



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 28, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION Mr. Harris
PLEDGE OF ALLEGIANCE
CALL TO ORDER
ROLL CALL S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady,
APPROVAL OF MINUTES November 10, 2022 Special Meeting & November 14, 2022 Regular Meeting
AUDIENCE PARTICIPATION
PRESENTATIONS: GIS Updates, Tiffany Rufo, GIS Analyst
COMMUNICATIONS Motion to accept all communications submitted below
CURRENT BUSINESS

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE TRANSFER FOR NICE ASH LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for Transfer of B Liquor License, Distributor of beer, ale, stout, other malt liquor, from Relish Bistros LLC, DBA Zinc Brasserie & Patio, to Nice Ash LLC, 101 W. Market Street.

ITEM B – Submitted by Jason Werling, Parks & Recreation Superintendent

2023 PAPER DISTRICT MARINA RATE INCREASES – SECOND READING

Budgetary Information: The agreement will not result in any additional budgetary expenses. The City will benefit from Towboat Marine's management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a new fee schedule for the Paper District Marina.

ITEM C – Submitted by Michelle Reeder, Finance Director

INSURANCE AGREEMENT FOR 2022-2023 WITH RINEHART WALTERS-DANNER

Budgetary Information: The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for December 1, 2022 through November 30, 2023 will be an amount not to exceed \$355,000. This insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage. The prior year insurance ordinance was passed by the City Commission on November 8, 2021 as Ordinance 21-181, for an amount not to exceed \$335,000.

There is a 5.88% increase in the property insurance premium and a 28% or \$2,585.25 dollar increase to the Cyber coverage effective December 1, 2022. In 2019, ordinance 19-194 was approved with a not to exceed amount of \$440,000, the current proposal is \$85,000 less than the 2019 proposal.

The cost of insurance is not to exceed \$355,000 which includes the premium cost of \$346,336 plus a contingency of \$8,664 for special events or additional coverage if needed. Based on exposures, the cost will be distributed to the General Fund (\$227,200), Street Fund (\$36,920), Water Fund (\$44,375), and Sewer Fund (\$46,505).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty, and liability insurance for the period of December 1, 2022, through November 30, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Jarod Oliver, Police Chief

SCHOOL RESOURCE OFFICERS AGREEMENT

Budgetary Information: There is no budgetary impact. SCS will reimburse the city for the wages and benefits cost for two full time Officers for all hours worked at the school.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for police services with Sandusky City Schools to provide (2) police officers to work as school resource officers at Sandusky City Schools; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO BID THE CLEVELAND ROAD WATERLINE REPLACEMENT PROJECT

Budgetary Information: The estimated cost of the project construction costs is \$358,052.00 and shall 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 Cleveland Road Waterline 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.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF ERIE COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE

Budgetary Information: There is no cost to approve this plan.

RESOLUTION NO. _____: It is requested a resolution be passed approving the Erie County Solid Waste Management District Plan Update; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Jane Cullen, Assistant City Engineer

PDS AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING FOR EAST PERKINS AVE RESURFACING

Budgetary Information: The not to exceed cost for professional design services is \$171,160.00 with ODOT funding \$136,928.00 and the City funding \$34,232.00, which shall be paid with the Capital Projects 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 Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Jeffrey Meinert, WWTP Superintendent

PURCHASE REPLACEMENT MOTOR FOR AERATION TANK AT WWTP FROM GARDNER DENVER NASH

Budgetary Information: The cost for the replacement motor shall not exceed \$18,951.26 and shall be paid for using Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a replacement Baldor motor for the aeration tank blower at the Wastewater Treatment Plant from Gardner Denver Nash, LLC, of Charleroi, Pennsylvania, in the amount of \$18,776.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Jonathan Holody, Community Development Director

ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH ALDRIDGE RESTORATION AT 201 FULTON STREET

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also create three permanent employment positions subject to City income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Enterprise Zone Agreement with Aldridge Restoration LLC, relating to property located at 201 Fulton Street, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

RESOLUTION AMENDMENT – PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #5

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.

RESOLUTION NO. _____: It is requested a resolution amending Resolution No. 057-22R, passed on October 24, 2022, and declaring the necessity for the City to proceed with a modified CDBG FY21 Demolition Project #5; 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 Jason Werling, Parks & Recreation Superintendent

PURCHASE AN ENCLOSED PULL ALONG TRAILER FOR ICE RINK STORAGE FROM GINERICH TRAILER SALES

Budgetary Information: The total cost of the custom-built trailer will not exceed \$21,995.00 and will be paid with donated funds as part of a programming series with Civista Bank and expensed with funds from the Capital Fund appropriated for amenities at the Jackson Street Pier.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a U.S. cargo flat front enclosed pull along trailer from Ginerich Trailer Sales, LTD, of Millersburg, Ohio, for the Recreation Department; 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.CityofSandusky.com/Live – Click “Play” 

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6381930		TFOL		NICE ASH LLC DBA NICE ASH 101 W MARKET ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2021		
ISSUE DATE				
11	09	2022		
FILING DATE				
D5J D6				
PERMIT CLASSES				
22	077	B	F28727	
TAX DISTRICT		RECEIPT NO.		

FROM 11/14/2022 SAFEKEEPING

73012480001				RELISH BISTROS LLC DBA ZINC BRASSERIE & PATIO 215-17 E WATER ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2021		
ISSUE DATE				
11	09	2022		
FILING DATE				
D5J D6				
PERMIT CLASSES				
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 11/14/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/15/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TFOL 6381930

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Cathy Myers

From: Mario D'Amico
Sent: Friday, November 18, 2022 9:56 AM
To: Cathy Myers
Subject: Re: Liquor License Permit # 6381930 for Nice Ash LLC

Fire does not have any objections to this liquor permit transfer.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@ci.sandusky.oh.us

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Friday, November 18, 2022 9:50 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

Liquor Permit attached

From: Cathy Myers
Sent: Friday, November 18, 2022 9:49 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: Liquor License Permit # 6381930 for Nice Ash LLC

This is for a Transfer of License #73012480001 Relish Bistros LLC (Zinc Brasserie) to Nice Ash LLC, 101 W. Market Street.

It is a B Permit Class: Distributor of beer, ale, stout, other malt liquor.

Please let me know you thoughts for Commission. Thank you.

Cathy Myers

From: Jared Oliver
Sent: Friday, November 18, 2022 10:14 AM
To: Cathy Myers; Mario D'Amico; Jonathan Holody
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

SPD has no issues with the transfer.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Friday, November 18, 2022 9:51 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

Liquor Permit attached

From: Cathy Myers
Sent: Friday, November 18, 2022 9:49 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: Liquor License Permit # 6381930 for Nice Ash LLC

This is for a Transfer of License #73012480001 Relish Bistros LLC (Zinc Brasserie) to Nice Ash LLC, 101 W. Market Street.

It is a B Permit Class: Distributor of beer, ale, stout, other malt liquor.

Please let me know you thoughts for Commission. Thank you.

Cathy Myers

From: Jonathan Holody
Sent: Wednesday, November 23, 2022 9:17 AM
To: Cathy Myers
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

Community Development has no objection.

Jonathan

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, November 22, 2022 11:16 AM
To: Jonathan Holody <jholody@cityofsandusky.com>
Subject: FW: Liquor License Permit # 6381930 for Nice Ash LLC

From: Jared Oliver <joliver@ci.sandusky.oh.us>
Sent: Friday, November 18, 2022 10:14 AM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

SPD has no issues with the transfer.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
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From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Friday, November 18, 2022 9:51 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License Permit # 6381930 for Nice Ash LLC

Liquor Permit attached

From: Cathy Myers
Sent: Friday, November 18, 2022 9:49 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: November 3, 2022
Subject: Commission Agenda Item- 2023 Paper District Marina Rate Increases

ITEM FOR CONSIDERATION: City Commission approval of a new fee schedule for the Paper District Marina to be effective January 1, 2023.

BACKGROUND INFORMATION: The City of Sandusky has had an agreement with Towboat Marine LLC for the operation of the Paper District Marina since 2016. There has not been an increase for seasonal rates during this time. There has been an increase in demand for seasonal docks at the facility. Transient rates were raised during the 2022 boating season without an increase to seasonal dockage.

BUDGET IMPACT: The agreement will not result in any additional budgetary expenses. The City will benefit from Towboat Marine's management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season

ACTION REQUESTED: It is requested that the City Commission approve the proposed new fee schedule for marina rate increases at the Paper District Marina to be effective January 1, 2023.

I concur with this recommendation.

Approved

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager



PAPER DISTRICT MARINA

611 W. SHORELINE DRIVE
SANDUSKY, OH 44870
419-626-2365
WWW.CITYOFSANDUSKY.COM



Rates for 2022

Seasonal Rates

30' Seasonal Dock	\$1,950.00
36' Seasonal Dock	\$2,600.00
40' Seasonal Dock	\$2,850.00
Jet Ski on Jet Dock	\$ 750.00
Jet Ski in water	\$ 525.00 per jet ski

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water

Cash - \$ 15 .00 Credit Card - \$ 18.00

4 Hour Transient - Power & Water

Cash - \$ 20.00 Credit Card - \$ 25.00

4 Hour Transient Jetski

Cash - \$ 5.00 Credit Card - \$ 7.00

Overnight Rates (Check-out Noon)

Overnight - Boat Rate

Credit Card - \$ 2.00 per foot / per night

Cash - \$ 1.75 per foot / per night

Overnight Jet Ski less than 12'

Credit Card - \$ 16.00 per night

Cash - \$ 15.00 per night

ORDINANCE NO. _____

AN ORDINANCE APPROVING A NEW FEE SCHEDULE FOR THE PAPER DISTRICT MARINA.

WHEREAS, this City Commission authorized and directed the City Manager to enter into an Agreement with Towboat Marine, LLC, of Sandusky, Ohio, for the operation and management of the Paper District Marina for CY 2022 with the option to extend for CY 2023 by Ordinance No. 21-196, passed on December 13, 2021; and

WHEREAS, Towboat Marine, LLC of Sandusky, Ohio, has been operating the Paper District Marina since 2016 and there has not been an increase for seasonal rates during this time, only an increase for transient rates beginning in the 2022 boating season; and

WHEREAS, it is desired to approve a new fee schedule for the Paper District Marina to be effective on January 1, 2023; 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 Division of Recreation, 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. This City Commission approves the proposed new fee schedule for the Paper District Marina as recommended by the City Manager to become effective on January 1, 2023, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and that these fees shall be published in the Index of Fees maintained by the Department of Recreation.

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: November 28, 2022 (effective after 30 days)



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634
towboatmarine@gmail.com

October 1, 2022

Jason Werling, Recreation Superintendent
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Re: Paper District Marina Rates Increase for 2023 Season

Seasonal Rates

30' Seasonal Dock	\$2,300.00 ***
36' Seasonal Dock	\$2,950.00 ***
40' Seasonal Dock	\$3,200.00 ***
Jet Ski on Jet Dock	\$ 750.00
Jet Ski in water	\$ 525.00 per jet ski
Second Small Boat (Dingy / Tender less than 10 Foot same slip)	\$ 750.00

*****Only Seasonal Dock Holders, No Power, limited space or same slip*****

*****A 5 % Credit Card Convenience Fee applied to seasonal rates if use Credit Card*****

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water	Cash - \$ 15.00	Credit Card - \$ 18.00
4 Hour Transient - Power & Water	Cash - \$ 20.00	Credit Card - \$ 25.00
4 Hour Transient - Pump-Out	Cash - \$ 20.00	Credit Card - \$ 25.00
4 Hour Transient Jetski	Cash - \$ 5.00	Credit Card - \$ 8.00 ***

less than 12' / 3 seater & less, in designated area

Overnight Rates - Noon Check-Out (LOA)

Overnight	Cash - \$ 1.85 per foot / per night **** (LOA)	Credit Card - \$ 2.00 per foot / per night (LOA)
Overnight Jet Ski less than 12'	Cash - \$ 15.00 per night	Credit Card - \$ 20.00 per night
Overnighters Pump-out Rate	Cash - \$ 15.00	Credit Card \$ 18.00

****New Proposed OFF Season Weekly Rate*****

(Starts 1st Monday after September 10th and Ends 1st Sunday after May 1st.)

Weekly Rate - 24' and less (LOA)	\$ 225.00
Weekly Rate - 25' - 30' (LOA)	\$ 275.00
Weekly Rate - 32' - 42' (LOA)	\$ 350.00
Weekly Rate 43' and Greater (LOA)	\$ 500.00

To stay consistent with the industry standard, Length Over All (LOA) is charged instead of registered length due to excessive swim platforms, bow pulpits and dinghys.



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: John Orzech, Interim City Manager
FROM: Michelle Reeder, Finance Director
DATE: November 16, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance authorizing the City Manager to enter into an agreement for 2022-2023 property, casualty, and liability insurance with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, and to expend funds in an amount not to exceed \$355,000.

BUDGETARY INFORMATION:

The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for December 1, 2022 through November 30, 2023 will be an amount not to exceed \$355,000. This insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage. The prior year insurance ordinance was passed by the City Commission on November 8, 2021 as Ordinance 21-181, for an amount not to exceed \$335,000.

There is a 5.88% increase in the property insurance premium and a 28% or \$2,585.25 dollar increase to the Cyber coverage effective December 1, 2022. In 2019, ordinance 19-194 was approved with a not to exceed amount of \$440,000, the current proposal is \$85,000 less than the 2019 proposal.

The cost of insurance is not to exceed \$355,000 which includes the premium cost of \$346,336 plus a contingency of \$8,664 for special events or additional coverage if needed. Based on exposures, the cost will be distributed to the General Fund (\$227,200), Street Fund (\$36,920), Water Fund (\$44,375), and Sewer Fund (\$46,505).

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency for the property, casualty, and liability insurance package for 2022-2023 and authorize payment at an amount not to exceed \$355,000. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

I concur with this recommendation:

John Orzech
Interim City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rinehart Insurance

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, 216-6200, 612-5900, 613-5900-53002

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/22/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RINEHART WALTERS-DANNER INSURANCE AGENCY OF MANSFIELD, OHIO, FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE FOR THE PERIOD OF DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2020, the City accepted six (6) proposals for property, casualty and liability insurance and a selection committee determined Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, had the best proposal; and

WHEREAS, the City Commission approved an agreement with Rinehart Walters-Danner insurance Agency for the period of December 1, 2020, through November 30, 2021, by Ordinance No. 20-162, passed on November 9, 2020, at a cost of \$325,000.00, and for the period of December 1, 2021, through November 30, 2022, by Ordinance No. 21-181, passed on November 8, 2021, at the cost of \$335,000.00; and

WHEREAS, this insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage; and

WHEREAS, the cost for insurance for the period of December 1, 2022, through November 30, 2023, is not to exceed \$355,000.00, which includes the premium cost of \$346,336.00 plus a contingency amount of \$8,664.00 for special events or additional coverage if needed, and will be paid with General Funds in the amount of \$227,200.00, Street Funds in the amount of \$36,920.00, Water Funds in the amount of \$44,375.00, and Sewer Funds in the amount of \$46,505.00; 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 in a timely manner and avoid any lapse in coverage; 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. This City Commission authorizes and directs the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance for the period of December 1, 2022, through November 30, 2023, consistent with the proposal submitted by Rinehart Walters-Danner Insurance Agency on file in the office of the

Director of Finance.

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance in an amount **not to exceed** Three Hundred Fifty Five Thousand and 00/100 Dollars (\$355,000.00) for coverage for the period beginning December 1, 2022 through November 30, 2023.

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: November 28, 2022



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: John Orzech, Interim City Manager
FROM: Jared Oliver, Police Chief
DATE: November 14, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and the Sandusky City Schools (SCS) to provide two full time officers to work as school resource officers at SCS.

BACKGROUND INFORMATION: The City has provided two full time officers to the work as school resource officers for the Sandusky City Schools for several years. An agreement to reimburse for these services has been in place during that time. Since there has been a transition in leadership at SCS, this contract was reviewed, and modified to automatically renew each year, unless terminated by either party.

BUDGETARY INFORMATION: There is no budgetary impact. SCS will reimburse the city for the wages and benefits cost for two full time Officers for all hours worked at the school

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with the Sandusky City Schools (SCS) to provide two full time officers to work as school resource officers at SCS. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to approve the modification and immediately execute this agreement as the Officers are currently working for the schools.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, Interim City Manager

Cc: Michelle Reeder, Finance Director
Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR POLICE SERVICES WITH SANDUSKY CITY SCHOOLS TO PROVIDE TWO (2) POLICE OFFICERS TO WORK AS SCHOOL RESOURCE OFFICERS AT SANDUSKY CITY SCHOOLS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, for many years, the City has provided Police Officers to work as School Resource Officers for the Sandusky City Schools and the City has been reimbursed for these services in accordance with the previous agreements; and

WHEREAS, there has recently been a transition in leadership at the Sandusky City Schools and upon review of the previous contract, it is recommended to modify the contract to automatically renew each academic school year, unless terminated by either party; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to approve the modification and immediately execute the agreement as the Police Officers are currently working at Sandusky City Schools; 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 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. The City Manager is authorized and directed to enter into a Contract for Police Services with the Sandusky City schools to provide two (2) Police Officers to work as School Resource Officers at Sandusky City Schools, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: November 28, 2022

CONTRACT FOR POLICE SERVICES

This Contract between Sandusky City Schools (SCS) and the City of Sandusky Police Department (SPD) is to establish the parameters of service to be provided to SCS by the SPD.

