$58.75	$31.00	$63.25	$38.25	$43.00	$35.50	**Hours**	**Cost**
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.1 - Develop Preliminary Alternatives												
2.1.A -Prepare and Complete Feasibility Study Report												
2.1.A.G - Preliminary Alignment and Profile											0	$0
TOTAL 2.1 - Develop Preliminary Alternatives		0	0	0	0	0	0	0	0	0	0	$0
2.2 - Perform Environmental Field Studies												
2.2.B – Cultural Resources Scoping Request From		1			1						1	$59
2.2.C - Ecological Survey Report		1			1						1	$59
2.2.D - Regulated Materials Review Screening Form		1			1						1	$59
TOTAL 2.2 - Perform Environmental Field Studies		3	0	0	3	0	0	0	0	0	3	$176
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.C - Base Mapping (incl. field verify.)												
2.3.A.C.1 - No R/W Project		1			10	8					18	$836
2.3.A.G - Property Owner Notification											0	$0
2.3.C - Drainage												
2.3.C.E - Conceptual BMP		1		1	2	3.5					6.5	$298
TOTAL 2.3 - AER Design		2	0	1	12	11.5	0	0	0	0	24.5	$1,134
2.6 - Public Involvement/Coordination												
2.6.A - Public Involvement / Coordination		1									0	$0
TOTAL 2.6 - Public Involvement/Coordination		1	0	0	0	0	0	0	0	0	0	$0
2.7 - Stage 1 Design												
2.7.A - Roadway												
2.7.A.A - Title Sheet		1			2	6					8	$304
2.7.A.B - Schematic Plan		1			7	13					20	$814
2.7.A.C - General Notes		1			1	3					4	$152
2.7.A.D - Typical Sections		2			7	18					25	$969
2.7.A.E - Cross Sections		2			5	11					16	$635
2.7.A.F - Plan and Profile - Mainline		6		6	48	90					144	$6,044
2.7.A.J - Intersection Details		2			8	16					24	$966
2.7.A.L - Driveway Details		4			11	21					32	$1,297
2.7.A.N - Traffic Control		6			8	16					24	$966
2.7.B - Drainage												
2.7.B.A - Storm Sewer Profiles		2			4	9					13	$514
2.7.B.D - Drainage Calculations											0	$0
2.7.B.D.3 - Storm Sewer		1			2	4.5					6.5	$257
2.7.B.E - BMP Design											0	$0
2.7.C - Utilities												

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Mott MacDonald											
Agreement No.	TBD											
Modification No.												
PID No.	113957											
Proposal Date	1/14/2022											
		No. of Units	**Transportation Director**	**Project Principal**	**Project Manager/Sr. Roadway Engineer**	**Junior Roadway Engineer**	**Senior Traffic Engineer**	**Junior Traffic Engineer**	**Technician**	**Admin.**	**Total**	
Task Description			$90.50	$72.25	$58.75	$31.00	$63.25	$38.25	$43.00	$35.50	**Hours**	**Cost**
2.7.C.A - Utility Coordination and Documentation		1			8						8	$470
2.7.D - Geotechnical Services												
2.7.D.A - Geotechnical Services and Report		1			4						4	$235
2.7.G - Miscellaneous												
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements											0	$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs		1		1	8	15					24	$1,007
2.7.J - Maintenance of Traffic												
2.7.J.A - Detour Plan		1			3	5					8	$331
TOTAL - 2.7 - Stage 1 Design		32	0	7	126	227.5	0	0	0	0	360.5	$14,961
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings		1			6						6	$353
2.8.B - General Oversight		1		3	25						28	$1,686
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		3	0	3	31	0	0	0	0	0	34	$2,038
Total - 2 Preliminary Engineering Phase		41	0	11	172	239	0	0	0	0	422	$18,309
3 - Stage 2 Detailed Design												
3.3 - Stage2												
3.3.A - Roadway												
3.3.A.A - Title Sheet		1			1	3					4	$152
3.3.A.B - Schematic		1			1	3					4	$152
3.3.A.C - General Notes		3			9	15					24	$994
3.3.A.D - Typical Sections		2		1	3	6					10	$435
3.3.A.E- Plan and Profile - Mainline		6		3	15	30					48	$2,028
3.3.A.H - Cross Sections		2			3	5					8	$331
3.3.A.I - Intersection Details		2			8	16					24	$966
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles		1			2	4.5					6.5	$257
3.3.B.D - Underdrain details		1			2	4.5					6.5	$257
3.3.B.E - BMP Details											0	$0
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan		6			6	18					24	$911
3.3.C.B - Signing Plan											0	$0
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes		2		1	2	5					8	$345
3.3.E.E - MOT Typical Sections		1			1	3					4	$152
3.3.E.F - MOT Plan Sheets											0	$0
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation		1			8						8	$470

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Mott MacDonald											
Agreement No.	TBD											
Modification No.												
PID No.	113957											
Proposal Date	1/14/2022											
		No. of Units	**Transportation Director**	**Project Principal**	**Project Manager/Sr. Roadway Engineer**	**Junior Roadway Engineer**	**Senior Traffic Engineer**	**Junior Traffic Engineer**	**Technician**	**Admin.**	**Total**	
Task Description			$90.50	$72.25	$58.75	$31.00	$63.25	$38.25	$43.00	$35.50	**Hours**	**Cost**
TOTAL 3.3 - Stage2		29	0	5	61	113	1	0	0	0	180	$7,511
3.5 - Prepare Environmental Document												
3.5.A - Prepare Environmental Document		1			1						1	$59
TOTAL 3.5 - Prepare Environmental Document		1	0	0	1	0	0	0	0	0	1	$59
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes		1				2					2	$62
TOTAL 3.6 - Environmental Commitments and Plan Notes		1	0	0	0	2	0	0	0	0	2	$62
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.A - Roadway/Interchange Costs											0	$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	0	0	0	0	0	0	$0
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings											0	$0
3.9.B - General Oversight		1		2	14						16	$967
TOTAL 3.9 - Project Management for Environmental Engineering Phase		1	0	2	14	0	0	0	0	0	16	$967
Total - 3 Stage 2 Detailed Design Phase		32	0	7	76	115	1	0	0	0	199	$8,599
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary		1			4	8					12	$483
4.2.A.B - Drainage Subsummary		1			3	5					8	$331
4.2.A.C - Roadway Subsummary		1			3	6					9	$362
4.2.A.E - Maintenance of Traffic Subsummary		1			1	2					3	$121
4.2.A.F - Pavement Marking Subsummary		1			2		5	10			17	$816
4.2.A.M - General Summary Sheet		2		1	12	23					36	$1,490
4.2.A.P - General Notes		3			4	8					12	$483
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)		1			3	5.5					8.5	$347
4.2.D - Miscellaneous												
4.2.D.F - Miscellaneous Details		4			4	12					16	$607
TOTAL 4.2 - Stage 3 Detailed Design Plans		15	0	1	36	69.5	5	10	0	0	121.5	$5,041
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway/Interchange Costs		1		1	3	6					10	$435
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		1	0	1	3	6	0	0	0	0	10	$435

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Mott MacDonald											
Agreement No.	TBD											
Modification No.												
PID No.	113957											
Proposal Date	1/14/2022											
		No. of Units	**Transportation Director**	**Project Principal**	**Project Manager/Sr. Roadway Engineer**	**Junior Roadway Engineer**	**Senior Traffic Engineer**	**Junior Traffic Engineer**	**Technician**	**Admin.**	**Total**	
Task Description			$90.50	$72.25	$58.75	$31.00	$63.25	$38.25	$43.00	$35.50	**Hours**	**Cost**
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation		44		1	3	7					11	$466
4.4 - Final Plan Package		44	0	1	3	7	0	0	0	0	11	$466
4.5 - Project Management for Final Engineering and Right of Way Phase												
4.5.A - Meetings		1			6						6	$353
4.5.B - General Oversight		1		1	6					1	8	$460
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		2	0	1	12	0	0	0	0	1	14	$813
4.6 - Pre-Bid Activities												
4.6.A - Pre-Bid Questions											0	$0
TOTAL 4.6 - Pre-Bid Activities		0	0	0	0	0	0	0	0	0	0	$0
4.7 - Limited Review												
4.7.A - QA/QC for Limited Review											0	$0
4.7 - Limited Review		0	0	0	0	0	0	0	0	0	0	$0
TOTAL - Final Engineering Phase		62	0	4	54	82.5	5	10	0	1	156.5	$6,753
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction											0	$0
TOTAL 5.1 - On-going Services during Construction		0	0	0	0	0	0	0	0	0	0	$0
TOTAL - Construction Phase		0	0	0	0	0	0	0	0	0	0	$0
TOTAL AUTHORIZED PARTS		135	0	22	302	436.5	6	10	0	1	777.5	$33,661
IF-AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.7.B - Drainage												
2.7.B.E - BMP Design		1			4	9					13	$514
TOTAL - Preliminary Engineering Phase		1	0	0	4	9	0	0	0	0	13	$514

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Mott MacDonald											
Agreement No.	TBD											
Modification No.												
PID No.	113957											
Proposal Date	1/14/2022											
		No. of Units	**Transportation Director**	**Project Principal**	**Project Manager/Sr. Roadway Engineer**	**Junior Roadway Engineer**	**Senior Traffic Engineer**	**Junior Traffic Engineer**	**Technician**	**Admin.**	**Total**	
Task Description			$90.50	$72.25	$58.75	$31.00	$63.25	$38.25	$43.00	$35.50	**Hours**	**Cost**
3 - Stage 2 Detailed Design Phase												
3.1 - Environmental Field Studies and Refined Impacts												
3.1.A - Phase I Cultural Archaeological		1			1						1	$59
3.3.B - Drainage												
3.3.B.E - BMP Details		1			2	4.5					6.5	$257
TOTAL - Stage 2 Detailed Design Phase		2	0	0	3	4.5	0	0	0	0	7.5	$316
4 - Final Engineering and R/W Phase												
4.2.D - Miscellaneous												
4.2.D C - Project Site Plan		1			6	12					18	$725
TOTAL - Final Engineering and R/W Phase		1	0	0	6	12	0	0	0	0	18	$725
TOTAL IF-AUTHORIZED PARTS		4	0	0	13	25.5	0	0	0	0	38.5	$1,554
GRAND TOTAL		139	0	22	315	462	6	10	0	1	816	$35,215