A. DUTIES OF THE POLICE DEPARTMENT

1. The SPD will provide two (2) full-time officers, schedule to be determined by mutual agreement of the parties, to work primarily as school resource officers at SCS.
2. The personnel and equipment, including but not limited to vehicle(s) used under this Contract, shall, at all times, be under the direct supervision of the Chief of Police, and shall comply with the rules and regulation of the SPD, the laws of the State of Ohio and applicable federal laws; and,
3. The duties of the SPD personnel shall include the provision of law enforcement services at, and patrolling the grounds of SCS. SCS understands and agrees that law enforcement emergencies in the area may occasionally require the response of the officer(s) assigned to SCS, and SCS agrees that the officer(s) may respond as required to address the emergency.

B. DUTIES OF SCS

1. SCS agrees to pay the amounts stipulated in this Contract under Exhibit A for the period of the 2022-2023 academic year with the potential to extend this Contract for an additional period of one year; and,
2. SCS may request the Chief of Police to attend a Board of Education meeting for a report of activity performed by SPD pursuant to this Contract.

C. SALARIES AND BENEFITS

1. SCS will be invoiced every four (4) weeks for total wages, benefits costs for two (2) police officers for the preceding four-week period which represents two (2) pay periods. SCS will make payment within thirty (30) days after the receipt of each invoice; and,
2. SCS's payment shall be made payable to Account 110-1010-49108, and shall be paid to SPD; and,
3. The Parties agree this Contract will automatically renew each subsequent academic year unless terminated by either Party as provided herein; and,
4. The cost of wages and benefits will be recalculated and agreed upon each subsequent year by the Parties herein.

D. COMMENCEMENT, MODIFICATION AND TERMINATION

1. This Contract shall be in full force and effect for the 2022-2023 academic year and subsequent academic years, unless terminated; and,
2. SCS and SPD reserve the right to meet and mutually agree on a change in the days and/or hours of service under this Contract and such change will be reduced to writing and added to this Contract as an Addendum; and,
3. Any change shall be reduced to writing , signed by SCS and SPD, and attached to this Contract as an Exhibit; and,
4. This Contract may be terminated by either party upon sixty (60 days) written notice by U.S. Certified Mail, or hand delivery, to the other party at the address shown below:

Sandusky City Schools Administration Building
407 Decatur St.
Sandusky, OH 44870

Sandusky Police Department
222 Meigs St.
Sandusky, OH 44870

E. POWERS OF SCS AND SPD

1. The powers, functions and services authorized herein shall not suspend the authority of SCS or any of it police powers nor limit the authority of the SPD; and,
2. This Contract does not affect the sovereign immunity granted by the Ohio General Assembly in R.C. Chapter 2744 as to either Party. Each Party understands and agrees that it is responsible for its own personnel and therefore there is no indemnification by either Party for the acts of the other Party; and,
3. This constitutes the entire Agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

SIGNATURE PAGE TO FOLLOW

FOR SANDUSKY CITY SCHOOLS

FOR SANDUSKY POLICE DEPARTMENT

Mr. Daniel Rambler
CEO & Superintendent

Chief Jared Oliver

APPROVAL AS TO FORM

John Orzech, Interim City Manager

EXHIBIT "1"

APPROVAL OF CITY OF SANDUSKY LAW
DEPARTMENT

Brendan L. Heil, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I hereby certify that the sums needed to meet the obligations of this Contract are in the Sandusky City School Treasury to the credit of the appropriate fund or in the process of collection, duly appropriated for this purpose and not otherwise encumbered.

Mrs. Yvonne Anderson
SCS CFO & Treasurer

Date

EXHIBIT A

SRO #1 - JACOB ISCMAN

Hourly Rate 32.8188	Pension Rate 6.3997	Workers Comp 0.9846	Sick 2.0512	Vacation 1.8934
Holiday 1.762	Insurance Cost 10.8808	Life Insurance 0.0637	Medicare 0.4759	Longevity 0.1178

TOTAL - 57.4529

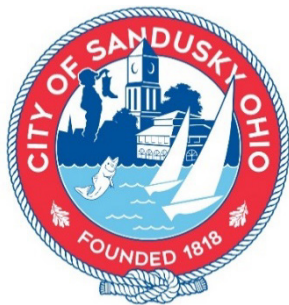
EXHIBIT "1"

SRO #1 - JASON MARTIN

Hourly Rate 32.8188	Pension Rate 6.3997	Workers Comp 0.9846	Sick 2.0512	Vacation 1.8934
Holiday 1.762	Insurance Cost 10.8808	Life Insurance 0.0637	Medicare 0.4759	Longevity 0.1683

TOTAL - 57.5034

The above hourly rates of pay are representative of the total wages and benefits costs for each officer that is being assigned to SCS for the 2022-2023 academic year.



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, Interim City Manager

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

Date: November 17, 2022

Subject: **Commission Agenda Item – Permission to Bid the Cleveland Road Waterline Replacement Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Cleveland Road Waterline Replacement Project.

BACKGROUND INFORMATION: In conjunction with and prior to the 2024 Cleveland Road Safety project, the City desires to re-align the water mains intersecting at Cleveland Road and Cedar Point Drive to align with the roadway geometry for future maintenance purposes. Furthermore, the existing lines entering this intersection are 64 and 51 years old, respectively.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is planned to be a precursor to the 2024 Cleveland Road Safety project, which involves primarily surface work (pavements, curbs, driveways and sidewalks). This underground work can be completed this winter prior to tourist season, which inherently makes maintaining traffic around construction more challenging as the traffic increases.

Work at the intersection for this waterline will commence upon successful bidding and all work easements get obtained.

BUDGETARY INFORMATION: The estimated cost of the project construction costs is \$358,052 and shall be paid with Water funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the Cleveland Road Waterline Replacement Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid as soon as possible in the 2022 calendar year. Bidding the project as soon as possible will allow enough time for all work to be complete prior to the increased traffic that coincides with our tourist season.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CLEVELAND ROAD WATERLINE 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, this City Commission approved an agreement for Professional Design Services with Structurepoint, Inc. of Cleveland, Ohio, for waterline improvements in conjunction with the Cleveland Road Safety Improvement Project by Ordinances No. 22-063, passed on March 28, 2022; and

WHEREAS, the Cleveland Road Waterline Replacement Project involves the re-alignment of the water mains intersecting at Cleveland Road and Cedar Point Drive to align with the roadway geometry for future maintenance purposes and furthermore, the existing lines entering this intersection are 64 and 51 years old, respectively; and

WHEREAS, this project is in conjunction with and will be completed prior to the 2024 Cleveland Road Safety Improvement Project; and

WHEREAS, the estimated construction cost of the project is \$358,052.00 and will be paid with Water 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 as soon as possible in the 2022 calendar year in order to complete the project prior to the increased traffic that coincides with the tourist season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Cleveland Road Waterline 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 Cleveland Road Waterline 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 Cleveland Road Waterline 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.

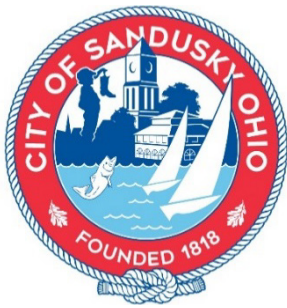
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 28, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Aaron Klein, Director of Public Works

Date: November 14, 2022

Subject: Commission Agenda Item – Approval of the Erie County Solid Waste Management Plan Update

Items for Consideration: Legislation to approve the Erie County Solid Waste Management Plan Update (Plan).

Background Information: Ohio Revised Code Section 3734.56(A) requires each Solid Waste Management District (SWMD) in Ohio to write and follow a Solid Waste Management Plan. The first Plan became effective January 1, 1994, after it was submitted by the Erie County SWMD (District) and approved by the Director of the Ohio Environmental Protection Agency and was last updated in 2016 and amended in 2017. The purpose of the Plan is to assure that the District has sufficient waste disposal capacity and waste reduction and recycling opportunities for its residents and businesses. After a public comment period and public hearing held on November 7, 2022, the Plan was approved by the District's Policy Committee.

For state approval, the District must receive acceptance by the City of Sandusky and 60% of the remaining jurisdictions in the county. After it has been approved locally, it will be forwarded to the Director of the Ohio EPA for final review. The Plan must be sent to Ohio EPA within 90 days of November 7.

Budgetary Information: There is no cost to approve this Plan.

Action Requested: It is requested that the proper legislation be prepared approving the Erie County Solid Waste Management Plan Update and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to approve the Plan and submit a Resolution to the Erie County Policy Committee at the earliest opportunity so the Plan can be sent to the Ohio EPA for final review within the 90 day deadline.

I concur with this recommendation:

John Orzech
Interim City Manager

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

Erie County

Solid Waste Management District

Board of Directors

Mathew Old
Patrick Shenigo
Stephen Shoffner

554 River Rd.
Huron Ohio 44839

Fax: 419-433-6214
419-433-7303

Policy Committee

Caleb Stidham
Zachary Rospert
Mathew Old
Jeffery Ferrell
Aaron Klein
Craig Ward
Alex Jones

TO: Erie County Political Subdivisions

DATE: November 7, 2022

SUBJECT: Approval of the Erie County Solid Waste Management Plan

The Policy Committee of the Erie County Solid Waste Management Committee recently completed an update to the Erie County Solid Waste Management Plan. The updated plan outlines the strategies the District will use to manage and reduce Erie County solid waste.

In accordance with the Ohio Revised Code, the Policy Committee held a public comment period and a public hearing on November, 7 2022. The next step is for the County Commissioners and political subdivisions within the District to approve the new plan. We must have the approval of the County Commissioners, City of Sandusky and political subdivisions representing at least 60% of the population of the District within 90 days. The 90-day approval period BEGINS November 8th 2022 and ENDS February 8th 2023.

Each legislative body must vote on a resolution of approval and deliver a certified copy of the resolution, or documentation of any other action taken, to the District within the 90-day approval period. A SAMPLE RESOLUTION is enclosed for you to use, if you wish.

We ask that you schedule a vote soon. If you would like more information, please contact Tiffini McNeely.

Sincerely,

Tiffini McNeely
District Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT PLAN UPDATE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Ohio Revised Code §3734.56(A) requires each Solid Waste Management District (SWMD) in Ohio to write and follow a Solid Waste Management Plan for the purpose to assure that the District has sufficient waste disposal capacity and waste reduction and recycling opportunities for its residents and businesses and requires the Plan to be updated every five (5) years; and

WHEREAS, the last Erie County Solid Waste Management District Plan Update was approved by the City Commission by Resolution No. 062-16R, passed on October 24, 2016, and later amended and approved by the City Commission by Resolution No. 050-17R, passed on October 10, 2017; and

WHEREAS, in accordance with O.R.C. 3734, the Erie County Solid Waste Management District Policy Committee recently completed an update to the Erie County Solid Waste Management Plan and held a public comment period and a public hearing on the draft Solid Waste Management Plan Update on November 7, 2022; and

WHEREAS, the Plan was approved by the District's Policy Committee and must be approved by the largest municipality in the County in addition to 60% of the remaining political subdivisions to become effective and must be submitted within 90 days of November 7, 2022; 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 approve the update Plan and submit a Resolution to the Erie County Solid Waste Management District Policy Committee at the earliest opportunity so the Plan can be sent to the Ohio Environmental Protection Agency (EPA) for final review within the 90 day deadline; 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 and adopts the Erie County Solid Waste Management District Plan Update, a copy of which is on file in

the Office of the Clerk of the City Commission and the office of the Director of Public Works.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to the Erie County Solid Waste Management District Policy Committee.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

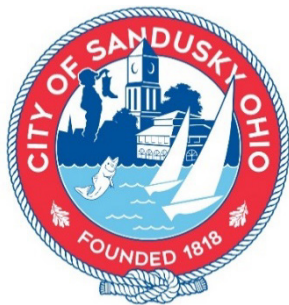
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take 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: November 28, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: November 15, 2022

Subject: Commission Agenda Item – Professional Design Services Agreement with Bramhall Engineering and Surveying Company, for the East Perkins Avenue Project PID 113959

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement with Bramhall Engineering and Surveying Company of Avon, Ohio for design services on the East Perkins Avenue 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 East Perkins Avenue Resurfacing Project for Ohio Department of Transportation (ODOT) funding, Resolution 011-20R. With the continued support and assistance from the Erie County MPO, the application was made and funds were awarded, acknowledging the East Perkins Avenue Resurfacing Project as an eligible LPA project.

The East Perkins Avenue Resurfacing Project is located just east of the Milan Road intersection and continues to the Remington Avenue intersection. The project consists of milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, as needed, limited curb and gutter improvements, adjustments of manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings. Work includes extending the sidewalk on the north side of the roadway from Balconi Monuments to Remington Avenue, connecting pedestrians on the East side of town to the US 250 business corridor.

A Request for Qualifications (RFQ) for the design work on the East Perkins Avenue Resurfacing Project directed interested consultants to submit qualifications to the Department of Public Works by April 1, 2022. Four (4) 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, the selection committee determined Bramhall Engineering and Surveying Company as 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) and an agreement for professional design services is attached to the legislation.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$171,160.00 with ODOT funding \$136,928.00 and the City funding \$34,232.00, which shall be paid with the Capital Projects Street Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with Bramhall Engineering and Surveying Company of Avon, Ohio for the East Perkins Avenue 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:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Bramhall Engineering & Survey for East Perkins Resurfacing

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 #431-6200-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/22/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH BRAMHALL ENGINEERING & SURVEYING COMPANY OF AVON, OHIO, FOR THE EAST PERKINS AVENUE 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 East Perkins Avenue Resurfacing Project by Resolution No. 011-20R, passed on March 23, 2020; and

WHEREAS, the East Perkins Avenue Resurfacing Project is located just east of the Milan Road intersection and continues to the Remington Avenue intersection and consists of milling existing pavements, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, as needed, limited curb and gutter improvements, adjustments of manholes, catch basins and valve boxes, new ADA curb ramps and pavement markings, and includes extending the sidewalk on the north side of the roadway from Balconi Monuments to Remington Avenue, connecting pedestrians on the east side of town to the U.S. Route 250 business corridor; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for design services on the East Perkins Avenue Resurfacing Project in which four (4) 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, and past successes with similar projects, it was determined Bramhall Engineering and Surveying Company of Avon, Ohio, was the most qualified; and

WHEREAS, Bramhall Engineering & Surveying Company will be providing professional design services for the East Perkins Avenue 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 \$171,160.00 of which \$136,928.00 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 \$34,232.00 will be paid with Capital Projects Street Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the design work and keep the project on track for ODOT milestones of design; 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 Bramhall Engineering & Surveying Company of Avon, Ohio, for Professional Design Services for the East Perkins Avenue Resurfacing Project, PID #113959, 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 Seventy One Thousand One Hundred Sixty and 00/100 Dollars (\$171,160.00).

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

City of Sandusky

Agreement Number 38430

This Agreement No. 38430 instated on the Day of Month, 2022 by and between City of Sandusky, hereinafter referred to as the City, and Bramhall Engineering and Surveying Company, hereinafter referred to as the Consultant, with an office located at 801 Moore Rd, Avon, OH 44011.

WITNESSETH

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 perform the design as authorized by the City for resurfacing of Perkins Ave, including adding sidewalks and curbs, in Erie County, Ohio, identified as ERI-CR 5-2.85 E. Perkins.

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).

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

Actual costs plus a fixed fee of six thousand, eight hundred and thirty-nine dollars (\$6,839). However, the maximum prime compensation shall not exceed seventy thousand, seventeen dollars (\$70,017).

Part 2: Environmental Engineering Phase

Actual costs plus a fixed fee of five thousand, nine hundred and forty-four dollars (\$5,944). However, the maximum prime compensation shall not exceed fifty-three thousand, two hundred and ninety-nine dollars (\$53,299).

Part 3: Final Engineering Phase and R/W Phase

Actual costs plus a fixed fee of one thousand, two hundred and forty-seven dollars (\$1,247). However, the maximum prime compensation shall not exceed thirty-four thousand, eight hundred and five dollars (\$34,805).

Part 4: Prebid Activities (if authorized)

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed two thousand, five hundred dollars (\$2,500). All costs shall be included in the maximum prime compensation.

<u>Group</u>	<u>Fixed Fee</u>
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95

Part 5: ROW Activities from Plan Revisions (if authorized)

Actual costs plus a fixed fee of six hundred nineteen dollars (\$619). However, the maximum prime compensation shall not exceed five thousand, five hundred and thirty nine dollars (\$5,539).

<u>Group</u>	<u>Fixed Fee</u>
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95

Part 6: Ongoing Services During Construction (if authorized)

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed five thousand dollars (\$5,000). All costs shall be included in the maximum prime compensation.

Group	Fixed Fee
9	\$ 14.86
8	\$ 13.44
7	\$ 12.03
7	\$ 12.03
3	\$ 6.37
5	\$ 9.20
4	\$ 7.78
3	\$ 6.37
2	\$ 4.95
2	\$ 4.95

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, signing parties expressly understand 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 the Consultant and the signature of the [Contracting Authority of LPA \(County Engineer/City Engineer/etc.\)](#).