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL COST SUMMARY									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD			**State Average Overhead Rate**			**156.68%**				
Modification No.	0			**Consultant Overhead Rate:**			**162.36%**				
PID No.	113957			**Cost of Money:**			**0.17%**				
Proposal Date	1/14/2022			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.1 - Develop Preliminary Alternatives											
2.1.A -Prepare and Complete Feasibility Study Report											
2.1.A.G - Preliminary Alignment and Profile		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
TOTAL 2.1 - Develop Preliminary Alternatives		0		0	$0	$0	$0	$0	$0	$0	$0
2.2 - Perform Environmental Field Studies											
2.2.B – Cultural Resources Scoping Request From		1	$58.75	1	$59	$95	$0	$0	$1,581	$17	$1,752
2.2.C - Ecological Survey Report		1	$58.75	1	$59	$95	$0	$0	$3,684	$17	$3,855
2.2.D - Regulated Materials Review Screening Form		1	$58.75	1	$59	$95	$0	$0	$4,076	$17	$4,247
TOTAL 2.2 - Perform Environmental Field Studies		3	$58.75	3	$176	$286	$0	$0	$9,341	$50	$9,853
2.3 - AER Design											
2.3.A - Field Survey and Aerial Mapping											
2.3.A.C - Base Mapping (incl. field verify.)											
2.3.A.C.1 - No R/W Project		1	$46.42	18	$836	$1,357	$1	$55	$24,207	$236	$26,691
2.3.A.G - Property Owner Notification		0	#DIV/0!	0	$0	$0	$0	$21	$0	$0	$21
2.3.C - Drainage											
2.3.C.E - Conceptual BMP		1	$45.88	6.5	$298	$484	$1	$0	$0	$84	$867
TOTAL 2.3 - AER Design		2	$46.28	24.5	$1,134	$1,841	$2	$76	$24,207	$320	$27,580
2.6 - Public Involvement/Coordination											
2.6.A - Public Involvement / Coordination		1	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
TOTAL 2.6 - Public Involvement/Coordination		1		0	$0	$0	$0	$0	$0	$0	$0
2.7 - Stage 1 Design											
2.7.A - Roadway											
2.7.A.A - Title Sheet		1	$37.94	8	$304	$493	$1	$0	$0	$86	$882
2.7.A.B - Schematic Plan		1	$40.71	20	$814	$1,322	$1	$0	$0	$230	$2,368
2.7.A.C - General Notes		1	$37.94	4	$152	$246	$0	$0	$0	$43	$441
2.7.A.D - Typical Sections		2	$38.77	25	$969	$1,574	$2	$0	$0	$274	$2,818
2.7.A.E - Cross Sections		2	$39.67	16	$635	$1,031	$1	$0	$0	$179	$1,846
2.7.A.F - Plan and Profile - Mainline		6	$41.97	144	$6,044	$9,812	$10	$0	$0	$1,706	$17,572
2.7.A.J - Intersection Details		2	$40.25	24	$966	$1,568	$2	$0	$0	$273	$2,809
2.7.A.L - Driveway Details		4	$40.54	32	$1,297	$2,106	$2	$0	$0	$366	$3,772
2.7.A.N - Traffic Control		6	$40.25	24	$966	$1,568	$2	$0	$0	$273	$2,809
2.7.B - Drainage											
2.7.B.A - Storm Sewer Profiles		2	$39.54	13	$514	$835	$1	$0	$0	$145	$1,495
2.7.B.D - Drainage Calculations		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
2.7.B.D.3 - Storm Sewer		1	$39.54	6.5	$257	$417	$0	$0	$0	$73	$747
2.7.B.E - BMP Design		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
2.7.C - Utilities											

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL COST SUMMARY									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD			**State Average Overhead Rate**			**156.68%**				
Modification No.	0			**Consultant Overhead Rate:**			**162.36%**				
PID No.	113957			**Cost of Money:**			**0.17%**				
Proposal Date	1/14/2022			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
2.7.C.A - Utility Coordination and Documentation		1	$58.75	8	$470	$763	$1	$0	$0	$133	$1,367
2.7.D - Geotechnical Services											
2.7.D.A - Geotechnical Services and Report		1	$58.75	4	$235	$382	$0	$0	$12,908	$66	$13,591
2.7.G - Miscellaneous											
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones											
2.7.H.A - Roadway/Interchange Costs		1	$41.97	24	$1,007	$1,635	$2	$0	$0	$284	$2,929
2.7.J - Maintenance of Traffic											
2.7.J.A - Detour Plan		1	$41.41	8	$331	$538	$1	$0	$0	$94	$963
TOTAL - 2.7 - Stage 1 Design		32	$41.50	360.5	$14,961	$24,290	$25	$0	$12,908	$4,224	$56,409
2.8 - Project Management for Preliminary Engineering Phase											
2.8.A - Meetings		1	$58.75	6	$353	$572	$1	$0	$0	$100	$1,025
2.8.B - General Oversight		1	$60.20	28	$1,686	$2,737	$3	$199	$0	$476	$5,100
TOTAL 2.8 - Project Management for Preliminary Engineering Phase			$59.94	34	$2,038	$3,309	$3	$199	$0	$575	$6,125
Total - 2 Preliminary Engineering Phase		38		422	$18,309	$29,726	$31	$275	$46,456	$5,169	$99,966
3 - Stage 2 Detailed Design											
3.3 - Stage2											
3.3.A - Roadway											
3.3.A.A - Title Sheet		1	$37.94	4	$152	$246	$0	$0	$0	$43	$441
3.3.A.B - Schematic		1	$37.94	4	$152	$246	$0	$0	$0	$43	$441
3.3.A.C - General Notes		3	$41.41	24	$994	$1,613	$2	$0	$0	$281	$2,889
3.3.A.D - Typical Sections		2	$43.45	10	$435	$705	$1	$0	$0	$123	$1,263
3.3.A.E- Plan and Profile - Mainline		6	$42.25	48	$2,028	$3,293	$3	$0	$0	$573	$5,897
3.3.A.H - Cross Sections		2	$41.41	8	$331	$538	$1	$0	$0	$94	$963
3.3.A.I - Intersection Details		2	$40.25	24	$966	$1,568	$2	$0	$0	$273	$2,809
3.3.B - Drainage											
3.3.B.A - Storm Sewer Profiles		1	$39.54	6.5	$257	$417	$0	$0	$0	$73	$747
3.3.B.D - Underdrain details		1	$39.54	6.5	$257	$417	$0	$0	$0	$73	$747
3.3.B.E - BMP Details		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.3.C - Traffic Control											
3.3.C.A - Pavement Marking Plan		6	$37.94	24	$911	$1,478	$2	$0	$0	$257	$2,647
3.3.C.B - Signing Plan		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.3.E - Maintenance of Traffic											
3.3.E.A - MOT General Notes		2	$43.09	8	$345	$560	$1	$0	$0	$97	$1,002
3.3.E.E - MOT Typical Sections		1	$37.94	4	$152	$246	$0	$0	$0	$43	$441
3.3.E.F - MOT Plan Sheets		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.3.J - Utilities											
3.3.J.A - Utility Coordination and Documentation		1	$58.75	8	$470	$763	$1	$0	$0	$133	$1,367

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL COST SUMMARY									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD			**State Average Overhead Rate**			**156.68%**				
Modification No.	0			**Consultant Overhead Rate:**			**162.36%**				
PID No.	113957			**Cost of Money:**			**0.17%**				
Proposal Date	1/14/2022			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
TOTAL 3.3 - Stage2		29		180	$7,511	$12,195	$13	$0	$0	$2,121	$21,840
3.5 - Prepare Environmental Document											
3.5.A - Prepare Environmental Document		1	$58.75	1	$59	$95	$0	$0	$3,574	$17	$3,745
TOTAL 3.5 - Prepare Environmental Document		1		1	$59	$95	$0	$0	$3,574	$17	$3,745
3.6 - Environmental Commitments and Plan Notes											
3.6.A - Environmental Commitment Plan Notes		1	$31.00	2	$62	$101	$0	$0	$0	$18	$180
TOTAL 3.6 - Environmental Commitments and Plan Notes		1		2	$62	$101	$0	$0	$0	$18	$180
3.8 - Prepare Cost Estimates and Revise Milestone											
3.8.A - Roadway/Interchange Costs		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.9.B - General Oversight		1	$60.44	16	$967	$1,570	$2	$124	$2,061	$273	$4,997
TOTAL 3.9 - Project Management for Environmental Engineering Phase		1	$60.44	16	$967	$1,570	$2	$124	$2,061	$273	$4,997
Total - 3 Stage 2 Detailed Design Phase		32		199	$8,599	$13,961	$15	$124	$5,635	$2,428	$30,762
4 - Final Engineering and R/W Phase											
4.2 - Stage 3 Detailed Design Plans											
4.2.A - Quantities and Notes											
4.2.A.A - Pavement Subsummary		1	$40.25	12	$483	$784	$1	$0	$0	$136	$1,404
4.2.A.B - Drainage Subsummary		1	$41.41	8	$331	$538	$1	$0	$0	$94	$963
4.2.A.C - Roadway Subsummary		1	$40.25	9	$362	$588	$1	$0	$0	$102	$1,053
4.2.A.E - Maintenance of Traffic Subsummary		1	$40.25	3	$121	$196	$0	$0	$0	$34	$351
4.2.A.F - Pavement Marking Subsummary		1	$48.01	17	$816	$1,325	$1	$0	$0	$230	$2,373
4.2.A.M - General Summary Sheet		2	$41.40	36	$1,490	$2,420	$3	$0	$0	$421	$4,333
4.2.A.P - General Notes		3	$40.25	12	$483	$784	$1	$0	$0	$136	$1,404
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)		1	$40.79	8.5	$347	$563	$1	$0	$0	$98	$1,008
4.2.D - Miscellaneous											
4.2.D.F - Miscellaneous Details		4	$37.94	16	$607	$986	$1	$0	$0	$171	$1,765
TOTAL 4.2 - Stage 3 Detailed Design Plans		15		121.5	$5,041	$8,184	$9	$0	$0	$1,423	$14,656
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs		1	$43.45	10	$435	$705	$1	$0	$0	$123	$1,263
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		1		10	$435	$705	$1	$0	$0	$123	$1,263

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL COST SUMMARY									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD			**State Average Overhead Rate**			**156.68%**				
Modification No.	0			**Consultant Overhead Rate:**			**162.36%**				
PID No.	113957			**Cost of Money:**			**0.17%**				
Proposal Date	1/14/2022			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation		44	$42.32	11	$466	$756	$1	$12	$0	$131	$1,366
4.4 - Final Plan Package		44		11	$466	$756	$1	$12	$0	$131	$1,366
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings		1	$58.75	6	$353	$572	$1	$0	$0	$100	$1,025
4.5.B - General Oversight		1	$57.53	8	$460	$747	$1	$124	$0	$130	$1,462
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		2		14	$813	$1,320	$1	$124	$0	$229	$2,487
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
TOTAL 4.6 - Pre-Bid Activities		0		0	$0	$0	$0	$0	$0	$0	$0
4.7 - Limited Review											
4.7.A - QA/QC for Limited Review		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
4.7 - Limited Review		0		0	$0	$0	$0	$0	$0	$0	$0
TOTAL - Final Engineering Phase		62		156.5	$6,753	$10,965	$11	$136	$0	$1,907	$19,772
5 - Construction Phase											
5.1 - On-going Services during Construction											
5.1.A - On-going Services During Construction		0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
TOTAL 5.1 - On-going Services during Construction		0		0	$0	$0	$0	$0	$0	$0	$0
TOTAL - Construction Phase		0		0	$0	$0	$0	$0	$0	$0	$0
TOTAL AUTHORIZED PARTS		132		777.5	$33,661	$54,652	$57	$535	$52,091	$9,504	$150,500
IF-AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.7.B - Drainage											
2.7.B.E - BMP Design		1	$39.54	13	$514	$835	$1	$0	$0	$145	$1,495
TOTAL - Preliminary Engineering Phase		1		13	$514	$835	$1	$0	$0	$145	$1,495

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	PROPOSAL COST SUMMARY									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD			**State Average Overhead Rate**			**156.68%**				
Modification No.	0			**Consultant Overhead Rate:**			**162.36%**				
PID No.	113957			**Cost of Money:**			**0.17%**				
Proposal Date	1/14/2022			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
3 - Stage 2 Detailed Design Phase											
3.1 - Environmental Field Studies and Refined Impacts											
3.1.A - Phase I Cultural Archaeological		1	$58.75	1	$59	$95	$0	$0	$11,244	$17	$11,415
3.3.B - Drainage											
3.3.B.E - BMP Details		1	$39.54	6.5	$257	$417	$0	$0	$0	$73	$747
TOTAL - Stage 2 Detailed Design Phase		2		7.5	$316	$513	$1	$0	$11,244	$89	$12,162
4 - Final Engineering and R/W Phase											
4.2.D - Miscellaneous											
4.2.D C - Project Site Plan		1	$40.25	18	$725	$1,176	$1	$0	$0	$205	$2,107
TOTAL - Final Engineering and R/W Phase		1		18	$725	$1,176	$1	$0	$0	$205	$2,107
TOTAL IF-AUTHORIZED PARTS		4		38.5	$1,554	$2,523	$3	$0	$11,244	$439	$15,763
GRAND TOTAL		136		816	$35,215	$57,175	$60	$535	$63,335	$9,943	$166,264

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	DIRECT COSTS									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD										
Modification No.	0										
PID No.	113957										
Proposal Date	1/14/2022										
		Miscellaneous	Meals	8.5x11 BW Copies	11x17 BW Copies	Mileage	Postage Package	Stamps	Direct Cost 8	Direct Cost 9	**Total**
Task Description	Unit Cost:	$1.00	$1.00	$0.09	$0.27	$0.52	$12.00	$0.55			
AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.1 - Develop Preliminary Alternatives											
2.1.A -Prepare and Complete Feasibility Study Report											
2.1.A.G - Preliminary Alignment and Profile											$0.00
TOTAL 2.1 - Develop Preliminary Alternatives		0	0	0	0	0	0	0	0	0	$0.00
2.2 - Perform Environmental Field Studies											
2.2.B – Cultural Resources Scoping Request From											$0.00
2.2.C - Ecological Survey Report											$0.00
2.2.D - Regulated Materials Review Screening Form											$0.00
TOTAL 2.2 - Perform Environmental Field Studies		0	0	0	0	0	0	0	0	0	$0.00
2.3 - AER Design											
2.3.A - Field Survey and Aerial Mapping											
2.3.A.C - Base Mapping (incl. field verify.)											
2.3.A.C.1 - No R/W Project						106					$55.12
2.3.A.G - Property Owner Notification								38			$20.90
2.3.C - Drainage											
2.3.C.E - Conceptual BMP											$0.00
TOTAL 2.3 - AER Design		0	0	0	0	106	0	38	0	0	$76.02
2.6 - Public Involvement/Coordination											
2.6.A - Public Involvement / Coordination											$0.00
TOTAL 2.6 - Public Involvement/Coordination		0	0	0	0	0	0	0	0	0	$0.00
2.7 - Stage 1 Design											
2.7.A - Roadway											
2.7.A.A - Title Sheet											$0.00
2.7.A.B - Schematic Plan											$0.00
2.7.A.C - General Notes											$0.00
2.7.A.D - Typical Sections											$0.00
2.7.A.E - Cross Sections											$0.00
2.7.A.F - Plan and Profile - Mainline											$0.00
2.7.A.J - Intersection Details											$0.00
2.7.A.L - Driveway Details											$0.00
2.7.A.N - Traffic Control											$0.00
2.7.B - Drainage											
2.7.B.A - Storm Sewer Profiles											$0.00
2.7.B.D - Drainage Calculations											$0.00
2.7.B.D.3 - Storm Sewer											$0.00
2.7.B.E - BMP Design											$0.00
2.7.C - Utilities											

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	DIRECT COSTS									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD										
Modification No.	0										
PID No.	113957										
Proposal Date	1/14/2022										
		Miscellaneous	Meals	8.5x11 BW Copies	11x17 BW Copies	Mileage	Postage Package	Stamps	Direct Cost 8	Direct Cost 9	**Total**
Task Description	Unit Cost:	$1.00	$1.00	$0.09	$0.27	$0.52	$12.00	$0.55			
2.7.C.A - Utility Coordination and Documentation											$0.00
2.7.D - Geotechnical Services											
2.7.D.A - Geotechnical Services and Report											$0.00
2.7.G - Miscellaneous											
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements											$0.00
2.7.H - Prepare C2 Cost Estimates and Update Milestones											
2.7.H.A - Roadway/Interchange Costs											$0.00
2.7.J - Maintenance of Traffic											
2.7.J.A - Detour Plan											$0.00
TOTAL - 2.7 - Stage 1 Design		0	0	0	0	0	0	0	0	0	$0.00
2.8 - Project Management for Preliminary Engineering Phase											
2.8.A - Meetings											$0.00
2.8.B - General Oversight		175					2				$199.00
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		175	0	0	0	0	2	0	0	0	$199.00
Total - 2 Preliminary Engineering Phase		175	0	0	0	106	2	38	0	0	$275.02
3 - Stage 2 Detailed Design											
3.3 - Stage2											
3.3.A - Roadway											
3.3.A.A - Title Sheet											$0.00
3.3.A.B - Schematic											$0.00
3.3.A.C - General Notes											$0.00
3.3.A.D - Typical Sections											$0.00
3.3.A.E- Plan and Profile - Mainline											$0.00
3.3.A.H - Cross Sections											$0.00
3.3.A.I - Intersection Details											$0.00
3.3.B - Drainage											
3.3.B.A - Storm Sewer Profiles											$0.00
3.3.B.D - Underdrain details											$0.00
3.3.B.E - BMP Details											$0.00
3.3.C - Traffic Control											
3.3.C.A - Pavement Marking Plan											$0.00
3.3.C.B - Signing Plan											$0.00
3.3.E - Maintenance of Traffic											
3.3.E.A - MOT General Notes											$0.00
3.3.E.E - MOT Typical Sections											$0.00
3.3.E.F - MOT Plan Sheets											$0.00
3.3.J - Utilities											
3.3.J.A - Utility Coordination and Documentation											$0.00

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	DIRECT COSTS									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD										
Modification No.	0										
PID No.	113957										
Proposal Date	1/14/2022										
		Miscellaneous	Meals	8.5x11 BW Copies	11x17 BW Copies	Mileage	Postage Package	Stamps	Direct Cost 8	Direct Cost 9	**Total**
Task Description	Unit Cost:	$1.00	$1.00	$0.09	$0.27	$0.52	$12.00	$0.55			
	TOTAL 3.3 - Stage2	0	0	0	0	0	0	0	0	0	$0.00
3.5 - Prepare Environmental Document											
3.5.A - Prepare Environmental Document											$0.00
	TOTAL 3.5 - Prepare Environmental Document	0	0	0	0	0	0	0	0	0	$0.00
3.6 - Environmental Commitments and Plan Notes											
3.6.A - Environmental Commitment Plan Notes											$0.00
	TOTAL 3.6 - Environmental Commitments and Plan Notes	0	0	0	0	0	0	0	0	0	$0.00
3.8 - Prepare Cost Estimates and Revise Milestone											
3.8.A - Roadway/Interchange Costs											$0.00
	TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	0	0	0	0	0	0	0	0	0	$0.00
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings											$0.00
3.9.B - General Oversight		100					2				$124.00
	TOTAL 3.9 - Project Management for Environmental Engineering Phase	100	0	0	0	0	2	0	0	0	$124.00
	Total - 3 Stage 2 Detailed Design Phase	100	0	0	0	0	2	0	0	0	$124.00
4 - Final Engineering and R/W Phase											
4.2 - Stage 3 Detailed Design Plans											
4.2.A - Quantities and Notes											
4.2.A.A - Pavement Subsummary											$0.00
4.2.A.B - Drainage Subsummary											$0.00
4.2.A.C - Roadway Subsummary											$0.00
4.2.A.E - Maintenance of Traffic Subsummary											$0.00
4.2.A.F - Pavement Marking Subsummary											$0.00
4.2.A.M - General Summary Sheet											$0.00
4.2.A.P - General Notes											$0.00
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)											$0.00
4.2.D - Miscellaneous											
4.2.D.F - Miscellaneous Details											$0.00
	TOTAL 4.2 - Stage 3 Detailed Design Plans	0	0	0	0	0	0	0	0	0	$0.00
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											$0.00
	TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	0	0	0	0	0	0	0	0	0	$0.00

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	DIRECT COSTS									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD										
Modification No.	0										
PID No.	113957										
Proposal Date	1/14/2022										
		Miscellaneous	Meals	8.5x11 BW Copies	11x17 BW Copies	Mileage	Postage Package	Stamps	Direct Cost 8	Direct Cost 9	**Total**
Task Description	Unit Cost:	$1.00	$1.00	$0.09	$0.27	$0.52	$12.00	$0.55			
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation							1				$12.00
4.4 - Final Plan Package		0	0	0	0	0	1	0	0	0	$12.00
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings											$0.00
4.5.B - General Oversight		100					2				$124.00
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		100	0	0	0	0	2	0	0	0	$124.00
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions											$0.00
TOTAL 4.6 - Pre-Bid Activities		0	0	0	0	0	0	0	0	0	$0.00
4.7 - Limited Review											
4.7.A - QA/QC for Limited Review											$0.00
4.7 - Limited Review		0	0	0	0	0	0	0	0	0	$0.00
TOTAL - Final Engineering Phase		100	0	0	0	0	3	0	0	0	$136.00
5 - Construction Phase											
5.1 - On-going Services during Construction											
5.1.A - On-going Services During Construction											$0.00
TOTAL 5.1 - On-going Services during Construction		0	0	0	0	0	0	0	0	0	$0.00
TOTAL - Construction Phase		0	0	0	0	0	0	0	0	0	$0.00
TOTAL AUTHORIZED PARTS		375	0	0	0	106	7	38	0	0	$535
IF-AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.7.B - Drainage											
2.7.B.E - BMP Design											$0.00
TOTAL - Preliminary Engineering Phase		0	0	0	0	0	0	0	0	0	$0.00

EXHIBIT "A"