[Bramhall Engineering and Surveying Company](#)

By: _____

Title: Chris L. Howard, CPESC Vice President.

EXHIBIT "1"

[City of Sandusky](#)

By: _____

Title: John Orzech, Interim City Manager.

APPROVED AS TO FORM:

By: _____

Title: _____

FINAL FEE PROPOSAL

EXHIBIT "A"

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
1	ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL									
2	AND LABOR RATES FOR									
3	Project: ERI-Perkins Avenue									
4	PID No. 113959									
5										
6										
7	CONSULTANT: Bramhall Engineering and Surveying Company					Proposal Date: 6/23/2022				
8						Revised Date: 8/23/2022				
9										
10	PROJECT DESCRIPTION: Roadway Resurfacing, Sidewalk Installation, and Waterline Installation									
11										
12	Task included in Scope and Fee				Average Overhead Rate = 157.25% (Net Fee Calc.)					
13	Task included in Scope and Fee as "If Authorized"				Overhead Percentage = 124.66%					
14					Net Fee Percentage = 11.00%					
15					Cost of Money = 0.08%					
16										
17										
18	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
19	Phase I - Planning Phase									
20										
21										
22	Task 1.1 Project Start-Up									
23	1.1.A Planning and Programming	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	1.1.B STIP/TIP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	1.1.C Internal Meeting with Project Sponsor and ODOT Staff	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26										
27	Subtotal 1.1 Project Start-Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28										
29	Task 1.2 Project Initiation Package									
30	1.2.A Define Study Area and Logical Termini	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	1.2.B Conduct Field Review (walk through)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	1.2.C Identify Discipline Specific Issues for Project Initiation Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	1.2.D Project Initiation Package Preparation and Submittal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34	1.2.E Aerial/Base mapping coordination with ODOT	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35	1.2.F Concept, Scope, and Budget Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36										
37	Subtotal 1.2 Project Initiation Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38										
39	Task 1.3 Existing Data, Research, and Analysis									
40	1.3.A Transportation and Land Use Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	1.3.B Crash Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42	1.3.C Traffic Counts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	1.3.D Planning Level Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	1.3.E Certified Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45	1.3.F Capacity Analysis - Existing Conditions	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
46	1.3.G Develop Purpose & Need	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47										
48	Subtotal 1.3 Existing Data, Research, and Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
49										
50	Task 1.4 Stakeholder Involvement and Public Involvement Plan									
51	1.4.A Public Involvement Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
52										
53	Subtotal 1.4 Stakeholder Involvement and PIP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
54										
55	Task 1.5 Project Management for Planning Phase									
56	1.5.A Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
57	1.5.B General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
58	1.5.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
59	1.5.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
60										
61	Subtotal 1.5 Project Management for Planning Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
62										
63	Task 1.6 Limited Review									
64	1.6.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
65										
66	Subtotal 1.6 Subtotal Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
67										
68	SUBTOTAL Phase 1	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
69										
70										
71										
72										
73	Phase 2 - Preliminary Engineering Phase									
74										
75										
76	Task 2.1 Develop Preliminary Alternatives									
77	2.1.A Prepare Feasibility Study Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
78	2.1.A.A Planning Level Traffic for Feasible Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
79	2.1.A.B Capacity Analysis for Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
80	2.1.A.C Field Survey and Aerial Mapping - Planning Level	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
81	2.1.A.D Typical Section	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
82	2.1.A.E Preliminary Alignment and Profile	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
83	2.1.A.F Cross-Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
84	2.1.A.G Mapping	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
85	2.1.A.H Stakeholder Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
86	2.1.A.I Prepare Feasibility Study	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
87										
88	Subtotal 2.1 Develop Preliminary Alternatives	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89										
90										
91	Task 2.2 Perform Environmental Field Studies									
92	2.2.A Property Owner Notification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93	2.2.B Phase I Cultural Resource History/Architecture Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94	2.2.C Ecological Survey Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95	2.2.D Environmental Site Assessment Screening	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96	2.2.E Social and Economic Resources	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97	2.2.F 4(f) determinations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98	2.2.G Noise Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99	2.2.H Noise Analysis - Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100										
101	Subtotal 2.2 Perform Environmental Field Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
102										
103	Task 2.3 AER Design									
104	2.3.A Field Survey and Aerial Mapping									
105	2.3.A.A Project Control, Benchmarks, and Reference Points	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
106	2.3.A.B Monumentation Recovery	\$42.66	64	\$2,730	\$3,403	\$2	\$0	\$0	\$773	\$6,908
107	2.3.A.C Base Mapping (incl. field verify)	\$40.42	90	\$3,638	\$4,535	\$3	\$0	\$0	\$1,029	\$9,206
108	2.3.A.D Drainage Survey (stream cross sections)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
109	2.3.A.E Establish property lines, tax ID, & ownerships on base map	\$38.50	48	\$1,848	\$2,304	\$1	\$0	\$0	\$523	\$4,676
110	2.3.A.F Property Owner Notification	\$33.38	8	\$267	\$333	\$0	\$0	\$0	\$76	\$676
111										
112	2.3.B Roadway	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
113	2.3.B.A Design Criteria	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
114	2.3.B.B Conceptual Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
115	2.3.B.C Horizontal Alignment and Vertical Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
116	2.3.B.D Conceptual Cross Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
117	2.3.B.E Identify Construction Limits	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
118										
119	2.3.C Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120	2.3.C.A Drainage Design Criteria Forms (LD-35)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
121	2.3.C.B LD-33 Form (Contact County Engineer)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
122	2.3.C.C Hydraulically size all major storm sewer trunk lines	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
123	2.3.C.D Perform preliminary hydraulic analysis for culverts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
124	2.3.C.E Conceptual BMP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
125	2.3.C.F Estimate impact to wetlands, streams, & other regulated water	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
126										
127	2.3.D Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
128	2.3.D.A Conceptual MOT Plan (without MOTAA)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
129										
130	2.3.E Utilities	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
131	2.3.E.A Utility Coordination and Documentation	\$42.88	4	\$172	\$214	\$0	\$0	\$0	\$49	\$434
132	2.3.E.B Subsurface Utility Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
133										
134	2.3.F Miscellaneous	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
135	2.3.F.A Identify and coordinate impacts on FEMA flood zones	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
136	2.3.F.B. Determine need for Design Exception	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
137										
138	Subtotal 2.3 AER Design	\$40.44	214	\$8,655	\$10,789	\$7	\$0	\$0	\$2,449	\$21,899
139										
140	Task 2.4 Prepare Cost Estimates									
141	2.4.A Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
142	2.4.B Right of Way Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
143	2.4.C Utility	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
144										
145	Subtotal 2.4 Prepare Cost Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
146										
147	Task 2.5 AER Submittal and Other Studies									
148	2.5.A Prepare Alternative Evaluation Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
149	2.5.B Certified Traffic for Preferred Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
150	2.5.C Prepare Access Point Request (IMS/IJS)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
151	2.5.D Structures	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
152	2.5.D.A Bridge Structure Type Study (break out each bridge separately)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
153	2.5.D.B Complete bridge hydraulic study and scour analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
154	2.5.E Retaining wall justification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
155										
156	Subtotal 2.5 AER Submittal and Other Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
157										
158	Task 2.6 Public Involvement/Coordination									
159	2.6.A Public Involvement Meeting	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
160										
161	Subtotal 2.6 Public Involvement/Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
162										
163	Task 2.7 Stage 1 Design									

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
164	2.7.A Roadway									
165	2.7.A.A Title Sheet	\$40.06	8	\$321	\$400	\$0	\$0	\$0	\$91	\$811
166	2.7.A.B Schematic Plan	\$35.62	26	\$926	\$1,154	\$1	\$0	\$0	\$262	\$2,343
167	2.7.A.C General Notes	\$35.17	12	\$422	\$526	\$0	\$0	\$0	\$119	\$1,068
168	2.7.A.D Typical Sections	\$35.62	26	\$926	\$1,154	\$1	\$0	\$0	\$262	\$2,343
169	2.7.A.E Cross Sections	\$36.47	64	\$2,334	\$2,910	\$2	\$0	\$0	\$660	\$5,906
170	2.7.A.F Plan and Profile - Mainline	\$36.80	112	\$4,122	\$5,138	\$3	\$0	\$0	\$1,166	\$10,430
171	2.7.A.G Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
172	2.7.A.H Plan and Profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
173	2.7.A.I Superelevation Table	\$36.91	11	\$406	\$506	\$0	\$0	\$0	\$115	\$1,027
174	2.7.A.J Intersection Details	\$40.09	22	\$882	\$1,100	\$1	\$0	\$0	\$250	\$2,232
175	2.7.A.K Update Interchange Geometrics & Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
176	2.7.A.L Driveway Details	\$34.67	30	\$1,040	\$1,296	\$1	\$0	\$0	\$294	\$2,632
177	2.7.A.M Design Exception Request	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
178	2.7.A.N Traffic Control	\$35.69	16	\$571	\$712	\$0	\$0	\$0	\$162	\$1,445
179										
180	2.7.B Drainage									
181	2.7.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
182	2.7.B.B Culvert Detail Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
183	2.7.B.C Channel Relocation Details & Section Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
184	2.7.B.D Drainage Calculations	\$44.38	16	\$710	\$885	\$1	\$0	\$0	\$201	\$1,797
185	2.7.B.E BMP Design	\$44.50	8	\$356	\$444	\$0	\$0	\$0	\$101	\$901
186										
187	2.7.C Utilities									
188	2.7.C.A Utility Coordination and Documentation	\$42.50	5	\$213	\$265	\$0	\$0	\$0	\$60	\$538
189	2.7.C.B Description of proposed water and/or sewer work	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
190	2.7.C.C Subsurface Utility Engineering (SUE)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
191										
192	2.7.D Geotechnical Services and Report									
193	2.7.D.A Geotechnical Services and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$8,859	\$0	\$8,859
194										
195	2.7.E Miscellaneous									
196	2.7.E.A Perform Airway/Highway clearance analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
197										
198	2.7.F Prepare C2 Cost Estimates and Update Milestones									
199	2.7.F.A Roadway/Interchange Costs	\$43.92	12	\$527	\$657	\$0	\$0	\$0	\$149	\$1,334
200	2.7.F.B Right of Way	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
201	2.7.F.C Utility	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
202										
203	2.7.G Maintenance of Traffic									
204	2.7.G.B Detour Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
205										
206	Subtotal 2.7 Stage 1 Design	\$38.71	368	\$14,247	\$17,760	\$11	\$0	\$8,859	\$4,032	\$44,909
207										
208	Task 2.8 Project Management for Preliminary Engineering Phase									
209	2.8.A Task List and Fee Proposal Preparation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
210	2.8.B General Oversight	\$63.40	20	\$1,268	\$1,581	\$1	\$0	\$0	\$359	\$3,209
211	2.8.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
212	2.8.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
213										
214	Subtotal 2.8 Project Management for PE Phase	\$63.40	20	\$1,268	\$1,581	\$1	\$0	\$0	\$359	\$3,209
215										
216	Task 2.9 Limited Review									
217	2.9.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
218										
219	Subtotal 2.9 Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
220										
221	SUBTOTAL Phase 2	\$40.15	602	\$24,170	\$30,130	\$19	\$0	\$8,859	\$6,839	\$70,017
222										
223	Phase 3 - Environmental Engineering Phase									
224										
225	Task 3.1 Environmental Field Studies and Refined Impacts									
226	3.1.A Phase I Cultural Archaeological	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
227	3.1.B Phase II Cultural Resource History/Architecture Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
228	3.1.C Section 4(f) Evaluation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
229	3.1.D Phase I Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
230	3.1.E Farmland Studies	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
231	3.1.F Secondary and Cumulative Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
232	3.1.G Biological Assessment for Federally Listed Species	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
233	3.1.H Prepare Waterway Permit Determination Package/Permits	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
234	3.1.I Phase II Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
235	3.1.J Mussel Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
236										
237	Subtotal 3.1 Environmental Field Studies and Refined Impacts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
238										
239	Task 3.2 Stage 1 Value Engineering									
240	3.2.A Value Engineering Study and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
241										
242	Subtotal 3.2 Stage 1 Value Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
243										

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
244	Task 3.3 Stage 2									
245	3.3.A Roadway									
246	3.3.A.A Title Sheet	\$34.33	3	\$103	\$128	\$0	\$0	\$0	\$29	\$261
247	3.3.A.B Schematic	\$34.33	6	\$206	\$257	\$0	\$0	\$0	\$58	\$521
248	3.3.A.C General Notes	\$34.89	9	\$314	\$391	\$0	\$0	\$0	\$89	\$795
249	3.3.A.D Typical Sections	\$34.33	6	\$206	\$257	\$0	\$0	\$0	\$58	\$521
250	3.3.A.E Plan and Profile - Mainline	\$33.60	50	\$1,680	\$2,094	\$1	\$0	\$0	\$475	\$4,251
251	3.3.A.F Cross Sections	\$34.67	30	\$1,040	\$1,296	\$1	\$0	\$0	\$294	\$2,632
252	3.3.A.G Intersection Details	\$35.62	13	\$463	\$577	\$0	\$0	\$0	\$131	\$1,172
253										
254	3.3.B Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
255	3.3.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
256	3.3.B.B Culvert Detail Sheets including headwall and wingwall details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
257	3.3.B.C Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
258	3.3.B.D Underdrain details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
259	3.3.B.E BMP Details	\$34.33	6	\$206	\$257	\$0	\$0	\$0	\$58	\$521
260										
261	3.3.C Traffic Control	\$34.33	3	\$103	\$128	\$0	\$0	\$0	\$29	\$261
262										
263	3.3.E Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
264	3.3.E.A MOT General Notes	\$34.89	9	\$314	\$391	\$0	\$0	\$0	\$89	\$795
265	3.3.E.B Detour Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
266										
267	3.3.J Utilities	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
268	3.3.J.A Utility Coordination and Documentation	\$40.17	3	\$121	\$150	\$0	\$0	\$0	\$34	\$305
269	3.3.J.B Water Works Plan, Details, & Notes	\$33.10	40	\$1,324	\$1,650	\$1	\$0	\$0	\$375	\$3,350
270	3.3.J.C Sanitary Sewer Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
271										
272	3.3.K Geotechnical Services	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
273	3.3.K.A Finalize Geotechnical Investigation and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
274										
275	Subtotal 3.3 Stage 2	\$34.15	178	\$6,080	\$7,579	\$5	\$0	\$0	\$1,720	\$15,383
276										
277	Task 3.4 Right of Way Plans									
278	3.4.A Conceptual Right of Way Plan Review	\$33.22	18	\$598	\$745	\$0	\$0	\$0	\$169	\$1,513
279	3.4.B Preliminary Right of Way Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
280	3.4.B.A Legend Sheet	\$33.00	10	\$330	\$411	\$0	\$0	\$0	\$93	\$835
281	3.4.B.B Centerline Survey Plat	\$33.50	32	\$1,072	\$1,336	\$1	\$0	\$0	\$303	\$2,713
282	3.4.B.C Property Map	\$33.00	40	\$1,320	\$1,646	\$1	\$0	\$0	\$374	\$3,340
283	3.4.B.D Summary of Additional Right of Way	\$33.50	8	\$268	\$334	\$0	\$0	\$0	\$76	\$678
284	3.4.B.E Detailed ROW Plan Sheets	\$32.67	144	\$4,704	\$5,864	\$4	\$0	\$0	\$1,331	\$11,903
285	3.4.B.F Special Plats	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
286	3.4.B.G Legal Descriptions and Closure Calculations	\$39.33	24	\$944	\$1,177	\$1	\$0	\$0	\$267	\$2,389
287	3.4.B.H Right-of-Way Acquisition Estimate	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
288	3.4.B.I Field Review	\$44.71	14	\$626	\$780	\$1	\$0	\$0	\$177	\$1,584
289										
290	3.4.C Compliance Right of Way Plans	\$33.00	20	\$660	\$823	\$1	\$0	\$0	\$187	\$1,670
291										
292	3.4.D Final Right of Way Plans									
293	3.4.D.A Final Right of Way Plans	\$33.50	16	\$536	\$668	\$0	\$0	\$0	\$152	\$1,356
294	3.4.D.B Field Review & Verify Property Owners	\$44.71	14	\$626	\$780	\$1	\$0	\$0	\$177	\$1,584
295	3.4.D.C Record Centerline Plat and all appropriate documents	\$47.00	4	\$188	\$234	\$0	\$150	\$0	\$53	\$625
296										
297	Subtotal 3.4 Right of Way Plans	\$34.51	344	\$11,872	\$14,800	\$9	\$150	\$0	\$3,359	\$30,190
298										
299	Task 3.5 Prepare Environmental Document									
300	3.5.A Prepare Environmental Document	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
301										
302	Subtotal 3.5 Prepare Environmental Document	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
303										
304	Task 3.6 Environmental Commitments and Plan Notes									
305	3.6.A Environmental Commitment Plan Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
306										
307	Subtotal 3.6 Environmental Commitments and Plan Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
308										
309	Task 3.7 Prepare Cost Estimates and Revise Milestones									
310	3.7.A Roadway/Interchange Costs	\$43.92	12	\$527	\$657	\$0	\$0	\$0	\$149	\$1,334
311	3.7.B Structure Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
312	3.7.C Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
313										
314	Subtotal 3.7 Prepare Cost Estimates and Revise Milestones	\$43.92	12	\$527	\$657	\$0	\$0	\$0	\$149	\$1,334
315										
316	Task 3.8 Project Management for Environmental Engineering Phase									
317	3.8.A Meetings	\$64.64	22	\$1,422	\$1,773	\$1	\$0	\$0	\$402	\$3,598
318	3.8.B General Oversight	\$61.33	18	\$1,104	\$1,376	\$1	\$0	\$0	\$312	\$2,794
319	3.8.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
320	3.8.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
321										
322	Subtotal 3.8 Project Management for EE Phase	\$63.15	40	\$2,526	\$3,149	\$2	\$0	\$0	\$715	\$6,392
323										
324	Task 3.9 Limited Review									