C-R-S	ERI-CR500-01.37	DIRECT COSTS									Version: Sept 2021
Consultant:	Mott MacDonald										
Agreement No.	TBD										
Modification No.	0										
PID No.	113957										
Proposal Date	1/14/2022										
		Miscellaneous	Meals	8.5x11 BW Copies	11x17 BW Copies	Mileage	Postage Package	Stamps	Direct Cost 8	Direct Cost 9	**Total**
Task Description	Unit Cost:	$1.00	$1.00	$0.09	$0.27	$0.52	$12.00	$0.55			
3 - Stage 2 Detailed Design Phase											
3.1 - Environmental Field Studies and Refined Impacts											
3.1.A - Phase I Cultural Archaeological											$0.00
3.3.B - Drainage											
3.3.B.E - BMP Details											$0.00
TOTAL - Stage 2 Detailed Design Phase		0	0	0	0	0	0	0	0	0	$0.00
4 - Final Engineering and R/W Phase											
4.2.D - Miscellaneous											
4.2.D C - Project Site Plan											$0.00
TOTAL - Final Engineering and R/W Phase		0	0	0	0	0	0	0	0	0	$0.00
TOTAL IF-AUTHORIZED PARTS		0	0	0	0	0	0	0	0	0	$0
GRAND TOTAL		375	0	0	0	106	7	38	0	0	$535

EXHIBIT "A"

Appendix B

Subconsultants Proposals

EXHIBIT "A"

Engineering Services Agreement

Engineer: K.E. McCartney & Associates, Inc.	**Client:** Mott MacDonald
52 N. Diamond St.	18013 Cleveland Parkway Drive, Suite 200
Mansfield, Ohio 44902	Cleveland, Ohio 44135
Project No. PR-1203	**Date:** January 14, 2022
Project Name: ERI-CR0500-1.37; PID 113957	**Location:** Sandusky, Ohio

Scope of Services:

Field survey:

- Establish horizontal and vertical control points and locate the existing roadway right of way of way, determining and plotting the existing roadway center lines
- Full drainage, sanitary and combination sewer survey (including pipe size, type, invert and casting elevation, flow direction, sketches, photos, etc.)
- Topography
- Call to OUPS to request plans and field markings. Surveying of OUPS delineated utility locations and other utility features in full topo areas
- Planimetric features including existing loop detectors, trees, signs, and geotechnical borings.

Survey Limits:

-Survey of the following ADA deficient or missing curb ramps on West Monroe Street only:

-The intersections of Jay, Mills, Putnam, Harrison, Pearl, Camp, Clinton, Pear, and Broadway

- Entire intersection of West Monroe with Tiffin and Camp extending 100' past the radius return on Tiffin and Camp (400 L.F.)

-Park at the corner of Monroe/Mills/Tiffin for use as a potential location of a future detention pond (0.4 Ac.)

- Survey half of the road pavement or treelawn depending on the alignment selected by Client for future storm sewer to determine future casting elevations. Survey will be done later in 2022.

EXHIBIT "A"

Deliverables:

Survey base map shall be generated by KEM in AutoCAD version 2016 or later, DTM will be furnished electronically in LandXML format. Scale shall be 1"=20' and contours shall be every 1'. Other deliverables include all survey point information including control points and benchmarks, photos, field book and any other information generated during field work.

Schedule:

Weather permitting, KEM will provide all deliverables within 45 calendar days of Notice to Proceed.

Fee Arrangement:	Billed on an Hourly Rate basis not to exceed: **$24,207.00**

KEM 2022 Hourly Rates:

Department Manager	$167.00/HR	Sr Engineering Tech	$ 95.00/HR	Add. Survey Crew Member	$ 61.00/HR
Senior Project Manager	$138.00/HR	Engineering Tech	$ 76.00/HR	Administrative Assistant	$ 72.00/HR
Project Manager	$120.00/HR	Project Inspector	$ 89.00/HR	Field Technician	$ 73.00/HR
Project Engineer	$107.00/HR	Survey w/Robotics	$122.00/HR	CCTV Inspection	$232.00/HR
Drone Services	$109.00/HR	Survey with 3d Scanner	$200.00/HR	Vac Truck	$232.00/HR

Special Conditions:

1. Additional services include any not listed in the Scope of Services and will be billed at standard hourly rates following approval of the Client.
2. Site assessments including archaeological, environmental, ecological and wetland, or other such; and site investigations such as soil borings, or other such; are the responsibility of the Client. The Client shall provide KEM with any such assessments, delineations, or investigations that may impact project design.
3. Utilities marked by OUPS member companies will be surveyed pursuant to FHWA SUE QL-C. Engineer will make up to two (2) requests for locates to OUPS for utility owners to be notified.
4. No subsurface utility engineering (SUE) work is included.
5. Standard hourly rates may be adjusted annually as of 2023 to reflect current cost associated with inflation and overhead expenses.

ERI-CR500-01.37
Mott Macdonald
PID 113957

ESTIMATE BY HOURS

	Category	Department Manager	Senior Proj. Manager	Proj. Manager	Proj. Eng.	Sr. Tech.	Tech.	Field Tech.	Survey Crew	Survey w/ 3D Scanner	Miles	KEM	Sub and/or Equip	SUBTOTAL	PHASE TOTALS
1	**Surveying**														**$24,207.00**
1.01	Field Work	1	4				4	20	75	10	900	$14,101.00		$14,101.00	
1.02	Base Map	2	24			20	60					$10,106.00		$10,106.00	
	Hours Subtotal	**3**	**28**	**0**	**0**	**20**	**64**	**20**	**75**	**10**	**900**				
	2022 Hourly Rate	$167.00	$138.00	$120.00	$107.00	$95.00	$76.00	$73.00	$122.00	$200.00	$0.52				
	Design Budget Subtotal	$501.00	$3,864.00	$-	$-	$1,900.00	$4,864.00	$1,460.00	$9,150.00	$2,000.00	$468.00	$24,207.00	$-		
													TOTAL DESIGN BUDGET	**$24,207.00**	

EXHIBIT "A"

Lawhon & Associates, Inc.
ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton
Cincinnati

December 29, 2021

Chris Preto, PE, ENV SP, LEED AP BD+C
Mott MacDonald
18013 Cleveland Parkway Drive
Suite 200
Cleveland, OH 44135

RE: ERI-CR0500-1.37 (W Monroe St) PID No. 113957
Environmental Scope
Sandusky, Erie County, Ohio

Dear Mr. Preto:

Lawhon & Associates, Inc. is pleased to submit our proposal for the West Monroe Street improvement project. The proposed project includes storm sewer improvements, roadway reconstruction and roadway resurfacing along West Monroe Street, between Broadway St. and Camp Street in Sandusky, Erie County, Ohio. There will be no new right of way acquired. Our fee estimate is based upon correspondence with you on December 17th and December 28th. Our fee assumes Mott MacDonald will send out the property owner notification letters. A review of National Wetland Inventory map shows no ecological resources in the project area, we assume there will be no impacts and waterway permitting will not be required. Our proposed tasks include:

EXHIBIT "A"

Level 1 Ecological Survey Report – Lawhon will complete a Level 1 Ecological Survey Report. The report will delineate wetlands if present, and any impacts will be calculated based upon Stage 1 design. The survey will utilize ODOT's most recent guidance manual and will be uploaded to EnviroNet for review and coordination.

Section 106 Scoping Request- Lawhon will complete a Section 106 Scoping Request Form per ODOT's most recent guidance manual. The form will be uploaded to ODOT's EnviroNet system for review and coordination

Regulated Materials Review (RMR)- The RMR Screening is the most recent ODOT equivalent to the Environmental Site Assessment (ESA) Screening. Lawhon will complete the RMR Screening following ODOT's current guidance manual; form will be uploaded to EnviroNet for review.

C2 Environmental Document- The project will be processed as a Level 2 Categorical Exclusion (C2). The CE will include all necessary documentation of required studies and will include Environmental Justice mapping, and public involvement documentation. This fee does not include standalone studies. CE will be completed and submitted through ODOT's EnviroNet system.

General Oversight- This task includes project setup, client updates, scheduling, invoices and client communication through project completion.

If Authorized

Phase I Cultural Resource History/Architecture Survey- *Two NRHP properties were identified within the project footprint, one of which has been demolished. Some of the Ohio Historic Inventory (OHIs) in the area have had "NR District Potential" checked on their forms so the research on the area would need to account for whether a historic district existed in the area. This task involves preparation of a Phase I Cultural Resources Survey for the footprint of the preferred alternative. If it is required, the scope of effort will be determined by ODOT as part of the review of the Section 106 Scoping Request Form. The fee estimate provided is based upon the anticipated project footprint and is a medium level in the ODOT Consultant Fee Guidance.*

Fees were created using the ODOT Consultant Fee Guidance plus travel time when appropriate. All studies will follow the most recent OES guidance manuals and will be uploaded to EnviroNet for review and coordination.

Enclosed is the fee estimate for this effort. Please let me know if you have any questions.

Respectfully,

EXHIBIT "A"

Jessica Stratigakos
Sr. Project Manager

Susan S. Daniels, PE, AICP
Director of NEPA Planning

Proposal Cost Summary

C/R/S : **ERI-CR0500-1.37 (W Monroe St)**
PID: **113957**

Overhead Percentage	143.47%
Avg OH rate	158.08%
Net Fee Percentage	11.00%
Cost of money	0.62%

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/29/2021**

EXHIBIT "A"

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
Level 1 Ecological Survey Report	$32.70	40	$1,308	$1,877	$8	$120	$0	$371	$3,684
Section 106 Scoping Request	$32.22	18	$580	$832	$4	$0	$0	$165	$1,581
Regulated Materials Review (RMR)	$34.00	44	$1,496	$2,146	$9	$0	$0	$425	$4,076
C2 Environmental Document	$41.00	32	$1,312	$1,882	$8	$0	$0	$372	$3,574
General Oversight	$47.25	16	$756	$1,085	$5	$0	$0	$215	$2,061
Total Authorized Tasks	$36.35	150	$5,452	$7,822	$34	$120	$0	$1,548	$14,976
If Authorized									
Phase I Cultural Resource History/Architecture Survey	$47.25	110	$3,940	$5,653	$24	$508	$0	$1,119	$11,244
Total with if Authorized Tasks	$36.12	260	$9,392	$13,475	$58	$628	$0	$2,667	$26,220

Proposed Labor Rates and Hours

C/R/S : **ERI-CR0500-1.37 (W Monroe St)**
PID: **113957**
Task Order: **0**
Agreement Number: **0**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/29/2021**

Category	Rate	Category	Rate
PR	$70.00	Eng1	$28.00
ES4	$44.00	ES1	$20.00
ES3	$36.00	ES1-OT	$30.00
ES2	$28.00	GIS/Admin	$30.00

EXHIBIT "A"

	Labor Hours by Category								Total	Labor
Task	PR	ES4	ES3	ES2	Eng1	ES1	ES1-OT	GIS/Admin	Hours	Costs
Level 1 Ecological Survey Report	0	6	10	18	0	0	0	6	40	$1,308
Section 106 Scoping Request	0	4	0	8	0	0	0	6	18	$580
Regulated Materials Review (RMR)	0	6	20	14	0	0	0	4	44	$1,496
C2 Environmental Document	0	20	12	0	0	0	0	0	32	$1,312
General Oversight	2	14	0	0	0	0	0	0	16	$756
Total Authorized Tasks	2	50	42	40	0	0	0	16	150	$5,452
If Authorized										
Phase I Cultural Resource History/Architecture Survey	0	32	42	30	0	0	0	6	110	$3,940
al with if Authorized Tasks	0	32	42	30	0	0	0	6	110	$9,392