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
325	3.9.A QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
326										
327	Subtotal 3.9 Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
328										
329	SUBTOTAL Phase 3	\$36.59	574	\$21,005	\$26,184	\$17	\$150	\$0	\$5,944	\$53,299
330										
331	Phase 4 - Final Engineering and R/W Phase									
332										
333	Task 4.1 Right of Way Acquisition									
334	4.1.A Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$23,650	\$0	\$23,650
335										
336	Subtotal 4.1 Stage 3 Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$23,650	\$0	\$23,650
337										
338	Task 4.2 Stage 3 Detailed Design Plans									
339	4.2.A Quantities and Notes	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
340	4.2.A.A Pavement Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
341	4.2.A.B Drainage Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
342	4.2.A.C Roadway Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
343	4.2.A.D Earthwork and Seeding Subsummary	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
344	4.2.A.E General Summary Sheet	\$35.62	26	\$926	\$1,154	\$1	\$0	\$0	\$262	\$2,343
345	4.2.A.F General Notes	\$34.89	9	\$314	\$391	\$0	\$0	\$0	\$89	\$795
346	4.2.A.G Driveway Subsummary or Driveway Details (if incl. on same sh	\$38.50	4	\$154	\$192	\$0	\$0	\$0	\$44	\$390
347										
348	4.2.B Drainage	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
349	4.2.B.A Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
350	4.2.B.B Culvert Detail Sheet incl. headwall and wingwall details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
351	4.2.B.C Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
352	4.2.B.D Underdrain details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
353	4.2.B.E BMP Details	\$34.33	3	\$103	\$128	\$0	\$0	\$0	\$29	\$261
354										
355	4.2.C Traffic Control Plans	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
356	4.2.C.A Signing and Pavement Marking Plans	\$37.25	2	\$75	\$93	\$0	\$0	\$0	\$21	\$189
357										
358	4.2.D Miscellaneous	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
359	4.2.D.A Prepare FAA Form 7460-1 for Airway/Highway Clearance	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
360	4.2.D.B Project Site Plan	\$34.30	10	\$343	\$428	\$0	\$0	\$0	\$97	\$868
361	4.2.D.C Title Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
362										
363	4.2.E Maintenance of Traffic	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
364	4.2.E.A MOT Plan Sheets	\$34.33	3	\$103	\$128	\$0	\$0	\$0	\$29	\$261
365										
366	Subtotal 4.2 Stage 3 Detailed Design Plans	\$35.39	57	\$2,018	\$2,515	\$2	\$0	\$0	\$571	\$5,105
367										
368	Task 4.3 Prepare Cost Estimates and Revise Milestones									
369	4.3.A Roadway/Interchange Costs	\$43.92	12	\$527	\$657	\$0	\$0	\$0	\$149	\$1,334
370	4.3.B Right of Way Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
371	4.3.C Structure Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
372	4.3.D Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
373										
374	Subtotal 4.3 Prepare Cost Estimates and Revise Milestones	\$43.92	12	\$527	\$657	\$0	\$0	\$0	\$149	\$1,334
375										
376	Task 4.4 Final Plan Package									
377	4.4.A Submission of Final Tracings and Documentation	\$36.71	14	\$514	\$641	\$0	\$0	\$0	\$145	\$1,301
378										
379	Subtotal 4.4 Final Plan Package	\$36.71	14	\$514	\$641	\$0	\$0	\$0	\$145	\$1,301
380										
381	Task 4.5 Project Management for Final Engineering and R/W Phase									
382	4.5.A Meetings	\$66.50	12	\$798	\$995	\$1	\$0	\$0	\$226	\$2,019
383	4.5.B General Oversight	\$61.33	9	\$552	\$688	\$0	\$0	\$0	\$156	\$1,397
384	4.5.C Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
385	4.5.D Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
386										
387	Subtotal 4.5 Project Mangement for FE and R/W Phase	\$64.29	21	\$1,350	\$1,683	\$1	\$0	\$0	\$382	\$3,416
388										
389										
390	SUBTOTAL Phase 4	\$42.39	104	\$4,409	\$5,496	\$4	\$0	\$23,650	\$1,247	\$34,805
391										
392										
393	SUBTOTAL Phases 1-4	\$38.74	1,280	\$49,583	\$61,810	\$40	\$150	\$32,509	\$14,031	\$158,121
394										
395										
396	If Authorized Items									
397										
398	Task 4.6 Pre-Bid Activities									
399	4.6.A Pre-Bid Questions	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
400										
401	Subtotal 4.6 Pre-Bid Activities	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
402										
403	Task 4.7 Plan Revisions due to R/W Negotiations									
404	4.7.A Plan Revisions due to R/W Negotiations	#DIV/0!	0	\$864	\$1,077	\$1	\$0	\$0	\$244	\$2,186

SUMMARY OF STEPS

	A	C	D	E	F	G	H	I	J	K
	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
406	Subtotal 4.7 Plan Revisions due to R/W Negotiations	#DIV/0!	0	\$864	\$1,077	\$1	\$0	\$0	\$244	\$2,186
408	Task 4.8 Temporary Staking for Utilities and Appraisals									
409	4.8.A Temporary Staking for Utilities and Appraisals	#DIV/0!	0	\$830	\$1,035	\$1	\$0	\$0	\$235	\$2,100
411	Subtotal 4.8 Temporary Staking for Utilities and Appraisals	#DIV/0!	0	\$830	\$1,035	\$1	\$0	\$0	\$235	\$2,100
413	Task 4.9 Setting R/W Pins after Acquisition									
414	4.9.A Setting R/W Pins after Acquisition	\$33.00	15	\$495	\$617	\$0	\$0	\$0	\$140	\$1,253
416	Subtotal 4.9 Setting R/W Pins after Acquisition	\$33.00	15	\$495	\$617	\$0	\$0	\$0	\$140	\$1,253
418	Task 5.1 On-Going Services During Construction									
419	5.1.A On-Going Services During Construction	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
421	Subtotal 5.1 On-Going Services During Construction	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
423	SUBTOTAL If Authorized Items	\$145.93	15	\$2,189	\$2,729	\$2	\$0	\$0	\$619	\$13,039
426	SUBTOTAL Phases 1-4 and If Authorized Items	\$39.98	1,295	\$51,772	\$64,538	\$41	\$150	\$32,509	\$14,650	\$171,160

EXHIBIT "A"

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
1	DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,					Proposal Da	6/23/2022							
2	AND LABOR RATES FOR					Revised Dat	8/23/2022							
3	Project: ERI-Perkins Avenue													
4	PID No. 113959													
5														
6														
7	CONSULTANT: Bramhall Engineering and Surveying Company					HOURLY RATES								
8								Principal		\$82.00				
9	PROJECT DESCRIPTION: Roadway Resurfacing, Sidewalk Installation, and Waterline Installation							Proj Mgr		\$51.00				
10								Senior Engr		\$46.00				
11								Proj Engr		\$40.00				
12	Task included in Scope and Fee							Technician		\$28.50				
13	Task included in Scope and Fee as "If Authorized"							Clerical		\$27.00				
14								Survey Manager		\$41.00				
15								R/W Tech		\$31.00				
16								Survey Crew		\$47.00				
17														
18														
19														
20	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj. Engr	Tech	Clerical	Survey Mgr	R/W Tech	2 Pers. Survey Crew	Overall Total Hours	Labor Costs	
21	Phase I - Planning Phase													
22														
23														
24	Task 1.1 Project Start-Up													
25	1.1.A Planning and Programming	0	0	0	0	0	0	0	0	0	0	0	\$0	
26	1.1.B STIP/TIP	0	0	0	0	0	0	0	0	0	0	0	\$0	
27	1.1.C Internal Meeting with Project Sponsor and ODOT Staff	0	0	0	0	0	0	0	0	0	0	0	\$0	
28														
29	Subtotal 1.1 Project Start-Up	0	0	0	0	0	0	0	0	0	0	0	\$0	
30														
31	Task 1.2 Project Initiation Package													
32	1.2.A Define Study Area and Logical Termini	0	0	0	0	0	0	0	0	0	0	0	\$0	
33	1.2.B Conduct Field Review (walk through)	0	0	0	0	0	0	0	0	0	0	0	\$0	
34	1.2.C Identify Discipline Specific Issues for Project Initiation Package	0	0	0	0	0	0	0	0	0	0	0	\$0	
35	1.2.D Project Initiation Package Preparation and Submittal	0	0	0	0	0	0	0	0	0	0	0	\$0	
36	1.2.E Aerial/Base mapping coordination with ODOT	0	0	0	0	0	0	0	0	0	0	0	\$0	
37	1.2.F Concept, Scope, and Budget Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0	
38														
39	Subtotal 1.2 Project Initiation Package	0	0	0	0	0	0	0	0	0	0	0	\$0	
40														
41	Task 1.3 Existing Data, Research, and Analysis													
42	1.3.A Transportation and Land Use Plans	0	0	0	0	0	0	0	0	0	0	0	\$0	
43	1.3.B Crash Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
44	1.3.C Traffic Counts	0	0	0	0	0	0	0	0	0	0	0	\$0	
45	1.3.D Planning Level Traffic - No Build Condition	0	0	0	0	0	0	0	0	0	0	0	\$0	
46	1.3.E Certified Traffic - No Build Condition	0	0	0	0	0	0	0	0	0	0	0	\$0	
47	1.3.F Capacity Analysis - Existing Conditions	0	0	0	0	0	0	0	0	0	0	0	\$0	
48	1.3.G Develop Purpose & Need	0	0	0	0	0	0	0	0	0	0	0	\$0	
49														
50	Subtotal 1.3 Existing Data, Research, and Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0	
51														
52	Task 1.4 Stakeholder Involvement and Public Involvement Plan													
53	1.4.A Public Involvement Plan	0	0	0	0	0	0	0	0	0	0	0	\$0	
54														
55	Subtotal 1.4 Stakeholder Involvement and PIP	0	0	0	0	0	0	0	0	0	0	0	\$0	
56														
57	Task 1.5 Project Management for Planning Phase													
58	1.5.A Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0	
59	1.5.B General Oversight	0	0	0	0	0	0	0	0	0	0	0	\$0	
60	1.5.C Project Set Up	0	0	0	0	0	0	0	0	0	0	0	\$0	
61	1.5.D Non Routine (Soft) Items	0	0	0	0	0	0	0	0	0	0	0	\$0	
62														
63	Subtotal 1.5 Project Management for Planning Phase	0	0	0	0	0	0	0	0	0	0	0	\$0	
64														
65	Task 1.6 Limited Review													
66	1.6.A QA/QC for Limited Review	0	0	0	0	0	0	0	0	0	0	0	\$0	
67														
68	Subtotal 1.6 Subtotal Limited Review	0	0	0	0	0	0	0	0	0	0	0	\$0	
69														
70	SUBTOTAL Phase 1	0	0	0	0	0	0	0	0	0	0	0	\$0	
71														
72														
73														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
	Task Description	Prin.	Proj Mgr	Sr. Engr.	Proj Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs		
75	Phase 2 - Preliminary Engineering Phase													
76														
77														
78	Task 2.1 Develop Preliminary Alternatives													
79	2.1.A Prepare Feasibility Study Report													
80	2.1.A.A Planning Level Traffic for Feasible Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
81	2.1.A.B Capacity Analysis for Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
82	2.1.A.C Field Survey and Aerial Mapping - Planning Level	0	0	0	0	0	0	0	0	0	0	\$0		
83	2.1.A.D Typical Section	0	0	0	0	0	0	0	0	0	0	\$0		
84	2.1.A.E Preliminary Alignment and Profile	0	0	0	0	0	0	0	0	0	0	\$0		
85	2.1.A.F Cross-Sections	0	0	0	0	0	0	0	0	0	0	\$0		
86	2.1.A.G Mapping	0	0	0	0	0	0	0	0	0	0	\$0		
87	2.1.A.H Stakeholder Public Involvement	0	0	0	0	0	0	0	0	0	0	\$0		
88	2.1.A.I Prepare Feasibility Study	0	0	0	0	0	0	0	0	0	0	\$0		
89														
90	Subtotal 2.1 Develop Preliminary Alternatives	0	0	0	0	0	0	0	0	0	0	\$0		
91														
92														
93	Task 2.2 Perform Environmental Field Studies													
94	2.2.A Property Owner Notification	0	0	0	0	0	0	0	0	0	0	\$0		
95	2.2.B Phase I Cultural Resource History/Architecture Survey	0	0	0	0	0	0	0	0	0	0	\$0		
96	2.2.C Ecological Survey Report	0	0	0	0	0	0	0	0	0	0	\$0		
97	2.2.D Environmental Site Assessment Screening	0	0	0	0	0	0	0	0	0	0	\$0		
98	2.2.E Social and Economic Resources	0	0	0	0	0	0	0	0	0	0	\$0		
99	2.2.F 4(f) determinations	0	0	0	0	0	0	0	0	0	0	\$0		
100	2.2.G Noise Analysis	0	0	0	0	0	0	0	0	0	0	\$0		
101	2.2.H Noise Analysis - Public Involvement	0	0	0	0	0	0	0	0	0	0	\$0		
102														
103	Subtotal 2.2 Perform Environmental Field Studies	0	0	0	0	0	0	0	0	0	0	\$0		
104														
105	Task 2.3 AER Design													
106	2.3.A Field Survey and Aerial Mapping													
107	2.3.A.A Project Control, Benchmarks, and Reference Points	0	0	0	0	0	0	0	0	0	0	\$0		
108	2.3.A.B Monumentation Recovery	0	0	0	0	0	0	9	14	41	64	\$2,730		
109	2.3.A.C Base Mapping (incl. field verify)	0	2	0	0	0	0	4	36	48	90	\$3,638		
110	2.3.A.D Drainage Survey (stream cross sections)	0	0	0	0	0	0	0	0	0	0	\$0		
111	2.3.A.E Establish property lines, tax ID, & ownerships on base map	0	0	0	0	0	0	36	12	0	48	\$1,848		
112	2.3.A.F Property Owner Notification	0	2	0	0	2	4	0	0	0	8	\$267		
113														
114	2.3.B Roadway													
115	2.3.B.A Design Criteria	0	0	0	0	0	0	0	0	0	0	\$0		
116	2.3.B.B Conceptual Typical Sections	0	0	0	0	0	0	0	0	0	0	\$0		
117	2.3.B.C Horizontal Alignment and Vertical Profile - Mainline	0	0	0	0	0	0	0	0	0	0	\$0		
118	2.3.B.D Conceptual Cross Sections	0	0	0	0	0	0	0	0	0	0	\$0		
119	2.3.B.E Identify Construction Limits	0	0	0	0	0	0	0	0	0	0	\$0		
120														
121	2.3.C Drainage													
122	2.3.C.A Drainage Design Criteria Forms (LD-35)	0	0	0	0	0	0	0	0	0	0	\$0		
123	2.3.C.B LD-33 Form (Contact County Engineer)	0	0	0	0	0	0	0	0	0	0	\$0		
124	2.3.C.C Hydraulically size all major storm sewer trunk lines	0	0	0	0	0	0	0	0	0	0	\$0		
125	2.3.C.D Perform preliminary hydraulic analysis for culverts	0	0	0	0	0	0	0	0	0	0	\$0		
126	2.3.C.E Conceptual BMP	0	0	0	0	0	0	0	0	0	0	\$0		
127	2.3.C.F Estimate impact to wetlands, streams, & other regulated waters	0	0	0	0	0	0	0	0	0	0	\$0		
128														
129	2.3.D Maintenance of Traffic													
130	2.3.D.A Conceptual MOT Plan (without MOTAA)	0	0	0	0	0	0	0	0	0	0	\$0		
131														
132	2.3.E Utilities													
133	2.3.E.A Utility Coordination and Documentation	0	1	2	0	1	0	0	0	0	4	\$172		
134	2.3.E.B Subsurface Utility Engineering	0	0	0	0	0	0	0	0	0	0	\$0		
135														
136	2.3.F Miscellaneous													
137	2.3.F.A Identify and coordinate impacts on FEMA flood zones	0	0	0	0	0	0	0	0	0	0	\$0		
138	2.3.F.B. Determine need for Design Exception	0	0	0	0	0	0	0	0	0	0	\$0		
139														
140	Subtotal 2.3 AER Design	0	5	2	0	3	4	49	62	89	214	\$8,655		
141														
142	Task 2.4 Prepare Cost Estimates													
143	2.4.A Roadway/Interchange Costs	0	0	0	0	0	0	0	0	0	0	\$0		
144	2.4.B Right of Way Costs	0	0	0	0	0	0	0	0	0	0	\$0		
145	2.4.C Utility	0	0	0	0	0	0	0	0	0	0	\$0		
146														
147	Subtotal 2.4 Prepare Cost Estimates	0	0	0	0	0	0	0	0	0	0	\$0		
148														
149	Task 2.5 AER Submittal and Other Studies													
150	2.5.A Prepare Alternative Evaluation Report	0	0	0	0	0	0	0	0	0	0	\$0		
151	2.5.B Certified Traffic for Preferred Alternative	0	0	0	0	0	0	0	0	0	0	\$0		
152	2.5.C Prepare Access Point Request (IMS/US)	0	0	0	0	0	0	0	0	0	0	\$0		
153	2.5.D Structures	0	0	0	0	0	0	0	0	0	0	\$0		
154	2.5.D.A Bridge Structure Type Study (break out each bridge separately)	0	0	0	0	0	0	0	0	0	0	\$0		
155	2.5.D.B Complete bridge hydraulic study and scour analysis	0	0	0	0	0	0	0	0	0	0	\$0		
156	2.5.E Retaining wall justification	0	0	0	0	0	0	0	0	0	0	\$0		
157														
158	Subtotal 2.5 AER Submittal and Other Studies	0	0	0	0	0	0	0	0	0	0	\$0		
159														
160	Task 2.6 Public Involvement/Coordination													
161	2.6.A Public Involvement Meeting	0	0	0	0	0	0	0	0	0	0	\$0		
162														
163	Subtotal 2.6 Public Involvement/Coordination	0	0	0	0	0	0	0	0	0	0	\$0		
164														
165	Task 2.7 Stage 1 Design													
166	2.7.A Roadway													
167	2.7.A.A Title Sheet	0	1	4	0	3	0	0	0	0	8	\$321		
168	2.7.A.B Schematic Plan	0	2	8	0	16	0	0	0	0	26	\$926		
169	2.7.A.C General Notes	0	2	2	0	8	0	0	0	0	12	\$422		
170	2.7.A.D Typical Sections	0	2	8	0	16	0	0	0	0	26	\$926		
171	2.7.A.E Cross Sections	0	4	24	0	36	0	0	0	0	64	\$2,334		
172	2.7.A.F Plan and Profile - Mainline	0	4	48	0	60	0	0	0	0	112	\$4,122		
173	2.7.A.G Plan and Profile - Crossroads	0	0	0	0	0	0	0	0	0	0	\$0		
174	2.7.A.H Plan and Profile - Ramps	0	0	0	0	0	0	0	0	0	0	\$0		
175	2.7.A.I Superelevation Table	0	1	4	0	6	0	0	0	0	11	\$406		
176	2.7.A.J Intersection Details	0	2	12	0	8	0	0	0	0	22	\$882		
177	2.7.A.K Update Interchange Geometrics & Details	0	0	0	0	0	0	0	0	0	0	\$0		
178	2.7.A.L Driveway Details	0	2	8	0	20	0	0	0	0	30	\$1,040		
179	2.7.A.M Design Exception Request	0	0	0	0	0	0	0	0	0	0	\$0		
180	2.7.A.N Traffic Control	0	2	4	0	10	0	0	0	0	16	\$571		
181														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19														
20	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
182	2.7.B Drainage													
183	2.7.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
184	2.7.B.B Culvert Detail Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
185	2.7.B.C Channel Relocation Details & Section Sheets		0	0	0	0	0	0	0	0	0	0	\$0	
186	2.7.B.D Drainage Calculations		0	2	8	6	0	0	0	0	0	16	\$710	
187	2.7.B.E BMP Design		0	0	6	2	0	0	0	0	0	8	\$356	
188														
189	2.7.C Utilities													
190	2.7.C.A Utility Coordination and Documentation		0	0	4	0	1	0	0	0	0	5	\$213	
191	2.7.C.B Description of proposed water and/or sewer work		0	0	0	0	0	0	0	0	0	0	\$0	
192	2.7.C.C Subsurface Utility Engineering (SUE)		0	0	0	0	0	0	0	0	0	0	\$0	
193														
194	2.7.D Geotechnical Services and Report													
195	2.7.D.A Geotechnical Services and Report		0	0	0	0	0	0	0	0	0	0	\$0	
196														
197	2.7.E Miscellaneous													
198	2.7.E.A Perform Airway/Highway clearance analysis		0	0	0	0	0	0	0	0	0	0	\$0	
199														
200	2.7.F Prepare C2 Cost Estimates and Update Milestones													
201	2.7.F.A Roadway/Interchange Costs		0	2	8	0	2	0	0	0	0	12	\$527	
202	2.7.F.B Right of Way		0	0	0	0	0	0	0	0	0	0	\$0	
203	2.7.F.C Utility		0	0	0	0	0	0	0	0	0	0	\$0	
204														
205	2.7.G Maintenance of Traffic													
206	2.7.G.A Maintenance of Traffic General Notes		0	2	6	0	4	0	0	0	0	0	\$492	
207	2.7.G.B Detour Plan		0	0	0	0	0	0	0	0	0	0	\$0	
208														
209	Subtotal 2.7 Stage 1 Design		0	28	154	8	190	0	0	0	0	368	\$14,247	
210														
211	Task 2.8 Project Management for Preliminary Engineering Phase													
212	2.8.A Task List and Fee Proposal Preparation		0	0	0	0	0	0	0	0	0	0	\$0	
213	2.8.B General Oversight		8	12	0	0	0	0	0	0	0	20	\$1,268	
214	2.8.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
215	2.8.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
216														
217	Subtotal 2.8 Project Management for PE Phase		8	12	0	0	0	0	0	0	0	20	\$1,268	
218														
219	Task 2.9 Limited Review													
220	2.9.A QA/QC for Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
221														
222	Subtotal 2.9 Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
223														
224	SUBTOTAL Phase 2		8	45	156	8	193	4	49	62	89	602	\$24,170	
225														
226	Phase 3 - Environmental Engineering Phase													
227														
228	Task 3.1 Environmental Field Studies and Refined Impacts													
229	3.1.A Phase I Cultural Archaeological		0	0	0	0	0	0	0	0	0	0	\$0	
230	3.1.B Phase II Cultural Resource History/Architecture Survey		0	0	0	0	0	0	0	0	0	0	\$0	
231	3.1.C Section 4(f) Evaluation		0	0	0	0	0	0	0	0	0	0	\$0	
232	3.1.D Phase I Environmental Site Assessment		0	0	0	0	0	0	0	0	0	0	\$0	
233	3.1.E Farmland Studies		0	0	0	0	0	0	0	0	0	0	\$0	
234	3.1.F Secondary and Cumulative Review		0	0	0	0	0	0	0	0	0	0	\$0	
235	3.1.G Biological Assessment for Federally Listed Species		0	0	0	0	0	0	0	0	0	0	\$0	
236	3.1.H Prepare Waterway Permit Determination Package/Permits		0	0	0	0	0	0	0	0	0	0	\$0	
237	3.1.I Phase II Environmental Site Assessment		0	0	0	0	0	0	0	0	0	0	\$0	
238	3.1.J Mussel Survey		0	0	0	0	0	0	0	0	0	0	\$0	
239														
240	Subtotal 3.1 Environmental Field Studies and Refined Impacts		0	0	0	0	0	0	0	0	0	0	\$0	
241														
242	Task 3.2 Stage 1 Value Engineering													
243	3.2.A Value Engineering Study and Report		0	0	0	0	0	0	0	0	0	0	\$0	
244														
245	Subtotal 3.2 Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	0	\$0	
246														
247	Task 3.3 Stage 2													
248	3.3.A Roadway													
249	3.3.A.A Title Sheet		0	0	1	0	2	0	0	0	0	3	\$103	
250	3.3.A.B Schematic		0	0	2	0	4	0	0	0	0	6	\$206	
251	3.3.A.C General Notes		0	1	2	0	6	0	0	0	0	9	\$314	
252	3.3.A.D Typical Sections		0	0	2	0	4	0	0	0	0	6	\$206	
253	3.3.A.E Plan and Profile - Mainline		0	2	12	0	36	0	0	0	0	50	\$1,680	
254	3.3.A.F Cross Sections		0	2	8	0	20	0	0	0	0	30	\$1,040	
255	3.3.A.G Intersection Details		0	1	4	0	8	0	0	0	0	13	\$463	
256														
257	3.3.B Drainage													
258	3.3.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
259	3.3.B.B Culvert Detail Sheets including headwall and wingwall details		0	0	0	0	0	0	0	0	0	0	\$0	
260	3.3.B.C Channel Relocation Details		0	0	0	0	0	0	0	0	0	0	\$0	
261	3.3.B.D Underdrain details		0	0	0	0	0	0	0	0	0	0	\$0	
262	3.3.B.E BMP Details		0	0	2	0	4	0	0	0	0	6	\$206	
263														
264	3.3.C Traffic Control		0	0	1	0	2	0	0	0	0	3	\$103	
265														
266	3.3.E Maintenance of Traffic													
267	3.3.E.A MOT General Notes		0	1	2	0	6	0	0	0	0	9	\$314	
268	3.3.E.B Detour Plan		0	0	0	0	0	0	0	0	0	0	\$0	
269														
270	3.3.J Utilities													
271	3.3.J.A Utility Coordination and Documentation		0	0	2	0	1	0	0	0	0	3	\$121	
272	3.3.J.B Water Works Plan, Details, & Notes		0	0	0	16	24	0	0	0	0	40	\$1,324	
273	3.3.J.C Sanitary Sewer Plans		0	0	0	0	0	0	0	0	0	0	\$0	
274														
275	3.3.K Geotechnical Services													
276	3.3.K.A Finalize Geotechnical Investigation and Report		0	0	0	0	0	0	0	0	0	0	\$0	
277														
278	Subtotal 3.3 Stage 2		0	7	38	16	117	0	0	0	0	178	\$6,080	
279														

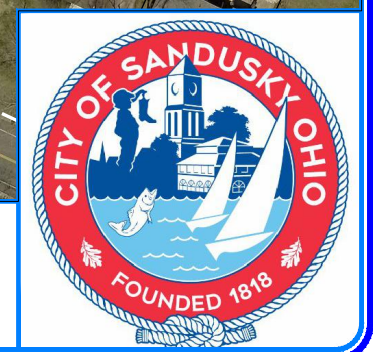
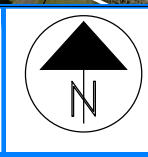
	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19														
20	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj. Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
280	Task 3.4 Right of Way Plans													
281	3.4.A Conceptual Right of Way Plan Review		0	0	0	0	0	0	4	14	0	18	\$598	
282	3.4.B Preliminary Right of Way Plans													
283	3.4.B.A Legend Sheet		0	0	0	0	0	0	2	8	0	10	\$330	
284	3.4.B.B Centerline Survey Plat		0	0	0	0	0	0	8	24	0	32	\$1,072	
285	3.4.B.C Property Map		0	0	0	0	0	0	8	32	0	40	\$1,320	
286	3.4.B.D Summary of Additional Right of Way		0	0	0	0	0	0	2	6	0	8	\$268	
287	3.4.B.E Detailed ROW Plan Sheets		0	0	0	0	0	0	24	120	0	144	\$4,704	
288	3.4.B.F Special Plats		0	0	0	0	0	0	0	0	0	0	\$0	
289	3.4.B.G Legal Descriptions and Closure Calculations		0	0	0	0	0	0	20	4	0	24	\$944	
290	3.4.B.H Right-of-Way Acquisition Estimate		0	0	0	0	0	0	0	0	0	0	\$0	
291	3.4.B.I Field Review		0	0	0	0	0	0	0	2	12	14	\$626	
292														
293	3.4.C Compliance Right of Way Plans		0	0	0	0	0	0	4	16	0	20	\$660	
294														
295	3.4.D Final Right of Way Plans													
296	3.4.D.A Final Right of Way Plans		0	0	0	0	0	0	4	12	0	16	\$536	
297	3.4.D.B Field Review & Verify Property Owners		0	0	0	0	0	0	0	2	12	14	\$626	
298	3.4.D.C Record Centerline Plat and all appropriate documents		0	0	0	0	0	0	0	0	4	4	\$188	
299														
300	Subtotal 3.4 Right of Way Plans		0	0	0	0	0	0	76	240	28	344	\$11,872	
301														
302	Task 3.5 Prepare Environmental Document													
303	3.5.A Prepare Environmental Document		0	0	0	0	0	0	0	0	0	0	\$0	
304														
305	Subtotal 3.5 Prepare Environmental Document		0	0	0	0	0	0	0	0	0	0	\$0	
306														
307	Task 3.6 Environmental Commitments and Plan Notes													
308	3.6.A Environmental Commitment Plan Notes		0	0	0	0	0	0	0	0	0	0	\$0	
309														
310	Subtotal 3.6 Environmental Commitments and Plan Notes		0	0	0	0	0	0	0	0	0	0	\$0	
311														
312	Task 3.7 Prepare Cost Estimates and Revise Milestones													
313	3.7.A Roadway/Interchange Costs		0	2	8	0	2	0	0	0	0	12	\$527	
314	3.7.B Structure Costs		0	0	0	0	0	0	0	0	0	0	\$0	
315	3.7.C Utility Costs		0	0	0	0	0	0	0	0	0	0	\$0	
316														
317	Subtotal 3.7 Prepare Cost Estimates and Revise Milestones		0	2	8	0	2	0	0	0	0	12	\$527	
318														
319	Task 3.8 Project Management for Environmental Engineering Phase													
320	3.8.A Meetings		10	10	2	0	0	0	0	0	0	22	\$1,422	
321	3.8.B General Oversight		6	12	0	0	0	0	0	0	0	18	\$1,104	
322	3.8.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
323	3.8.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
324														
325	Subtotal 3.8 Project Management for EE Phase		16	22	2	0	0	0	0	0	0	40	\$2,526	
326														
327	Task 3.9 Limited Review													
328	3.9.A QA/QC for Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
329														
330	Subtotal 3.9 Limited Review		0	0	0	0	0	0	0	0	0	0	\$0	
331														
332	SUBTOTAL Phase 3		16	31	48	16	119	0	76	240	28	574	\$21,005	
333														
334	Phase 4 - Final Engineering and R/W Phase													
335														
336	Task 4.1 Right of Way Acquisition													
337	4.1.A Right of Way Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
338														
339	Subtotal 4.1 Stage 3 Right of Way Acquisition		0	0	0	0	0	0	0	0	0	0	\$0	
340														
341	Task 4.2 Stage 3 Detailed Design Plans													
342	4.2.A Quantities and Notes													
343	4.2.A.A Pavement Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
344	4.2.A.B Drainage Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
345	4.2.A.C Roadway Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
346	4.2.A.D Earthwork and Seeding Subsummary		0	0	0	0	0	0	0	0	0	0	\$0	
347	4.2.A.E General Summary Sheet		0	2	8	0	16	0	0	0	0	26	\$926	
348	4.2.A.F General Notes		0	1	2	0	6	0	0	0	0	9	\$314	
349	4.2.A.G Driveway Subsummary or Driveway Details (if incl. on same sheet)		0	1	1	0	2	0	0	0	0	4	\$154	
350														
351	4.2.B Drainage													
352	4.2.B.A Storm Sewer Profiles		0	0	0	0	0	0	0	0	0	0	\$0	
353	4.2.B.B Culvert Detail Sheet incl. headwall and wingwall details		0	0	0	0	0	0	0	0	0	0	\$0	
354	4.2.B.C Channel Relocation Details		0	0	0	0	0	0	0	0	0	0	\$0	
355	4.2.B.D Underdrain details		0	0	0	0	0	0	0	0	0	0	\$0	
356	4.2.B.E BMP Details		0	0	1	0	2	0	0	0	0	3	\$103	
357														
358	4.2.C Traffic Control Plans													
359	4.2.C.A Signing and Pavement Marking Plans		0	0	1	0	1	0	0	0	0	2	\$75	
360														
361	4.2.D Miscellaneous													
362	4.2.D.A Prepare FAA Form 7460-1 for Airway/Highway Clearance		0	0	0	0	0	0	0	0	0	0	\$0	
363	4.2.D.B Project Site Plan		0	0	2	2	6	0	0	0	0	10	\$343	
364	4.2.D.C Title Sheet		0	0	0	0	0	0	0	0	0	0	\$0	
365														
366	4.2.E Maintenance of Traffic													
367	4.2.E.A MOT Plan Sheets		0	0	1	0	2	0	0	0	0	3	\$103	
368														
369	Subtotal 4.2 Stage 3 Detailed Design Plans		0	4	16	2	35	0	0	0	0	57	\$2,018	
370														
371	Task 4.3 Prepare Cost Estimates and Revise Milestones													
372	4.3.A Roadway/Interchange Costs		0	2	8	0	2	0	0	0	0	12	\$527	
373	4.3.B Right of Way Costs		0	0	0	0	0	0	0	0	0	0	\$0	
374	4.3.C Structure Costs		0	0	0	0	0	0	0	0	0	0	\$0	
375	4.3.D Utility Costs		0	0	0	0	0	0	0	0	0	0	\$0	
376														
377	Subtotal 4.3 Prepare Cost Estimates and Revise Milestones		0	2	8	0	2	0	0	0	0	12	\$527	
378														
379	Task 4.4 Final Plan Package													
380	4.4.A Submission of Final Tracings and Documentation		0	2	4	0	8	0	0	0	0	14	\$514	
381														
382	Subtotal 4.4 Final Plan Package		0	2	4	0	8	0	0	0	0	14	\$514	
383														
384	Task 4.5 Project Management for Final Engineering and R/W Phase													
385	4.5.A Meetings		6	6	0	0	0	0	0	0	0	12	\$798	
386	4.5.B General Oversight		3	6	0	0	0	0	0	0	0	9	\$552	
387	4.5.C Project Set Up		0	0	0	0	0	0	0	0	0	0	\$0	
388	4.5.D Non Routine (Soft) Items		0	0	0	0	0	0	0	0	0	0	\$0	
389														
390	Subtotal 4.5 Project Management for FE and R/W Phase		9	12	0	0	0	0	0	0	0	21	\$1,350	
391														