Non-Labor Direct Cost Summary

C/R/S : **ERI-CR0500-1.37 (W Monroe St)**
PID: **113957**
Task Order: **0**
Agreement Number: **0**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **12/29/2021**

EXHIBIT "A"

Task	miles	mileage 0.52/mile	copies & postage	field supplies	per diem	hotel	other	**Direct Costs**
Level 1 Ecological Survey Report	230	$120	$0	$0	$0	$0	$0	$120
Section 106 Scoping Request	0	$0	$0	$0	$0	$0	$0	$0
Regulated Materials Review (RMR)	0	$0	$0	$0	$0	$0	$0	$0
C2 Environmental Document	0	$0	$0	$0	$0	$0	$0	$0
General Oversight	0	$0	$0	$0	$0	$0	$0	$0
Total Authorized Tasks	230	$120	$0	$0	$0	$0	$0	$120
If Authorized								
Phase I Cultural Resource History/Architecture Survey	220	$114	$0	$0	$192	$202	$0	$508
Total with if Authorized Tasks	450	$234	$0	$0	$0	$0	$0	$628

CTL Engineering, Inc.
3085 Interstate Parkway, Brunswick, OH 44212
Phone: 330-220-8900 Fax: 330-220-8944

e-mail: ctlcle@ctleng.com *AN EMPLOYEE OWNED COMPANY*
Consulting Engineer – Testing – Inspection Services – Analytical Laboratories **Established 1927**

December 30, 2021

Mott MacDonald
18013 Cleveland Parkway Drive
Suite 200
Cleveland, Ohio 44135

Attention: Mr. Chris Preto, PE, ENV SP, LEED AP BD+C
Principal Project Manager/Senior Associate

Reference: Proposal for Geotechnical Engineering Services
ERI-CR0500-1.37 (W Monroe St) PID No. 113957
Sandusky, Erie County, Ohio
CTL Proposal No. 22050001CLE-PPL

Mr. Preto:

In response to your request, CTL Engineering, Inc. is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. CTL will perform the subsurface investigation in accordance with your email request dated December 17, 2021 and ODOT Specifications for Geotechnical Exploration (SGE) with the exception of deliverable. Our report will not include soil profile, soil summary data, and design stage reviews/comments.

EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF WORK

The project consists of a storm sewer upgrades, roadway reconstruction and roadway resurfacing along West Monroe Street, between Broadway St. and Camp Street in Sandusky, Erie County, Ohio. We anticipate that the storm sewer will not be deeper than 6 to 8 feet below existing grades.

CTL plans to advance eight (8) soil borings at 10 feet deep below existing grades. CTL will obtain split spoon samples at 2.5-foot intervals in upper 10 feet. Borings will be advanced to the designated depths or sample refusal whichever occurs first. Our budget includes up to 5 feet of rock core at one of the proposed borings. The bore holes will be backfilled with auger cutting/cement mix. Laboratory testing will consist of visual-manual classification and moisture content of all samples, Atterberg Limits, Grain Size Analysis, and Sulfate Testing.

PROCEDURES

CTL services will include the following items:

A. Coordinate access with designated personnel.

B. CTL will mark the soil borings in the field, Mott MacDonald or their representative will survey the borings and provide CTL with Stations, Offsets, elevation and Coordinates (Latitude/Longitude).

C. CTL will contact Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.

D. Drill the test borings near proposed areas and provide traffic control including flaggers.

E. Field and laboratory testing in accordance with ASTM/ODOT specifications.

F. Boring Location Plan.

G. Engineering evaluation and reporting to include:

1. General description of the site
2. Boring logs and profile to include:

   (a) Surface elevation at each test boring location.
   (b) Thickness of pavement, topsoil and subsoil strata.
   (c) Groundwater encountered during drilling, and at completion.
   (d) Standard penetration and moisture content as a function of depth.

EXHIBIT "A"

3. Existing subsurface conditions.
4. Groundwater/drainage management recommendations.
5. Subgrade analysis and recommendations for pavement support.
6. Recommendations for utility excavation, support, and backfill.

COST ESTIMATE

The cost estimate will be in accordance with the attached rates. Based on the expected amount of work/scope, our budget is **$12,908.00**.

CONTINGENCIES

This proposal is valid for 90 days. If unforeseen conditions were encountered, the client will be notified to determine if additional work is required. In addition, this information is proprietary and confidential and CTL assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than Mott MacDonald and his or her Representatives.

Additional Services if needed and authorized will be invoices at the provided rates:

SCHEDULE

CTL can start the drilling within 7 to 10 working days of authorization and complete the field-testing within 9 to 10 working days pending on weather conditions. The geotechnical report will be available within 25 to 30 working days of authorization to proceed.

CLOSING

CTL is committed to provide comprehensive and quality services to its clients, and is confident that our services are commensurate with your professional expectations. CTL will assign the following staff to this project:

We sincerely appreciate the opportunity to provide this cost proposal and look forward to working with you. Should you have any questions, please feel free to contact me at (330) 220-8900.

Respectfully submitted,
CTL ENGINEERING, INC.

H. Matthew Kairouz, P.E.
Project Engineer

Enclosure:

- *Fee Schedule.*
- *Proposed Boring Location Plan.*

EXHIBIT "A"

OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

EXHIBIT "A"

ERI-CR0500-1.37

PID # 113957

W. Monroe St. Resurfacing & Utility Upgrades

CTL Engineering, Inc.

Prepared By: **Matthew Kairouz**

Date prepared: **December 30, 2021**

Matthew Kairouz
3085 Interstate Parkway
Brunswick, Ohio 44212

(330) 220-8900
mkairouz@ctleng.com

GEOTECHNICAL EXPLORATION PROPOSAL **COST SUMMARY**

C/R/S :	**ERI-CR0500-1.37**	Overhead Percentage =	166.35%
PID NO.:	**PID # 113957**	ODOT Statewide Percentage for Net Fee =	158.08%
CONSULTANT:	**CTL Engineering, Inc.**	Net Fee Percentage =	11.00%
DATE:	**December 30, 2021**	Cost of Money =	1.17%

Task		Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING											
Office Reconnaissance		$49.00	1	$49	$82	$1			$14	$146	
Field Reconnaissance		$22.00	6	$132	$220	$2			$37	$391	
Exploration Plan		$62.00	1	$62	$103	$1	$65	$0	$18	$249	
	Subtotal	**$30.38** Avg. Rate	**8**	**$243**	**$405**	**$4**	**$65**	**$0**	**$69**	**$786**	6%
FIELD COORDINATION											
Field Coordination		$20.15	26	$524	$872	$6	$310		$149	$1,861	14%
Logging (if drilling is subcontracted)		$0.00	0	$0	$0	$0	$0		$0	$0	0%
	Subtotal	**$20.15** Avg. Rate	**26**	**$524**	**$872**	**$6**	**$310**		**$149**	**$1,861**	
FIELD EXPLORATION											
	Subtotal							**$0**		**$3,735**	29%
LABORATORY TESTING											
	Subtotal							**$0**		**$4,288**	33%
GEOTECHNICAL EXPLORATION REPORT											
Subgrade and Roadway		$29.08	26	$756	$1,258	$9	$0	$0	$215	$2,238	
Bridge		$0.00	0	$0	$0	$0		$0	$0	$0	
Other Structures (describe)		$0.00	0	$0	$0	$0		$0	$0	$0	
Geohazard (describe)		$0.00	0	$0	$0	$0		$0	$0	$0	
Stage 2 Plan Review		$0.00	0	$0	$0	$0		$0	$0	$0	
Final Plan Review		$0.00	0	$0	$0	$0		$0	$0	$0	
	Subtotal	**$29.08** **Avg. Rate**	**26**	**$756**	**$1,258**	**$9**	**$0**	**$0**	**$215**	**$2,238**	17%
											Cost per foot
GRAND TOTAL ALL PARTS	**Total**	**$25.38** **Avg. Rate**	**60**	**$1,523**	**$2,535**	**$19**	**$375**	**$0**	**$433**	**$12,908**	$152

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL — LABOR HOURS

C/R/S : **ERI-CR0500-1.37**

PID NO.: **PID # 113957**

CONSULTANT: **CTL Engineering, Inc.**

DATE: **December 30, 2021**

HOURLY RATES

Personnel Category	Salary Rate
Manager, P.E.	$61.50
Project Engineer, P.E.	$49.00
Staff Engineer	$31.00
CADD Technician	$22.00
Field Supervisor	$22.00
Technician	$20.00
Geologist	$22.00
Secretary	$18.50

HOURS BY PERSONNEL CATEGORY

Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	0	1	0	0	0	0	0	0	1	$49
Field Reconnaissance	0	0	0	0	0	0	6	0	6	$132
Exploration Plan	1	0	0	0	0	0	0	0	1	$62
Subtotal	**1**	**1**	**0**	**0**	**0**	**0**	**6**	**0**	**8**	**$243**
FIELD COORDINATION										
Field Coordination	0	0	0	0	2	24	0	0	26	$524
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	$0
Subtotal	**0**	**0**	**0**	**0**	**2**	**24**	**0**	**0**	**26**	**$524**
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	0	2	16	0	0	0	4	4	26	$756
Bridge	0	0	0	0	0	0	0	0	0	$0
Other Structures (describe)	0	0	0	0	0	0	0	0	0	$0
Geohazard (describe)	0	0	0	0	0	0	0	0	0	$0
Stage 2 Plan Review	0	0	0	0	0	0	0	0	0	$0
Final Plan Review	0	0	0	0	0	0	0	0	0	$0
Subtotal	**0**	**2**	**16**	**0**	**0**	**0**	**4**	**4**	**26**	**$756**
LABOR TOTAL ALL PARTS **Total**	**1**	**3**	**16**	**0**	**2**	**24**	**10**	**4**	**60**	**$1,523**