	A	B	H	I	J	K	L	M	N	O	P	Q	R	S
19	Task Description		Prin.	Proj Mgr	Sr. Engr.	Proj Engr	Tech	Clerical	Survey Mgr	R/W Tech	Survey Crew	Total Hours	Labor Costs	
392														
393														
394														
395	SUBTOTAL Phase 4		9	20	28	2	45	0	0	0	0	104	\$4,409	
396														
397														
398	SUBTOTAL Phases 1-4		33	96	232	26	357	4	125	302	117	1280	\$49,583	
399														
400														
401														
402	If Authorized Items													
403														
404														
405	Task 4.6 Pre-Bid Activities													
406	4.6.A Pre-Bid Questions		0	0	0	0	0	0	0	0	0	0	\$0	
407														
408	Subtotal 4.6 Pre-Bid Activities		0	0	0	0	0	0	0	0	0	0	\$0	
409														
410	Task 4.7 Plan Revisions due to R/W Negotiations													
411	4.7.A Plan Revisions due to R/W Negotiations		0	4	0	0	0	0	4	16	0	0	\$864	
412														
413	Subtotal 4.7 Plan Revisions due to R/W Negotiations		0	4	0	0	0	0	4	16	0	0	\$864	
414														
415	Task 4.8 Temporary Staking for Utilities and Appraisals													
416	4.8.A Temporary Staking for Utilities and Appraisals		0	2	0	0	0	0	4	0	12	0	\$830	
417														
418	Subtotal 4.8 Temporary Staking for Utilities and Appraisals		0	2	0	0	0	0	4	0	12	0	\$830	
419														
420	Task 4.9 Setting R/W Pins after Acquisition													
421	4.9.A Setting R/W Pins after Acquisition		0	0	0	0	0	0	3	12	0	15	\$495	
422														
423	Subtotal 4.9 Setting R/W Pins after Acquisition		0	0	0	0	0	0	3	12	0	15	\$495	
424														
425														
426	Phase 5 - Construction Phase													
427														
428	Task 5.1 On-Going Services During Construction													
429	5.1.A On-Going Services During Construction		0	0	0	0	0	0	0	0	0	0	\$0	
430														
431	Subtotal 5.1 On-Going Services During Construction		0	0	0	0	0	0	0	0	0	0	\$0	
432														
433	SUBTOTAL If Authorized Items		0	6	0	0	0	0	11	28	12	15	\$2,189	
434														
435														
436	SUBTOTAL Phases 1-4 and If Authorized Items		33	102	232	26	357	4	136	330	129	1295	\$51,772	
437														
438														
439														

EXHIBIT "A"

EXHIBIT

EXHIBIT "A"



FINAL FEE PROPOSAL NARRATIVE

EXHIBIT "A"

ERI-CR 5-2.85 (Perkins Avenue) PID No. 113959
Task List/Scope of Services

Survey limits have been established based on what is required for the roadway resurfacing, new sidewalk, and waterline installation. It also includes areas needed to install curb ramps compliant with ODOT standards. The resurfacing on Merriweather will extend through the small section to meet the new asphalt from a recent resurfacing. Since the need for R/W and/or number of parcels that may have acquisition is currently unknown, we have estimated 4 ownerships for the purposes of this proposal (one west of Pipe Creek for sidewalk installation, two corners at Pipe Street for curb ramps, and one at Remington for curb ramp).

Within the limits of the resurfacing, new sidewalk, and waterline portion of the project, the topographic survey will cover R/W to R/W plus approximately 25' beyond the existing R/W on the north side including locating the fronts of the buildings. Within the limits of the new sidewalk only installation to the west of the resurfacing limits, the topographic survey will cover from the existing R/W to the centerline of Perkins Avenue as well as approximately 25' beyond the existing R/W on the north side. The topographic survey on the south side of the centerline will locate drainage features only.

The roadway distances estimated (including intersection areas) are as follows:

E. Perkins Avenue – 3,000'

Pipe Street and Remington Avenue – 50' each

Merriweather Road – 100'

Total distance for all roads/intersections is 2,900' (0.55 miles).

AER DESIGN

Task 2.3.A.B – Monumentation Recovery – Existing Centerline and R/W and Monumentation Recovery - Property Lines

Services do not include setting permanent monuments.

Task consists of two subtasks – Existing Centerline and R/W, and Property Lines.

The subtask of Existing Centerline and R/W includes research of existing plans and other Public Land Survey System or boundary records, field search and location of existing monumentation or other applicable monuments needed to set up the existing Centerline of R/W alignment.

The subtask of “Property Lines” includes records research of existing surveys, plats, deeds and easements, field search and location of existing boundary monuments and other field evidence as needed to define property lines per minimum Boundary Survey Standards to prepare a R/W Plan per ODOT specifications.

Task 2.3.A.C – Base Mapping (incl. field verify) – R/W Project

A separate subconsultant to provide traffic control during the survey activities is not anticipated to be needed and therefore costs are not included.

Task 2.3.A.F. – Establish property lines, tax id, and ownerships on base map

Title Reports for up to 4 parcels will be completed by subconsultant OR Colan.

There are 12 ownerships along the north side of the project. Task includes review of public records and existing information to depict property lines and ownerships on the base map.

Task 2.3.A.G. – Property Owner Notification

Letter and list of property owners will be provided to City, City will print on letterhead, sign and mail.

Estimated 12 ownerships on the north side within the project area including the area where new sidewalk is being installed as well as the intersection corners for new curb ramps.

Task 2.3.E.A. – Utility Coordination and Documentation

Estimated 4 hours for determining existing utilities in the area, coordination with the utilities on location, existing plans, etc.

Stage 1 Design

All tasks in Stage 1 Design include initial sheet set-up.

Task 2.7.A.B Schematic Plan

Assumed 2 sheets.

Task 2.7.A.C – General Notes

Assumed 3 sheets.

Task 2.7.A.D Typical Sections

Assumed 5 typical sections (existing, resurfacing normal section, resurfacing full super section, resurfacing super transition section, and sidewalk at west end).

Task 2.7.A.E Cross Sections

Use partial sections (from centerline to the north for the new sidewalk installation only) at 50' intervals. $2,800' / 50' = 56$ partial sections.

Task 2.7.A.F – Plan and Profile

Assumed 400' per sheet. $2,800' / 400' =$ Use 7 sheets.

Task 2.7.A.I – Superelevation Table

Include superelevation table to re-establish cross slopes with resurfacing. 1 sheet.

Task 2.7.A.J – Intersection Details

Includes two “T” intersections (Pipe Street and Remington Avenue) including designing PROWAG compliant curb ramps.

Task 2.7.A.L – Driveway Details

Includes driveway detail sheet with drive table and drive typical sections, as well as drive profiles. Estimated 12 driveways.

Task 2.7.A.N. – Traffic Control

Majority of project striping to be handled by typical section and general note with plan view at Remington Avenue to show the left turn lane. New traffic control signing is not anticipated. Estimated 2 sheets (one for typical section/notes and one plan view at Remington).

Task 2.7.B.D – Drainage Calculations

Consists of calculations for both ditches and storm sewer. Estimated 400' of storm sewer anticipated primarily west of Pipe Creek.

Task 2.7.B.E – BMP Design

Includes selecting appropriate BMP, preliminary calculations and layout.

Task 2.7.C.A. – Utility Coordination and Documentation

Includes sending plans to utilities, updating utility coordination file and spreadsheet, and continuing coordination with utility companies.

Task 2.7.D.A – Geotechnical Services and Report

Services to be provided by subconsultant SME. Roadway coring will include one (1) bore west of the bridge that will also be used as a reference for the new waterline. See SME fee proposal for scope and fee.

Task 2.7.F.A - Prepare Roadway Cost Estimate

Used “low” effort of 24 hours.

Task 2.7.G.A – Maintenance of Traffic General Notes

It is anticipated maintenance of traffic will be handled via plan notes and no plan sheets will be needed. Task includes reviewing maintenance of traffic methodology and selecting/developing necessary plan notes.

Task 2.8.B. – General Oversight

Task includes internal coordination, coordination with subconsultants, client, and ODOT.

Stage 2 Design

All tasks in Stage 2 Design include minor updates to sheets and adding plan details/information as appropriate for Stage 3 level of design as well as addressing review comments unless otherwise noted.

Task 3.3.J.A – Utility Coordination and Documentation

Includes sending plans to utilities, updating utility coordination file and spreadsheet, and continuing coordination with utility companies.

Task 3.3.J.B – Water Works Plan, Details, and Notes

Includes plan and profile, as well as details per City standards.

Task 3.3.K.A – Finalize Geotechnical Investigation and Report

Services to be provided by subconsultant SME. See SME fee proposal for scope and fee. Costs are included as a Direct Cost under Task 2.7.D.A.

R/W Plans

Assumed 4 parcels which are marked numerically with a circle on the exhibit included with this proposal.

Task 3.4.A – Conceptual Right of Way Plan Review

Plan submittal will include .pdf “strip” plots of the proposed takes with shape and type of take shown only.

Task 3.4.B.A – Legend Sheet

Will be one sheet.

Task 3.4.B.B. – Centerline Survey Plat

Estimated 2 sheets.

Task 3.4.B.C. – Property Map

Estimated 2 sheets.

Task 3.4.B.D. – Summary of Additional R/W

Estimated one sheet. All ownerships will need to be listed, but only detailed information will be included for parcels with takes (assumed to be 4).

Task 3.4.B.E – Detailed ROW Plan Sheets

Estimated 400'/sheet. Assumed 1 sheet at parcel west of Pipe Creek, 1 sheet at Pipe Street, and 1 sheet at Remington Avenue. Assumed separate Topo and Boundary Sheets for a total of 6 sheets.

Task 3.4.B.G – Legal Descriptions and Closure Calculations

Estimated one permanent and one temporary take per parcel. 4 parcels estimated. Total of 8 legal descriptions with closure calculations.

Task 3.4.B.I – Field Review

Includes travel time, as well as plan revisions for any topo updates.

Task 3.4.C – Compliance Right of Way Plans

This is a recent ODOT required submittal that will incorporate any comments received on the Preliminary R/W plans.

Task 3.4.D.A – Final Right of Way Plans

Estimated 12 sheets and 8 legals/closures.

Task 3.4.D.B – Field Review and Verify Property Owners

Includes travel time, as well as plan revisions for any topo and/or property owner updates.

Task 3.4.D.C – Record Centerline Plat and all appropriate documents

O.R. Colan will record R/W takes; see O.R. Colan Associates fee proposal for scope and fee.

BRAMHALL will record the Centerline Plat. Task includes direct costs of \$149.60 for recording fees (\$74.80/sheet with 2 sheets needing recorded).

Task 3.8.A - Meetings

Assumed one (1) meeting with client and five (5) LPA Quarterly Workplan Meetings (via Teams).

Task 3.8.B – General Oversight

Task includes internal coordination, coordination with subconsultants, client, and ODOT.

Task 4.1 R/W Acquisition

Services to be provided by subconsultant O.R. Colan Associates. Assumed 4 parcels. See O.R. Colan Associates fee proposal for scope and fee.

Stage 3 Detailed Design Phase

All tasks in Stage 3 Detailed Design Phase include minor updates to sheets and adding plan details/information as appropriate for Stage 3 level of design as well as addressing review comments unless otherwise noted.

Task 4.1.A.E – General Summary Sheet

Includes sheet creation.

Task 4.1.D.B – Project Site Plan

Includes sheet creation.

Task 4.3.A – Submission of Final Tracings and Documentation

Does not include bid documents.

Task 4.4.A – Meetings

Assumed three (3) LPA Quarterly Workplan Meetings (via Teams).

Task 4.4.B – General Oversight

Task includes internal coordination, coordination with subconsultants, client, and ODOT.

ITEMS ON TASK LIST INCLUDED AS “IF AUTHORIZED”

Task 4.6.A – Pre-Bid Questions

Due to the unknown nature of what questions could be received, entered a budget estimate of \$2,500 for this task.

Task 4.7.A – Plan Revisions due to R/W Negotiations

Task consists of updating plans for any revisions needed as R/W is acquired. Due to unknown nature of what revisions could be needed, entered hours estimates for Project Manager, Survey Manager, and Technician.

Task 4.8.A – Temporary Staking for Utilities and Appraisals

Task consists of temporarily staking the R/W for the appraiser and/or any utilities. Due to the unknown nature of this work, entered hours estimates for Project Manager, Survey Manager, and Survey Crew.

Task 4.9.A – Setting R/W Pins after Acquisition

Task consists of setting permanent pins. Also includes travel time.

Task 5.1.A – On-Going Services During Construction

Task consists of responding to RFI's, plan interpretation, attendance at any meetings, and any other coordination/assistance needed during construction. This task does not take the place of nor supplement the duties of a separately Construction Administration, Inspection, and Testing firm. Due to the unknown nature of what assistance may be needed, entered a budget estimate of \$5,000 for this task.

SUBCONSULTANT FEE PROPOSAL – SME

EXHIBIT "A"



9375 Chillicothe Road
Kirtland, OH 44094-8501

T (440) 256-6500

www.sme-usa.com

September 13, 2022

Ms. Valerie Kilmer, PE
Project Manager
Bramhall Engineering & Surveying Company Inc
801 Moore Rd
Avon, OH 44011

Via E-mail: vkilmer@bramhall-engineering.com

RE: Proposal for Geotechnical Evaluation Services
East Perkins Avenue - Sandusky
Sandusky, OH
SME Proposal No. P01799.22

Dear Ms. Kilmer:

SME would be pleased to provide you with geotechnical evaluation services for the East Perkins Avenue Improvements project. This proposal is submitted in response to your email sent to Brendan Lieske of SME on May 11, 2022.

In preparation of this proposal, SME reviewed the ERI-CR 5-2.85 PID 113959 Roadway Improvement exhibit prepared by Bramhall Engineering & Surveying Company (undated), which included a layout of the existing road and the proposed sidewalk extension, waterline replacement, and pavement resurfacing areas.

SITE CONDITIONS AND PROJECT DESCRIPTION

The project site is located along East Perkins Avenue in Sandusky, Ohio. The project extents are about 1,785 feet starting about 900 feet east of Milan Road and terminating at Remington Avenue. This section of East Perkins Avenue is a two-lane asphalt paved road with one additional turn lane at the Remington Avenue intersection. The existing right-of-way consists mostly of grass lawn and small gravel shoulders in some areas.

We understand the project will consist of pavement resurfacing, new sidewalks, and a section of waterline replacement. The plans provided by Bramhall indicate the existing bridge over Pipe Creek will be replaced separately from this project by the Erie County Engineer's Office.

Bramhall has requested that SME obtain pavement cores throughout the project length and perform borings west of the bridge to provide recommendations for the waterline replacement. The scope for this proposal does not include field exploration, laboratory testing, or geotechnical engineering services for the bridge replacement and sidewalk addition. The scope also does not include engineering recommendations for subgrade preparation.

We understand geotechnical services for this project will need to be performed in accordance with the current ODOT standards.

SCOPE OF SERVICES

Based on our understanding of the project, our geotechnical evaluation services will include the following:

1. Prepare a site-specific safety plan for the field work using SME's Health and Safety Checklist. This includes a Job Hazard Analysis for each activity performed by SME crew on site.
2. Coordinate with the City of Sandusky, Erie County, and ODOT District 3 to determine if there are any restrictions for performing our field services and obtain a road work permit, if required.
3. Stake/mark the borings and cores at locations determined by SME.
4. Contact OUPS to locate and mark public utilities.
5. Hire a subcontractor to provide TA-10 traffic control during our field testing.
6. Mobilize a drill rig to the site to drill two Standard Penetration Test (SPT) borings within the planned waterline replacement limits. The borings will extend to a depth of eight feet below the top of subgrade and will be sampled continuously for the full depth. We will record groundwater levels in the borings during and immediately after drilling.
7. Perform pavement coring at seven locations, two at the boring locations and five east of the planned bridge replacement. At each location, we will core the pavement, collect a sample of the base material, collect a hand auger sample of the subgrade, and measure the thickness of the pavement layers.
8. After completion of drilling and coring, the boreholes will be backfilled with a blend of auger cuttings and bentonite. Boring and core holes in the pavement will be patched with asphalt cold patch.
9. Perform laboratory tests according to ODOT standards including:
 - a. Visual soil classification on recovered samples.
 - b. Moisture content and hand penetrometer or Torvane shear strength tests on portions of recovered cohesive samples.
 - c. Two complete classifications, including Atterberg limits and hydrometer.
10. Summarize our findings in a letter report in accordance with ODOT SGE that will include:
 - a. An Executive Summary.
 - b. Descriptions of the existing pavement conditions and project information.
 - c. Descriptions of the site geology.
 - d. A summary of information from historical boring logs (if available).
 - e. Descriptions of the field and laboratory testing programs.
 - f. Descriptions of the soil and groundwater conditions encountered in the borings.
 - a. Recommendations relating to the water line replacement including trenching operations, OSHA soil type for trench stability, dewatering, subgrade repairs, and lateral pressures for shoring systems.
 - g. Boring logs prepared in ODOT format that will include a description of the soils encountered and the results of the field and laboratory tests.
 - h. Photo logs prepared for each pavement core.
 - i. Boring Location diagram.

ASSUMPTIONS AND LIMITATIONS

The following assumptions were made in preparing our scope of services and professional services fee:

1. The attached SME Special Conditions for Drilling and Excavation (03/15) is an integral part of this proposal and contains additional information about the terms of our services.
2. We have assumed the boring locations are accessible with a truck-mounted drill rig.
3. We will perform the field exploration Monday through Friday during normal business hours. Additional fees will be required for field services required by Client or others during off-hours or weekends.
4. We have not budgeted for delays (e.g., waiting for site access or contact personnel, time for meetings, etc.) once the drill rig arrives at the site.
5. We have budgeted for one day of traffic control. If additional traffic control is required, additional fees will apply.
6. If traffic control is provided by the city, our fee will be reduced by \$800.
7. Bramhall will survey our boring locations after completion of our field services and provide SME with the surface elevation, latitude, longitude, station, and offset for each boring location.
8. Our evaluation, report, and logs will conform with the 2022 ODOT Specification for Geotechnical Engineering (SGE).
9. ODOT Soil Profile Sheets are not required for this project and are not included in our scope of services.
10. Stage 2 and Final Plan review is not included in our scope/fee; however, this service can be provided for an additional fee if requested.
11. Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include the following:
 - a. Additional drilling due to unsuitable soils
 - b. Rock coring
 - c. Pavement recommendations
 - d. Subgrade recommendations
 - e. Environmental assessments
 - f. Cost or quantity estimates
 - g. Preparation or review of plans and specifications
 - h. Construction material services

PROFESSIONAL SERVICES FEE

Based on the scope of services outlined above, our cost plus budget will be **\$9,071.00**. An ODOT fee proposal spreadsheet showing a breakdown of our fees is attached. If further services are required for this project that go beyond the scope of services outlined in this proposal, additional fees will be required, and we will contact you.

SCHEDULE

We anticipate we can commence the field exploration within about four weeks after receiving authorization to proceed. The field exploration should take about one day to complete. Once the field exploration is finished, the laboratory testing and the written report can normally be completed within about 20 business days. However, draft logs can normally be provided sooner, if desired.

AUTHORIZATION

The SME General Conditions attached to this proposal will govern our services. Please sign and provide the appropriate information on the attached General Conditions sheet and return this proposal to SME.

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

We look forward to teaming with you on this project. If you have questions concerning our scope of services or our fee, please contact us.

Sincerely,

SME

Thomas P. Olding, PE
Senior Staff Engineer

Brendan P. Lieske, PE
Senior Project Engineer

EXHIBIT "A"

ATTACHMENTS: SME Special Conditions for Drilling and Excavation (03/15)
SME General Conditions – Commercial (03/15)
Important Information About This Geotechnical Engineering Proposal
ODOT Fee Proposal

SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

1. **RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
2. **RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
3. **PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
4. **UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
5. **SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
6. **TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
7. **FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
8. **RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
9. **VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
10. **SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
11. **TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

- 14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES:** CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: _____

Project Name: _____

Project Location: _____

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.

EXHIBIT "A"



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

EXHIBIT "A"

ERI-CR 5-2.85

113959

**Pavement Coring for Roadway Resurfacing and Borings for Utility
Installation**

SME

Prepared By: **Brendan Lieske**

Date prepared: **September 13, 2022**

**Brendan Lieske
9375 Chillicothe Road
Kirtland, Ohio**

**(440) 256-6500
brendan.lieske@sme-usa.com**

GEOTECHNICAL EXPLORATION PROPOSAL				LABOR HOURS						
C/R/S :	ERI-CR 5-2.85			HOURLY RATES						
PID NO.:	113959			Personnel Category			Salary Rate			
CONSULTANT:	SME			Chief Consultant, PE			\$58.20 Esser			
				Project Manager, PE			\$49.00 Lieske			
				Senior Staff Engineer			\$33.00 Olding			
				Project Consultant			\$38.00 Fazio			
				CAD Technician			\$25.00 Mahany			
				Staff Engineer			\$27.00 Pelak			
				Safety			\$24.00 Hamel			
				Administrative Assistant			\$21.00 Smith			
DATE:	September 13, 2022									
HOURS BY PERSONNEL CATEGORY										
Task	Chief Consultant	Project Engineer	Senior Staff Engineer	Project Consultant	CAD Technician	Driller	Safety	Admin	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	0	0	2	0	0	0	0	0	2	\$66
Field Reconnaissance	0	0	0	8	0	0	0	0	8	\$304
Exploration Plan	0	0	0	0	0	0	0.5	0.5	1	\$23
Subtotal	0	0	2	8	0	0	0.5	0.5	11	\$393
FIELD COORDINATION										
Field Coordination	0	2	0	2	0	0	0	0	4	\$174
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0
Subtotal	0	2	0	2	0	0	0	0	4	\$174
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	3	3	12	0	2	0	0	1	21	\$789
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	3	3	12	0	2	0	0	1	21	\$789
LABOR TOTAL ALL PARTS	Total	3	5	14	10	2	0	1.5	36	\$1,356

GEOTECHNICAL EXPLORATION PROPOSAL			FIELD EXPLORATION			
C/R/S :	ERI-CR 5-2.85					
PID NO.:	113959					
CONSULTANT:	SME					
DATE:	September 13, 2022					
Task	Quantity	Unit	Unit Cost	Cost	Task Description	
Mobilization/Demobilization	1 lump		\$625.00	\$625	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			\$625			
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-10	1 days	\$800.00	\$800		
Typical Application No.		days		\$0		
Railroad Traffic Control		days		\$0		
Subtotal			\$800			
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	6 in.	7 each	\$200.00	\$1,400		
Core Diameter		in.		\$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)	16	16 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	16 feet		\$20.00	\$320		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0		
Permanent Borehole Sealing	16 feet		\$8.00	\$128		
Skid Drilling						Includes press, preservation, transport, and extraction, minimum 50% recovery
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		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge Drilling					Includes press, preservation, transport, and extraction, minimum 50% recovery	
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		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge		days		\$0		
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)						
		each		\$0		
Instrument Readings		trips		\$0		
Subtotal			\$1,848			
Direct Costs						
Drill Crew Meals and Lodging				\$0		
Other (describe)				\$0		
Subtotal			\$0			
FIELD EXPLORATION TOTAL ALL PARTS			Total	\$3,273		

LABORATORY TESTING

DATE: **September 13, 2022**

	Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
		AASHTO	ASTM					
Soil Testing								
	Complete Classification	Multiple	Multiple	2	each	\$173	\$346	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	6	each	\$14	\$84	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	QDOT 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							\$430	
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	\$430

GEOTECHNICAL EXPLORATION PROPOSAL		DIRECT COSTS			
C/R/S :	ERI-CR 5-2.85				
PID NO.:	113959				
CONSULTANT:	SME				
DATE:	September 13, 2022				
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	170	mile	\$0.52	\$88.40	
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				\$88.40	
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				\$88.40	
GEOTECHNICAL EXPLORATION REPORT					
(describe)	0		\$0.00	\$0.00	
(describe)	0		\$0.00	\$0.00	
Subtotal				\$0.00	
DIRECT COSTS TOTAL ALL PARTS			Total	\$88.40	

SUBCONSULTANT FEE PROPOSAL – O.R. COLAN ASSOCIATES

EXHIBIT "A"

July 20, 2022

Val Kilmer
Bramhall Engineering and Surveying Company
801 Moore Road
Avon, Ohio 44011
vkilmer@bramhall-engineering.com

**Re: ERI CR 5 2.85 PID 113959
R/W Acquisition Services**

Dear Ms. Kilmer:

O.R. Colan Associates (ORC) is pleased to submit a cost proposal for R/W Acquisition services for the above noted roadway project. ORC will provide all services in accordance with the Ohio Department of Transportation's Real Estate Policy and Procedures Manual and the Federal Uniform Relocation Assistance Act. The scope of services will follow The Office of Real Estate's Scope Definitions for Right of Way Services, Revised 8/29/14. ORC's proposal services include Project Management, Title Research, Title Updates, Appraisal, Negotiation, Closings and Recordings. At this time of this proposal, final R/W plans were not available therefore we have estimated certain tasks including appraisal formats and closings. The plan sheet utilized for this proposal has been attached. Once final plans are developed ORC reserves the right to review the estimated appraisal formats/fees. ORC has proposed title updates based on the assumption that title reports will be completed during design and updates will be completed when ORC is authorized after final R/W plans have been approved.

ORC is ready to begin upon notice to proceed. We appreciate the opportunity to work with the City of Sandusky and Bramhall on this project. If you require additional information or need clarification, feel free to call me at 440.827.6116, ext. 205.

Respectfully,



Benjamin Zera
Project Manager

Cc: Project File

Cost Proposal

ERI CR 5 2.85 PID 113959

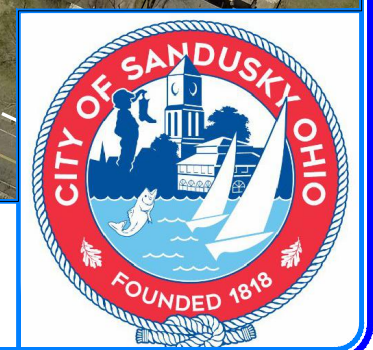
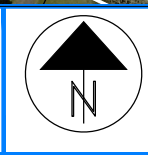
O.R. Colan Associates

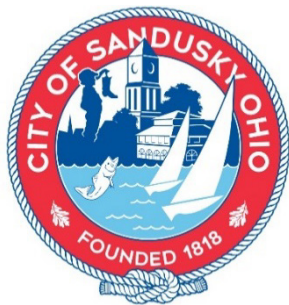
Date: 22-Jul-22

Parcel/Take	Appraisal Format	Appraisal Fee	PM Fee	Title Report	Title Update	Negotiation	Closing	Recordings
1	Value Finding	\$ 1,650.00	\$ 1,000.00	\$ 775.00	\$ 250.00	\$ 2,200.00	\$ 700.00	\$ 75.00
2	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 775.00	\$ 250.00	\$ 2,200.00	\$ 700.00	\$ 75.00
3	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 500.00	\$ 250.00	\$ 2,200.00	\$ 500.00	\$ -
4	Value Analysis	\$ 850.00	\$ 1,000.00	\$ 775.00	\$ 250.00	\$ 2,200.00	\$ 700.00	\$ 75.00
		\$ 4,200.00	\$ 4,000.00	\$ 2,825.00	\$ 1,000.00	\$ 8,800.00	\$ 2,600.00	\$ 225.00

Total \$ 23,650.00

EXHIBIT "A"





DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Jeffrey Meinert, WWTP Superintendent

Date: November 21, 2022

Subject: **Commission Agenda Item – Purchase a Replacement Baldor Motor for the Aeration Tank at the Wastewater Treatment Plant from Gardner Denver Nash, LLC of Charleroi, PA**

ITEM FOR CONSIDERATION: Legislation approving the purchase of a replacement Baldor Motor for the aeration tank at the Wastewater Treatment Plant from Gardner Denver Nash, LLC of Charleroi, PA.

BACKGROUND INFORMATION: As part of the disinfection process at the Wastewater Treatment Plant, there is an aeration tank used for biological and nutrient removal, which uses an aeration blower for the process operated by a motor. At the end of October it was discovered the electric motor was not operating and sent out for diagnostics with a third party. It was discovered that the electric motor is in need of extensive repair work, which could cost up to fourteen thousand dollars.

Staff at the plant worked through various vendors to find an electric motor that would match up to the existing aeration blower, most of which could offer an electric motor, but no guarantee it would work sufficiently with the existing aeration blower system. However, staff was successful with reaching out to the manufacturer of the aeration blower, who provided a quote for a replacement motor which will work with the current system in place at the plant. Gardner Denver Nash, LLC is an authorized distributor for ABB Motors and Mechanical Inc., who is the sole provider of Baldor motors and products.

The system is currently running on two redundant aeration blowers to keep all processes in place, but it is necessary to order the replacement motor immediately.

BUDGETARY INFORMATION: The cost for the replacement motor shall not exceed \$18,951.26 and shall be paid for using Sewer Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving the purchase of a replacement Baldor Motor for the Aeration Tank at the Wastewater Treatment Plant from Gardner Denver Nash, LLC of Charleroi, PA be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for production to begin to assure a delivery time of four to six weeks.

I concur with this recommendation:

John Orzech, Interim City Manager

Aaron Klein, Director of Public Works

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



Fax:

Customer Quotation

Date: 11/21/2022
To: CITY OF SANDUSKY
Attn.: Jeff Meinert
From: Bonnie Walker

Quotation Number: 21445354

Gardner Denver Nash LLC **Engineered Systems**

200 Simko Blvd
Charleroi, PA 15022
724 239-1500 / 724 239-1503 (Fax)

Distribution Center

#6 Cermak Blvd.
St Peters, MO 63376
PH# 800-770-6274 / Fax # 636-279-1600

Service/Repair

6 Cermak Blvd.
St. Peters, MO 63376-1055
636 278-3502 / 636 279-1500 (Fax)



CUSTOMER QUOTATION

(Page 2 / 3)

Sold To:

CITY OF SANDUSKY
240 COLUMBUS AVE
SANDUSKY OH 44870

Ship To:

CITY OF SANDUSKY
240 COLUMBUS AVE
SANDUSKY OH 44870

Sold To No.	Customer Reference #/Our Refr #	Date Entered	Customer Reqd Date	Dist. Channel	Valid To	GD Quote No.
1000100	Sandusky Motor quote /	11/15/2022	11/15/2022	CF	02/15/2023	21445354

Item No	Qty	Material Number	Description	Gross Wgt Lbs	Total Net USD
002	1	FREIGHT	FREIGHT	0.0	1,250.00
		FREIGHT			
		Freight			
003	1	NEWNBRP	NEW NUMBER REQD, SEE ORDER TEX	0.0	17,526.00
			NEW PART NUMBER WILL APPEAR ON FINAL INVOICE		
Total Net Price Ex-works Shipping Point Charleroi PA in Currency USD					18,776.00
Packing & Handling					175.26

Given the exceptional economic situation leading to significant fluctuations in the price and delivery times of raw materials and freight and logistics' costs, Ingersoll's commercial offer is not binding and may be modified partially or in its entirety. If Ingersoll Rand suffers (or will suffer) delay and/ or incurs additional costs as a result of a raw materials, freight and logistic costs fluctuation then Ingersoll Rand will be entitled to an adjustment to the price and/or an extension of time. Ingersoll Rand will then submit a revised commercial offer to its Customer. If a raw materials, freight and logistics' costs fluctuation occurs, Ingersoll Rand will take all reasonable steps to mitigate the adverse impact of such raw materials, freight and logistics' cost fluctuation upon its commercial offer.

Except as agreed otherwise by Gardner Denver Nash LLC in writing, this Order shall be subject to and governed by Gardner Denver Nash LLC's Standard Terms and Conditions of Sale located at <https://www.gardnerdenver.com/en-us/hoffmanandlamson/about-us/download-library>

Customer Quotation



CUSTOMER QUOTATION

(Page 3 / 3)

Sold To:

CITY OF SANDUSKY
240 COLUMBUS AVE
SANDUSKY OH 44870

Ship To:

CITY OF SANDUSKY
240 COLUMBUS AVE
SANDUSKY OH 44870

Sold To No.	Customer Reference #/Our Refr #	Date Entered	Customer Reqd Date	Dist. Channel	Valid To	GD Quote No.
1000100	Sandusky Motor quote /	11/15/2022	11/15/2022	CF	02/15/2023	21445354

Item No	Qty	Material Number	Description	Gross Wgt Lbs	Total Net USD
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and all other terms and conditions, including any attached to, included with or referenced by any request, purchase order, acceptance or other material provided by the Buyer shall be deemed a material alteration and are hereby rejected.