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL **FIELD EXPLORATION**

C/R/S : **ERI-CR0500-1.37**

PID NO.: **PID # 113957**

CONSULTANT: **CTL Engineering, Inc.**

DATE: **December 30, 2021**

Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1	lump	$550.00	$550	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
			Subtotal	**$550**	
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones
Typical Application No.	TA-21				
	2	days	$150.00	$300	
Typical Application No.					
		days		$0	
Railroad Traffic Control		days		$0	
			Subtotal	**$300**	
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method
Method Description					
		feet		$0	
Method Description					
		feet		$0	
Test Pits		each		$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit
Pavement/Bridge Deck Coring					Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.
Core Diameter		in.			
		each		$0	
Core Diameter		in.			
		each		$0	
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig
Number of Drill Rig Days	2	days			
Total Soil Footage (ft)	80	**40**	ft/day		
Total Rock Footage (ft)	5	**3**	ft/day		
No Sampling		feet		$0	
5-ft SPT		feet	$21.00	$0	
2.5-ft SPT	80	feet	$23.00	$1,840	
Continuous SPT		feet	$33.00	$0	
Undisturbed Samples		each	$110.00	$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring	5	feet	$65.00	$325	
Permanent Borehole Sealing	80	feet	$9.00	$720	
Skid Drilling					
Number of Drill Rig Days	2	days			
Total Soil Footage (ft)	0	**0**	ft/day		
Total Rock Footage (ft)	0	**0**	ft/day		
No Sampling		feet		$0	
5-ft SPT		feet		$0	
2.5-ft SPT		feet		$0	
Continuous SPT		feet		$0	
Undisturbed Samples		each		$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		$0	
Permanent Borehole Sealing		feet		$0	
Barge Drilling					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0	**0**	ft/day		
Total Rock Footage (ft)	0	**0**	ft/day		
5-ft SPT		feet		$0	
2.5-ft SPT		feet		$0	
Continuous SPT		feet		$0	
Undisturbed Samples		each		$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		$0	
Permanent Borehole Sealing		feet		$0	
Barge		days		$0	Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)
Other Exploratory Methods					CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.
Method Description					
		days		$0	
Method Description					
		days		$0	
In-situ Testing					Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction
Test:					
		days		$0	
Test:					
		days		$0	
Installation/Reading of Geotechnical Instruments					Excludes cost of drilling - present above. Includes all material and labor for installation
Open Standpipe Piezometer		feet		$0	
Monitoring Well		feet		$0	
Inclinometer		feet		$0	
Misc (describe)					pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.
		each		$0	
Instrument Readings		trips		$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction
			Subtotal	**$2,885**	
Direct Costs					
Drill Crew Meals and Lodging				$0	
				$0	
			Subtotal	**$0**	
FIELD EXPLORATION TOTAL ALL PARTS			**Total**	**$3,735**	

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL **LABORATORY TESTING**

C/R/S : **ERI-CR0500-1.37**

PID NO.: **PID # 113957**

CONSULTANT: **CTL Engineering, Inc.**

DATE: **December 30, 2021**

	Test	Test Method AASHTO	Test Method ASTM	Quantity	Unit	Unit Cost	Cost	Remarks
Soil Testing								
	Complete Classification	Multiple	Multiple	16	each	$173	$2,768	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	32	each	$14	$448	Visual Description per SGE Section 602
	Particle Size Analysis - Sieve Only	T88	D422	3	each	$72	$216	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	$99	$0	As modified per SGE Section 603.3
	Liquid Limit Test	T89	D4318	0	each	$44	$0	As modified per SGE Section 603.3
	Plastic Limit Test	T90	D4318	0	each	$41	$0	As modified per SGE Section 603.3
	Organic Content by Loss on Ignition	T267	D2974	0	each	$54	$0	
	Soil Unconfined Compression Test	T208	D2166	0	each	$86	$0	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	$191	$0	
	Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0	3 points	$1,004	$0	
	One-Dimensional Consolidation Test	T216	D2435	0	each	$575	$0	
	Specific Gravity Test	T100	D854	0	each	$69	$0	
	Direct Shear Test	T236	D3080	0	3 points	$552	$0	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	8	each	$107	$856	
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
					Subtotal		**$4,288**	
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	$104	$0	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	$240	$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	$69	$0	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	$278	$0	
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			$0	Identify the test and test method for any tests not listed above
					Subtotal		**$0**	
LABORATORY TESTING TOTAL ALL PARTS					**Total**		**$4,288**	

EXHIBIT "A"

GEOTECHNICAL EXPLORATION PROPOSAL — DIRECT COSTS

C/R/S : **ERI-CR0500-1.37**

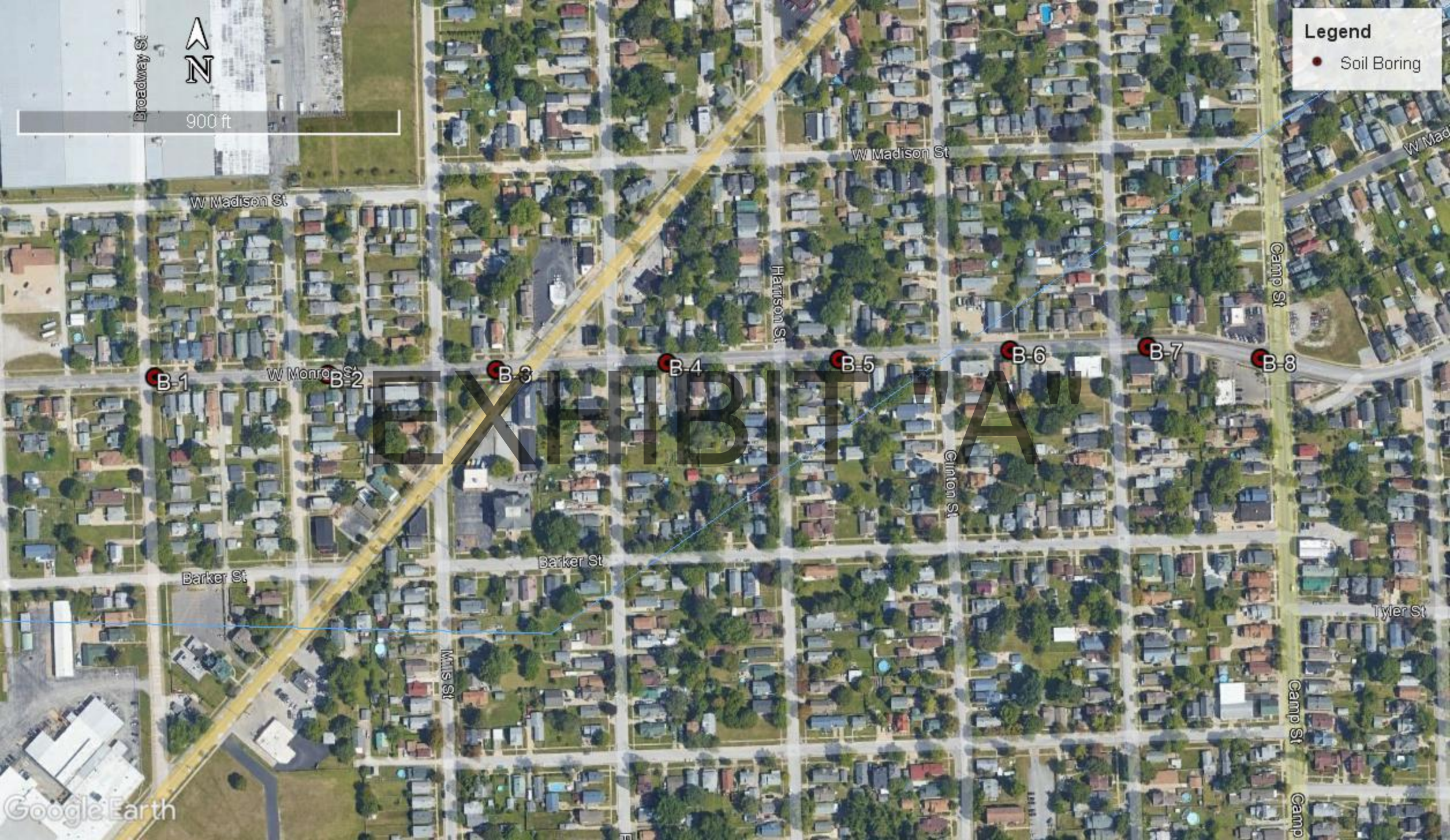
PID NO.: **PID # 113957**

CONSULTANT: **CTL Engineering, Inc.**

DATE: **December 30, 2021**

Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
Mileage	125		$0.52	$65.00
(describe)	0		$0.00	$0.00
(describe)	0		$0.00	$0.00
			Subtotal	**$65.00**
FIELD COORDINATION				
Field Coordination				
Rock Core Setup	1	each	$115.00	$115.00
Mileage	375	mile	$0.52	$195.00
Permits	0	each	$0.00	$0.00
Dozer and Operator (site access and restoration)	0	hour	$0.00	$0.00
Site Restoration (not including Dozer)	0	site	$0.00	$0.00
Railroad Permits	0	each	$0.00	$0.00
Other (describe)	0		$0.00	$0.00
Other (describe)	0		$0.00	$0.00
			Subtotal	$310.00
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	$0.00	$0.00
Mileage	0	mile	$0.52	$0.00
Other (describe)	0		$0.00	$0.00
			Subtotal	$0.00
			Subtotal	**$310.00**
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		$0.00	$0.00
(describe)	0		$0.00	$0.00
			Subtotal	**$0.00**
DIRECT COSTS TOTAL ALL PARTS			**Total**	**$375.00**

EXHIBIT "A"


Legend
Soil Boring
N
900 ft
Broadway St
W Madison St
W Monroe St
Barker St
Mills St
Harrison St
Clinton St
Camp St
Tyler St
B-1
B-2
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B-4
B-5
B-6
B-7
B-8
Google Earth

EXHIBIT "A"

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item – Permission to Bid the 2022 Local Street Resurfacing Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2022 Local Street Resurfacing Project.

BACKGROUND INFORMATION: The success of 2021's Local Street Resurfacing project extended the life of almost 15 miles of roadways throughout the City. This project is similar, in that it addresses 7 miles of roadways in poor condition.

As one of the largest (in length, number of affected streets and estimated cost) local street resurfacing projects in the history of the City, this project addresses many of the worst asphalt street sections in the City based on a variety of factors, such as: street survey data compiled in 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc. Staff has finalized the selection of 78 street segments totaling 7.3 centerline miles of streets (see Exhibit "A").

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional "milling" and possibly excavation to address structural problem areas in the pavement. Most of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit "A"), or will be finalized as soon as possible.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is believed that many communities will also be putting stimulus money towards their roadways. As contractors' schedules fill up, and oil prices stay volatile, the result is an increase in unit prices and overtime pay for construction labor. Bidding the project early in the calendar year allows us to get ahead of those other communities and procure lower pricing.

As staff has been developing the capital plan, there has been much discussion on the amount of available capital funding that could be made available for streets as the top priority.

BUDGETARY INFORMATION: The estimated cost of the project construction costs is $1,799,590.11 paid with the following sources;

APRA Stimulus Funds	$	1,279,770.11
Parking & Admissions Tax	$	70,000
State Gas Tax Money	$	140,000

Issue 8 Funds	$	60,000
Water Funds	$	76,210
Sewer Funds	$	173,610

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2022 Local Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early in the 2022 calendar year. Bidding the project early in the year will ensure aggressive bidding providing a savings to the City and allowing enough time for all work to be complete in the 2022 calendar year.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron Klein, P.E.
City Manager	Director

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

EXHIBIT "A"

STREET	FROM	TO
42 ST	COLUMBUS AVE	HANCOCK ST
42 ST	HANCOCK ST	MILAN RD
44 ST	COLUMBUS AVE	HANCOCK ST
46 ST	HANCOCK ST	MILAN RD
46 ST	W FARWELL ST	HANCOCK ST
48 ST	COLUMBUS AVE	HANCOCK ST
48 ST	HANCOCK ST	MILAN RD
50 ST	HANCOCK ST	MILAN RD
50 ST	E PERKINS AVE	HANCOCK ST
CARR ST	JOHNSON ST	BUCHANAN ST
CARR ST	POLK ST	TYLER ST
CARR ST	TYLER ST	W MONROE ST
DECATUR ST	W WASHINGTON ST	W MARKET ST
DECATUR ST	W MARKET ST	W WATER ST
DIVISON ST	COLUMBUS AVE	WAYNE ST
DIXON DR	JUDY LN	KNUPKE ST
E FARWELL ST	SIXTH ST	FIFTH ST
E FARWELL ST	FIFTH ST	FOURTH ST
E FARWELL ST	SECOND ST	FIRST ST
E FARWELL ST	CLEVELAND RD	OAKMONT LN
E FARWELL ST	OAKMONT LN	SIXTH ST
E FARWELL ST	FOURTH ST	THIRD ST
E FARWELL ST	THIRD ST	SECOND ST
E. OLDGATE	ASPEN RUN RD	HERITAGE DR
E. OLDGATE	S OLDGATE RD	ASPEN RUN RD
E. PARISH	COLUMBUS AVE	WAYNE ST
E. PARISH	WAYNE	SYCAMORE LINE
E. PARISH	WILLIAMS ALLEY	CLEVELAND RD
E. PARISH	WILLIAMS ALLEY	LAKESHORE DR
ELM ST	E MONROE ST	FRANKLIN ST
FALLEN TIMBER DR	S OLDGATE RD	ASPEN RUN RD
FOURTH ST	FISHER AVE	E FARWELL ST
FULTON ST	FOX ST	W MONROE ST
FULTON ST	PORTER ST	FOX ST
HANCOCK ST	46 ST	44 ST
HANCOCK ST	50 ST	48 ST
HANCOCK ST	42 ST	E PARISH ST
HANCOCK ST	48 ST	46 ST
HANCOCK ST	44 ST	42 ST
HANCOCK ST	E PERKINS AVE	50 ST

HARBOUR PKWY	CLEVELAND RD	HARBOUR PKWY
HARBOUR PKWY	CLEVELAND RD	HARBOUR PKWY
HARBOUR PKWY	HERON CREEK DR.	HARBOUR PKWY
HIGH ST	EOP	JACKSON ST EXT
HORSESHOE AVE	W MONROE ST	PLEASANTVIEW PL
JACKSON ST	W MONROE ST	W MADISON ST
JACKSON ST	W ADAMS ST	CENTRAL AVE
JACKSON ST	W JEFFERSON ST	W ADAMS ST
JACKSON ST	CENTRAL AVE	W WASHINGTON ST
JACKSON ST	W MADISON ST	W JEFFERSON ST
JACKSON ST EXT	HAYES AVE	HIGH ST
JACKSON ST EXT	HIGH ST	SOUTH ST
JOHN ST	E. of PROSPECT	Alley
JOHNSON ST	CAMP ST	CARR ST
JOHNSON ST	MC DONOUGH ST	HAYES AVE
JOHNSON ST	SHELBY ST	MC DONOUGH ST
JOHNSON ST	CARR ST	SHELBY ST
MARQUETTE ST	MONROE	S. END
PEARL ST	W MONROE ST	W MADISON ST
POLK ST	MC DONOUGH ST	VINE ST
POLK ST	STONE ST	MC DONOUGH ST
POLK ST	CENTRAL AVE	PROSPECT ST
POLK ST	VINE ST	CENTRAL AVE
POLK ST	PROSPECT ST	HAYES AVE
ROOSEVELT ST	CLEVELAND RD	S LARCHMONT DR
SANFORD ST	W PERKINS AVE	LANE 1
SHELBY ST	W MARKET ST	W WATER ST
SOUTH	WEST	JACKSON EXT
W BOALT ST	SADLER ST	COLUMBUS AVE
W BOALT ST	CAMPBELL ST	SADLER ST
W MARKET ST	SHELBY ST	MC DONOUGH ST
W MARKET ST	PEARL ST	SHELBY ST
W MARKET ST	LAWRENCE ST	FULTON ST
W MARKET ST	MC DONOUGH ST	LAWRENCE ST
W MARKET ST	DECATUR ST	JACKSON ST
W OSBORNE ST	LINDSLEY ST	CAMPBELL ST
WEST ST	CENTER ST	W PARK ST
WEST ST	SOUTH ST	CENTER ST
	78	***7.3***

	SEGMENTS	MILES

CERTIFICATE OF FUNDS

In the Matter of: 2022 Resurfacing Project

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

Account # 240-0000-555990, 216-6110-53000, 431-6200-55990, 431-6503-55990, 612-5700-55990, 613-5700-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 LOCAL STREET RESURFACING PROJECT; APPROVING THE 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 2022 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst asphalt street segments in the City, encompassing 78 street segments totaling over 7.3 miles of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising, construction, and miscellaneous costs is $1,799,590.11 and will be paid with American Rescue Plan Act Stimulus Funds, Parking & Admissions Tax Funds, State Gas Tax Funds, Issue 8 Funds, Water Funds and 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 bid the project early in the year to ensure aggressive bidding providing a savings to the City and to allow sufficient time for all the work to be completed in the 2022 calendar year; 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 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 specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2022 Local Street Resurfacing 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 proposed 2022 Local Street Resurfacing 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 proposed 2022 Local Street Resurfacing 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: February 2, 2022

Subject: Commission Agenda Item - Change Order 1 & Final, 2021 Local Street Resurfacing Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order 1 and Final for the 2021 Local Street Resurfacing Project.

BACKGROUND INFORMATION: Legislation was unanimously passed at the May 24, 2021 city commission meeting awarding a construction contract to Gerken Paving, Inc, of Napoleon, OH per Ordinance 21-077 in the amount of $2,927,211.90. This project provided for the resurfacing of 173 blocks, or 14.8 miles of City streets, covering almost 14% of the entire public street network, in the largest single street resurfacing project in the City's history.

Change Order No. 1 and Final, an increase in the amount of $69,210.31, represents final quantities installed in the field by the contractor. The largest overage was within Sewer related items due primarily to unforeseen and emergent storm and sanitary sewer repairs that were necessitated prior to paving. Specifically, there were sinkholes on the southern blocks of Central Avenue caused by disjointed sewer services. These sinkholes, had they gone un-addressed, would continue to sink and inevitably grow in size on the surface of the roadway. Another sewer issue on Bardshar Road near the Firelands Winery was realized after the large July rain events, in which the road sub-base was eroding away and the road started falling into the ditch. In this location the contractor laid new pipe within the ditch section and backfilled it. This new storm sewer will also provide support for the edge of the roadway to prevent further loss of pavement stopping the erosion along this section. Staff is planning to continue this work through the as part of the capital improvement plan. Had either of these issues gone un-addressed, failure of the roadways was imminent, regardless of pavement work at the surface.

To a much lesser extent, the Water Funds required increased beyond the planned quantity estimated for water manhole castings and water valves and manhole adjustments. These were variances between planned and actual quantities of these water items. See attached summary sheet of all quantities completed with this project. This amount represents a 2.36% increase over the awarded amount.

BUDGETARY INFORMATION: Change Order 1 and Final is an increase of $69,210.31, which will revise the original contract amount of $2,927,211.90 to $2,996,422.21, with $506,605.04 out of Sewer Fund, $210,211.75 out of Water Fund, $1,861,609.87 out of the American Rescue Plan Act Stimulus Fund, $105,989.79 out of the State Gas Tax fund and the remaining $312,005.76 being paid from the Issue 8 Infrastructure Funds out of the Capital Projects Fund.

	Original Contract	Change Order
Sewer Fund	$ 304,327.50	$ 506,605.04
Water Fund	$ 171,485.00	$ 210,211.75
Federal Stimulus Fund	$2,000,000.00	$1,861,609.87
Issue 8 (Capital) Street	$ 337,009.00	$ 312,005.76
State Gas Tax Fund	$ 114,390.40	$ 105,989.79
Total	$2,927,211.90	$2,996,422.21

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order 1 and Final for an increase in work quantities for the 2021 Local Street resurfacing project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for items already installed in the field and to close out the completed project.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron Klein, P.E.
City Manager	Director

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

2021 Local Street Resurfacing Project

Eng. Estimate: **$2,982,726.86**

C.O. #1 & FINAL

						Gerken Paving Inc. Napoleon. OH					
Line Item	ODOT Item No.	Description	Unit	Est. Quantity	To Date Quantity Complete	Labor Unit Price	Material Unit Price	Total Unit Price	To Date Value $ Complete	Item total	To Date % Complete $
1	Special	Bonding/Ins.	LS	1	1.00			$ 7,000.00	$ 7,000.00	$ 7,000.00	100%
2	624	Mobilization	LS	1	1.00			$ 10,000.00	$ 10,000.00	$ 10,000.00	100%
3	254	Pavement Planing @ 60%	SY	109631	118734.85	$ 1.50	$ 0.35	$ 1.85	$ 219,659.47	$ 202,817.35	108%
4	441 Type 1	448 Asphaltic Concrete - 1.5"	C.Y.	8176	9786.91	$ 65.00	$ 100.00	$ 165.00	$ 1,614,840.15	$ 1,349,040.00	120%
5	407	Tack	Gal	16443	17514.60	$ 0.95	$ 1.00	$ 1.95	$ 34,153.47	$ 32,063.85	107%
6	611 (A)	MH/CB Adjust	Ea.	450	372.00	$ 300.00	$ 242.95	$ 542.95	$ 201,977.40	$ 244,327.50	83%
7	611 (B)	MH/CB Structures	ALLOW	1	1.76			$ 100,000.00	$ 175,989.16	$ 100,000.00	176%
8	611 (C)	WMH/WV Lid Steel	ALLOW	1	1.40			$ 25,000.00	$ 35,000.00	$ 25,000.00	140%
9	611 (D)	MB/WV Adjust	Ea.	300	98.00	$ 200.00	$ 154.95	$ 354.95	$ 34,785.10	$ 106,485.00	33%
10	632	Traffic Loop Replacement	Ea.	25	6.00	$ 1,000.00	$ 1,300.00	$ 2,300.00	$ 13,800.00	$ 57,500.00	24%
11	251	Partial Depth (<3") Repair (~7%)	SY	12790	2577.42	$ 7.00	$ 10.00	$ 17.00	$ 43,816.14	$ 217,430.00	20%
12	253	Full Depth (>3") Repair (~3%)	SY	5482	3309.88	$ 15.00	$ 20.00	$ 35.00	$ 115,845.80	$ 191,870.00	60%
13	705.04	crack sealer	LF	7500	7500.00	$ 4.00	$ 4.00	$ 8.00	$ 60,000.00	$ 60,000.00	100%
14	614	Maintenance of Traffic	LS	1	1.00	$ 130,000.00	$ 10,000.00	$ 140,000.00	$ 140,000.00	$ 140,000.00	100%
15	644	Centerline Markings	MI	2.8	1.95	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 11,712.00	$ 16,800.00	70%
16	SPEC 1	Conc. Overlay treatment	SY	14196	21857.00	$ 0.95	$ 2.00	$ 2.95	$ 64,478.15	$ 41,878.20	154%
17	SPEC 2	Contingency	LS	1	0.00			$ 125,000.00	$ -	$ 125,000.00	0%
17 A		Arrows	Ea.		6	$ 1.00	$ 125.00	$ 125.00	$ 750.00	$ -	

17 B		Stop Bar/X Walk	FT		3926.50	$ 1.00	$ 5.77	$ 5.77	$ 22,655.91	$ -	
17 C		Channel	FT		175	$ 1.00	$ 2.00	$ 2.00	$ 350.00	$ -	
17 D		Edge Line	MI		1.62	$ 1.00	$ 4,200.00	$ 4,200.00	$ 6,804.00	$ -	
	C1	Central Ave. Sewer Laterals- sinkholes	LS	1				$ 63,120.75	$ 63,120.75		
	C2	CB @ Central/McDonough	LS	1				$ 7,730.21	$ 7,730.21		
	C3	CB trench Restoration @ McDonough & N. Depot	LS	1				$ 1,575.00	$ 1,575.00		
	C6	Bardshar Ditch filling and Basin - Storm ($29k LS verbal quote)	LS	1				$ 31,972.50	$ 31,972.50		
	C7	ADA Ramp McDonough @ N. Depot, 2 @ Cove Park Blvd. & Lockwood	LS	1				$ 2,507.00	$ 2,507.00		
	C8	Berm work with Grindings	LS	1				$ 75,900.00	$ 75,900.00		
						TOTAL BASE			$ 2,996,422.21	$ 2,927,211.90	102.36%
									INCREASE OF:	$ 69,210.31	

AGREED (CONTRACTOR): 1-26-22

AGREED (CITY):

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY GERKEN PAVING OF NAPOLEON, OHIO, FOR THE 2021 LOCAL STREET RESURFACING PROJECT IN THE AMOUNT OF $69,210.31; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2021 Local Street Resurfacing Project involved the resurfacing with asphalt overlay of many of the worst asphalt street segments in the City, encompassing approximately 173 blocks, or 14.8 miles, covering almost 14% of the entire public street network, in the largest single street resurfacing project in the City's history; and

WHEREAS, the City Commission declared the necessity to proceed with the proposed 2021 Local Street Resurfacing Project by Resolution No. 011-21R, passed on March 22, 2021; and

WHEREAS, the City Commission approved the awarding of the contract to Gerken Paving of Napoleon, Ohio, for work to be performed for the 2021 Local Street Resurfacing Project by Ordinance No. 21-077, passed on May 24, 2021; and

WHEREAS, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor for unforeseen and emergent storm and sanitary sewer repairs necessary prior to paving and include sinkholes repaired on the southern blocks of Central Avenue caused by disjointed sewer services and road sub-base repairs on Bardshar Road near the Firelands Winery due to erosion causing the road to start falling into the ditch; and

WHEREAS, the original contract with Precision Paving, Inc. of Milan, Ohio, was $2,927,211.90, and with the addition of this First & Final Change Order in the amount of $69,210.31, the final contract cost is $2,996,422.21 of which $1,861,609.87 will be paid with American Rescue Plan Act Stimulus Funds, $105,989.79 will be paid with State Gas Tax Funds, $312,005.76 will be paid with Issue 8 Funds from the Street (Capital Projects) Fund, $210,211.75 will be paid with Water Funds, and the remaining balance of $506,605.04 will be paid with Sewer 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 make payment to the contractor for work already performed and items already installed in the field and to close out the completed project; 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 hereby authorized and directed to approve this First & Final Change Order for work performed for the 2021 Local Street Resurfacing Project in an amount **not to exceed** Sixty Nine Thousand Two Hundred Ten and 31/100 Dollars ($69,210.31) resulting in the final contract cost of Two Million Nine Hundred Ninety Six Thousand Four Hundred Twenty Two and 21/100 Dollars ($2,996,422.21) with Gerken Paving of Napoleon, Ohio.

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

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

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

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 28, 2022

Subject: Commission Agenda Item – Permission to bid 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project.

BACKGROUND INFORMATION: BIWW and engineering staff have been working on a proactive project to replace VFD's at BIWW. The variable frequency drives (VFD) control several high and low service pumps at the water plant. The majority of the VFDs being replaced were installed in 2005 with one installed in 1999. There are five VFDs that will be replaced with this project, including installation, and they are listed below. When the VFDs fault out they cause the pumps to go off and turn back on and can cause water hammer in the supply system, which may result in water main breaks. HSP#5 which is a VFD that controls High Service Pump #5 installed in 1999 was originally part of this project, but it failed in December 2021. A separate agenda item has been prepared for the emergency replacement of the VFD for HSP#5.

VFD #	PUMP CAPACITY	VFD MAKE/MODEL #	PUMP LOCATION SERVED BY VFD	YEAR INSTALLED	OPERATIONAL
LSP#18	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #20	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	NO-FAULTED OUT
LSP #21	8 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #12	9 MGD	Allen-Bradley Powerflex 700	1939 Wetwell	2005	YES
HSP #4	6 MGD	Allen-Bradley 1336	24-in High Service	1999	NO-FAN IS CURRENTLY BEING REPLACED

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is $540,000.00 to be paid with Water Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approved accepting bids for the 2022 Big Island Waterworks Plant Variable Frequency Drives Replacement Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to bid the project and allow the work to begin as soon as possible to ensure future demands are met if there is a problem with another VFD.

I concur with this recommendation:

_____	_____
Eric Wobser	Aaron M. Klein, PE
City Manager	Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: BIWW VFD Replacement Project

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

Account # 612-5220-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

RESOLUTION NO._____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 BIG ISLAND WATER WORKS (BIWW) PLANT VARIABLE FREQUENCY DRIVES REPLACEMENT PROJECT; APPROVING THE 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, BIWW and Engineering Staff have been working on a proactive project to replace the variable frequency drives (VFD's) at the BIWW Plant that control several high and low service pumps and are used to allow the pumps to throttle up and down slowly to reduce the possibility of water hammer, which is a main reason that pumps or pipes burst; and

WHEREAS, the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project involves the replacement of five (5) VFDs of which four (4) were installed in 2005 and one (1) in 1999, and includes installation and the five (5) VFDs to be replaced are listed below:

VFD #	PUMP CAPACITY	VFD MAKE/MODEL #	PUMP LOCATION SERVED BY VFD	YEAR INSTALLED	OPERATIONAL
LSP#18	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #20	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	NO-FAULTED OUT
LSP #21	8 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #12	9 MGD	Allen-Bradley Powerflex 700	1939 Wetwell	2005	YES
HSP #4	6 MGD	Allen-Bradley 1336	24-in High Service	1999	NO-FAN IS CURRENTLY BEING REPLACED

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising, construction, and miscellaneous costs is $540,000.00 and will be paid with Water Funds; and

WHEREAS, approval is being requested in companion legislation for the emergency purchase and installation of a new Allen-Bradley VFD for the #5 High Service Pump at BIWW which was installed in 1999 and failed in December 2021; 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 bid the project to allow the work to begin as soon as possible to ensure future demands are met in the event of a problem with another VFD; 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 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 specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2022 Big Island Water Works Plant Variable Frequency Drives 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 proposed 2022 Big Island Water Works Plant Variable Frequency Drives 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 proposed 2022 Big Island Water Works Plant Variable Frequency Drives 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.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: February 2, 2022

Subject: Commission Agenda Item – ED Fund Grant Agreement – Tambo Entertainment LLC

Items for Consideration: Legislation approving a Grant Agreement with Tambo Entertainment LLC for the purposes of furthering economic development efforts in the City.

Background Information: Tambo Entertainment LLC has executed a five year lease for 6,500 square feet of commercial space in the building at 220 E. Water Street. The building previously housed the E & K Winery and has been vacant for over 15 years.

Tambo Entertainment plans to develop and operate an entertainment venue named Clubhouse No. 3 at the location. The establishment will feature four multi-sport simulators, a full bar and other indoor entertainment.

The project requires extensive renovations to the first floor building space including the construction of a new entranceway, bar, prep room, restrooms and mechanicals. The estimated total project cost is $693,833.00.

A grant in the amount of $60,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on January 11, 2022.

Budgetary Information: The City will be responsible for providing a total of $60,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

_____
Eric L. Wobser
City Manager

_____
Jonathan Holody
Community Development Director

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

CERTIFICATE OF FUNDS

In the Matter of: TAMBO Entertainment LLC- Grant Agreement

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

Account # 431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/3/2022

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF $60,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO TAMBO ENTERTAINMENT LLC, IN RELATION TO THE PROPERTY LOCATED AT 220 E. WATER STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Tambo Entertainment LLC has executed a five (5) year lease for 6,500 square feet of commercial space in the building at 220 E. Water Street and plans to develop and operate an entertainment venue named Clubhouse No. 3 which will feature four (4) multi-sport simulators, a full bar and other indoor entertainment; and

WHEREAS, the estimated project cost is $693,833.00 and involves extensive renovations to the first floor building space including the construction of a new entranceway, bar, prep room, restrooms and mechanicals; and

WHEREAS, it has been determined that the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of the citizens of the City; and

WHEREAS, the Economic Development Incentive Committee met on January 11, 2022, and is recommending to approve a grant to Tambo Entertainment LLC, in the amount of $60,000.00, in accordance with the Economic Development Fund Program, to assist with renovation costs for the purpose of furthering economic development efforts in the City; 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 approve the Grant Agreement to ensure the timely completion of the project; 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 enter into a Grant Agreement with Tambo Entertainment, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically

incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Tambo Entertainment LLC, in an amount **not to exceed** Sixty Thousand and 00/100 Dollars ($60,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

Section 3. 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 4. 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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

_____
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Tambo Entertainment LLC ("the Company"), an Ohio Limited Liability Company.

W I T N E S S E T H:

WHEREAS, the Company has leased 6,500 square feet of commercial space in the property located at 220 E. Water Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel #56-00341 (the "Property); and

WHEREAS, the Company plans to develop and operate a new entertainment venue at the Property named Clubhouse No. 3, which is expected to attract visitors to downtown Sandusky on a year round basis; and

WHEREAS, the building improvements at the Property will consist of the construction of a new entranceway, bar, prep room, restrooms, mechanicals, and four multi-sport simulators at a total cost of $693,833.00 (the "Project); and

WHEREAS, the Project will increase employment, adaptively reuse a currently vacant property and bring a new year-round attraction to the City of Sandusky; and

EXHIBIT "A"

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to $60,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City,

including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

EXHIBIT "A"

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

(i) TO THE CITY: City Manager
c/o Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) TO THE COMPANY: Tambo Entertainment LLC

DRAFT

2121 Wayne Street
Sandusky, OH 44870
Attn: Ryan Tamburrino

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

EXHIBIT "A"

DRAFT

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

TAMBO ENTERTAINMENT LLC
An Ohio limited liability company

_____
Title: Member

CITY OF SANDUSKY

_____
Title: City Manager

EXHIBIT "A"

The legal form of the within instrument
Is hereby approved.

_____
Director of Law
City of Sandusky

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____

Michelle Reeder, Finance Director

EXHIBIT "A"

DRAFT