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

Customer Quotation

CERTIFICATE OF FUNDS

In the Matter of: Gardner Denver Nash- Aeration Tank Replacement Motor

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 #613-5420-54000

By: _____



Michelle Reeder

Finance Director

Dated: 11/22/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A REPLACEMENT BALDOR MOTOR FOR THE AERATION TANK BLOWER AT THE WASTEWATER TREATMENT PLANT FROM GARDNER DENVER NASH, LLC OF CHARLEROI, PENNSYLVANIA, IN THE AMOUNT OF \$18,776.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant uses an aeration tank as part of the disinfection process for biological and nutrient removal and at the end of October it was discovered that the motor in the blower of the aeration tank was not operating and was sent out for diagnostics to a third party; and

WHEREAS, the motor needed extensive repair work estimated to cost up to \$14,000.00 and after considerable research, it was determined to replace the motor and contact was made with the manufacturer; and

WHEREAS, the system is currently running on a redundant blower to keep all processes in place, but it is necessary to order the replacement motor immediately; and

WHEREAS, Gardner Denver Nash, LLC of Charleroi, Pennsylvania, is an authorized distributor for ABB Motors and Mechanical Inc., who is the sole provider of Baldor motors and products; and

WHEREAS, the total cost for the replacement Baldor motor is \$18,776.00, plus an estimated \$175.26 for packing & handling, and these costs 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 to immediately place the order for production to begin to ensure a delivery time of 4-6 weeks; 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 directs the City Manager to purchase a replacement Baldor Motor for the Aeration Tank Blower at the

Wastewater Treatment Plant from Gardner Denver Nash, LLC of Charleroi, Pennsylvania, at an amount **not to exceed** Eighteen Thousand Seven Hundred Seventy Six and 00/100 Dollars (\$18,776.00).

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.

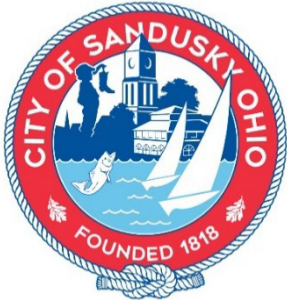
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 28, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager

From: Jonathan Holody, Director of Community Development

Date: November 16, 2022

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – Aldridge Restoration LLC

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement with Aldridge Restoration LLC for improvements to the property at 201 Fulton Street, Sandusky, Ohio.

Background Information: Aldridge Restoration LLC purchased the property at 201 Fulton Street in July 2022. At the time of the purchase, the eight unit building had been condemned and vacant for many years.

The Company will adaptively reuse the property and convert it into an eight-unit AirBNB facility for short-term (transient) rent for visitors. The total estimated cost of the improvements is \$500,000. The renovation project is expected to be completed by June 2024.

Once renovated, the property will be operated by a local property management company. The development will result in the employment of one part-time and two full-time permanent employees.

The proposed redevelopment project represents a significant investment on the western edge of Downtown Sandusky and will result in the elimination of a long-time blight from the neighborhood. Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on November 14, 2022.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also create three permanent employment positions subject to City income tax.

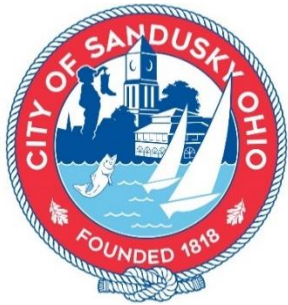
Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with the Company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

John Orzech
Interim City Manager

Jonathan Holody
Community Development Director

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



240 Columbus Avenue, 4th Floor
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

November 14, 2022

Yvonne Anderson, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

RE: ALDRIDGE RESTORATION, LLC - REQUEST FOR ENTERPRISE ZONE TAX ABATEMENT

Dear Ms. Anderson:

The City of Sandusky has received a request for Enterprise Zone tax abatement from Aldridge Restoration, LLC for the renovation of the buildings at 201 Fulton Street, Sandusky, Ohio. The company plans to invest at least \$500,000.00 and create at least three (3) employment positions with a total annual payroll of \$100,000.00 at the site.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy five percent (75%) of new real estate taxes for improvements made at the property for a period of ten (10) years.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools are hereby notified that the Sandusky City Commission will consider the proposed abatement at its meeting on November 28, 2022.

If you have any questions or concerns related to this project, please feel free to contact me by phone at (419) 627-5707 or by email at jholody@ci.sandusky.oh.us.

Sincerely,

Jonathan Holody

Enc. *Enterprise Zone Program Application – Aldridge Restoration, LLC*

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH ALDRIDGE RESTORATION LLC, RELATING TO PROPERTY LOCATED AT 201 FULTON STREET, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

WHEREAS, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

WHEREAS, Aldridge Restoration LLC, purchased property located at 201 Fulton Street in July 2022, which was an eight (8) unit building that had been condemned and vacant for many years, and plans to convert the property into an eight (8) unit AirBNB facility for short-term (transient) rental with improvements estimated at \$500,000.00; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from Aldridge Restoration LLC, for their development project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to positively impact the City economically; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated November 14, 2022; and

WHEREAS, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will create three (3) employment positions subject to City income tax; 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 the agreement and to ensure the full benefit of the abatement is realized; 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 Commission hereby approves the Enterprise Zone Agreement with Aldridge Restoration LLC, pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone with Aldridge Restoration LLC, on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance 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.

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: November 14, 2022

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and Aldridge Restoration LLC, an Ohio limited liability company, with mailing address of P.O. Box 11, Huron, Ohio 44839 (the "Company").

WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has purchased the property located at 201 Fulton Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel #59-01138.000, which may be amended, consolidated or subdivided, as the case may be. The Company now seeks to develop an eight-unit AirBNB facility for short-term (transient) rental for visitors at the site. The Company will invest at least \$500,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Community Development Director of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their

agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall develop an eight-unit AirBNB facility for short-term (transient) rental for visitors at the site. The Company estimates an anticipated investment for the Project of \$500,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by June 1, 2024.

2. The Company shall create or cause to be created the equivalent of two (2) new full-time job opportunities and one (1) part time job opportunity by June 1, 2024.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, no temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have 12 full-time permanent employees, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$100,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$75,000.00, permanent part-time \$25,000, temporary full-time \$0, and temporary part-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

Year of Tax Exemption

Tax Exemption Amount

YR 1

75%

YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2024 nor extend beyond 2034.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its

obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753, of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual

may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2022 and Aldridge Restoration LLC, by Corey Aldridge, its Owner, has caused this instrument to be executed on this ____ day of _____, 2022.

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, Interim City Manager

ALDRIDGE RESTORATION LLC
An Ohio limited liability company

By: _____
Corey Aldridge, Owner

EXHIBIT "1"

Approved as to form:

By: _____
Director of Law

Date: _____, 2022

EXHIBIT A

[Attach Application]

EXHIBIT "1"

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of _____ and _____ (enterprise) _____.

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Aldridge Restoration LLC

enterprise name

Corey Aldridge

contact person

419-602-7285

telephone number

PO Box 11, Huron, Ohio

address

44839

EXHIBIT "1"

- 1b. Project site:

Corey Aldridge

contact person

419-602-7285

telephone number

201 Fulton Street

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).

Real Estate Investing

- 2b. List primary 6 digit NAICS # _____ .
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Corey Aldridge (sole member of Aldridge Restoration)

4. Is business seasonal in nature? Yes___ No X

- 5a. State the enterprise's current employment level at the proposed project site:

N/A

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No X

- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 1 employee

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A

- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

No

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A
EXHIBIT "1"

8. Project Description (attach additional pages if necessary):

Renovation of the dilapidated and condemned building
located at 201 Fulton Street. The estimated
project cost is \$500,000 and estimated Projected timeline
is 18 months (Summer 2024)

9. Project will begin August, 2022 and be completed June, 2024 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 3

10b. State the time frame of this projected hiring: 1.5 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary)

2 Full time and 1 part time

employees):

11a. Estimate the amount of annual payroll such new employees will add \$ 100,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0

12. Market value of the existing facility as determined for local property taxation.
\$ 150,000

13a. Business's total current investment in the facility as of the proposal's submission.
\$ 650,000 (construction plus acquisition of property)

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ <u>150,000</u>	\$
B.Additions/New Construction:	\$ <u>500,000</u>	\$
C.Improvements to existing buildings:	\$	\$
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$	\$
F.Inventory:	\$	\$
Total New Project Investment:	\$	\$

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real _____ and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Submission of this application expressly authorizes (name of the local jurisdiction) and/off(name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Aldridge Restoration LLC

Name of Enterprise

Date

10/11/2022

Signature

Typed Name and Title

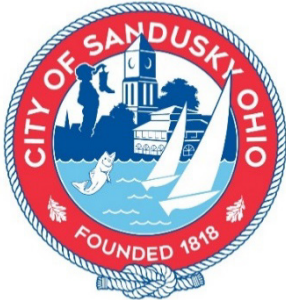
[Signature]

Corey Aldridge Owner

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager

From: Nicole Grohe, Community Development Program Administrator

Date: November 14th, 2022

Subject: Commission Agenda Item – Resolution Amendment-Permission to Bid CDBG FY21 Demolition Project #5

Item for Consideration: Resolution of necessity amending a previous Resolution for CDBG FY21- Demolition Project #5, involving the asbestos abatement and demolition of a commercial property.

Background Information: On October 24th, 2022, City Commission approved Resolution No. 057-22R which directed the City Manager to advertise and receive bids for the demolition and asbestos abatement of one property located at 1228 Osborne Street. The property has been ordered by the Chief Building Official for demolition. It is a commercial property and condemned and ordered demolished due to structural failure of the roof and second floor.

Since then a residential unit located at 402 Hendry Street has been ordered for demolition by the Housing Appeals Board. The city would like to bid both properties out jointly to obtain lower pricing. Therefore, this amendment requests seeks to add 402 Hendry St. to the CDBG FY-21 Demolition Project #5.

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.

Action Requested: It is requested that the proposed resolution for amendment for the CDBG FY21 Demolition Project #5 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 Program Administrator

I concur with this recommendation:

Jonathan Holody

Director of Community Development

John Orzech

Interim City Manager

cc: Brendan Heil, Law Director

Michelle Reeder, Finance Director

Cathy Myers, Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 057-22R, PASSED ON OCTOBER 24, 2022, AND DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH A MODIFIED CDBG FY21 DEMOLITION PROJECT #5; 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, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #5 by Resolution No. 057-22R, passed on October 24, 2022; and

WHEREAS, the original CDBG FY21 Demolition Project #5 involved asbestos abatement and demolition of the commercial structure located at 1228 W. Osborne Street, which was condemned and ordered for demolition by the City's Chief Building Official due to structural failure of the roof and second floor; and

WHEREAS, subsequent to approval of the Resolution and prior to advertising, a residential structure located at 402 Hendry Street was ordered for demolition by the Housing Appeals Board and it is recommended to bid out both properties together to obtain lower pricing; and

WHEREAS, the modified CDBG FY21 Demolition Project #5 involves the asbestos abatement and demolition of two (2) structures; a commercial structure located at 1228 W. Osborne Street, which was condemned and ordered for demolition by the City's Chief Building Official, and a residential structure located at 402 Hendry Street that was ordered for demolition by the 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

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 modified CDBG FY21 Demolition Project #5.

Section 2. This City Commission hereby declares it necessary to proceed with the modified CDBG FY21 Demolition Project #5 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 modified CDBG FY21 Demolition Project #5 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: November 28, 2022



PARKS & RECREATION DEPARTMENT

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

To: John Orzech, Interim City Manager

From: Jason Werling, Parks & Recreation Superintendent

Date: November 14, 2022

Subject: Commission Agenda Item – Purchase an enclosed pull along trailer for ice rink storage

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of an enclosed trailer from Gingerich Trailer Sales, LTD. 5815 State Route 39, Millersburg, OH 44654

BACKGROUND INFORMATION: At the September 26th commission meeting Ordinance 22-193 was passed authorizing the purchase of a synthetic ice rink from Global Synthetic Ice, as part of a programming series with Civista Bank. Staff issued a request for proposals (RFP) on October 13, 2022, soliciting vendors to provide a quote for an enclosed pull along trailer. The trailer will be used to store the ice rink in the off season. On October 27, 2022, three (3) proposals were received. A review committee comprised of Scott James, construction maintenance, and recreation staff reviewed all proposals and determined Gingerich Trailer Sales, LTD of Millersburg, Ohio submitted the lowest and best proposal on price, quality, and production time.

BUDGETARY INFORMATION: The total cost of the custom-built trailer will not exceed \$21,995.00 and will be paid with donated funds as part of a programming series with Civista Bank and expensed with funds from the Capital Fund appropriated for amenities at the Jackson Street Pier.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving the purchase of the enclosed trailer from Gingerich Trailer Sales, LTD Millersburg, Ohio in an amount not to exceed \$21,995.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the order to be placed and production to begin as soon as possible to ensure delivery prior to usage this winter as the lead time on delivery is 8-9 weeks.

I concur with this recommendation:

John Orzech
Interim City Manager

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

Gingerich Trailer Sales, Ltd

(Specializing in Trailer Sales, Rentals, Service and Parts)

5815 State Route 39 / Millersburg, OH 44654

Tel: 330-674-4441 / Fax: 330-674-4464

Email: gts@plainemails.com

Quote

Full Service Shop

Quick Turnarounds On Repairs

NAME CITY OF SANDUSKY SCOTT JAMES

DATE : 9/14/2022

ADDRESS

EMAIL - sjames@ci.sadusky.oh.us

PHONE # 419-656-9528

QUANTITY	ITEM DESCRIPTION	PRICE	AMOUNT
1	US GARGO 8.5 X 26 FLAT FRONT	\$ 14,975.00	\$ 14,975.00
1	2-- UPGRADED 7000LB TORSION AXLES W/ ELEC BRAKES	\$ 500.00	\$ 500.00
1	6" EXTRA HEIGHT 7' TALL	\$ 300.00	\$ 300.00
1	RAMP DOOR W/ BEAVERTAIL		\$ -
1	60" DBL SIDEDOOR	\$ 450.00	\$ 450.00
2	EXTRA HINGES ON SIDEDOOR	\$ 50.00	\$ 100.00
1	16" ROOF BOWS	\$ 210.00	\$ 210.00
1	12" WALL POSTS	\$ 185.00	\$ 185.00
1	12" FLOOR CROSSMEMBERS	\$ 210.00	\$ 210.00
1	REAR SKID BAR	\$ 185.00	\$ 185.00
1	SET GUSSETS IN REAR CORNERS	\$ 30.00	\$ 30.00
1	50 AMP ELEC. PACKAGE PANEL WITH BASE AND 25' CORD [includes 8- 18" 12v LED lights, 4- 110v recep's]	\$ 875.00	\$ 875.00
1	110V TO 12V CONVERTER	\$ 275.00	\$ 275.00
1	IN FLOOR BATT. BOX W/ BATT AND CHARGE LINE	\$ 350.00	\$ 350.00
1	13.5 BTU AC UNIT WITH HEATSTRIP	\$ 1,250.00	\$ 1,250.00
1	INSULATED CEILING WITH WHITE LINER	\$ 650.00	\$ 650.00
2	EXTRA BASIC DOME LIGHTS	\$ 25.00	\$ 50.00
1	ROOF VENT	\$ 50.00	\$ 50.00
1	WHITE WALLS	\$ 250.00	\$ 250.00
1	12V ELEC TONGUE JACK	\$ 425.00	\$ 425.00
			\$ -
2	ALUM TRANSITION FLAPS	\$ 165.00	\$ 330.00
1	SPARE STEEL WHEEL	\$ 240.00	\$ 240.00
	PRICE INCREASE SURCHARGE	\$ 1,455.00	\$ 1,455.00
	FREIGHT	\$ 485.00	\$ 485.00
	SUBTOTAL		\$ 23,830.00
	LESS ORDER DISCOUNT		\$ 1,835.00
	TOTAL		\$ 21,995.00

NOTES- Pricing is subject to future increases and correction!

NOTES-

X

CUSTOMER SIGNATURE

DOWNPAYMENT AMOUNT

ALL DOWNPAYMENTS ARE NONREFUNDABLE

X

CUSTOMER SIGNATURE

Sales, Ltd

als, Service and Parts)

sburg, OH 44654

tel: 330-674-4441 / fax: 330-674-4464

Email: gts@plainemails.com

Quote

CERTIFICATE OF FUNDS

In the Matter of: Ginerich trailer Sales- Enclosed Trailer

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 #431-6860-55300

By: _____



Michelle Reeder

Finance Director

Dated: 11/22/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A U.S. CARGO FLAT FRONT ENCLOSED PULL ALONG TRAILER FROM GINGERICH TRAILER SALES, LTD OF MILLERSBURG, OHIO, FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved a Naming Rights Agreement with Civista Bank for an ice skating rink at the Jackson Street Pier to be named “Civista Bank Ice Skating Rink” by Ordinance No. 21-055, passed on April 12, 2021; and

WHEREAS, this City Commission approved the expenditure of funds for the purchase of a Synthetic Ice Rink from Global Synthetic Ice of Oldsmar, Florida, by Ordinance No. 22-193, passed on September 26, 2022, and at this time were informed of future legislation to purchase a trailer to store and transport the new ice rink; and

WHEREAS, a Request for Proposals (RFP) was issued on October 13, 2022, for an Enclosed Pull Along Trailer for a Synthetic Ice Rink in which three (3) proposals were received and evaluated by a selection committee and based upon price, quality of the trailer and production time, the proposal from Gingerich Trailer Sales, LTD of Millersburg, Ohio, was selected as lowest and best; and

WHEREAS, the total cost for the U.S. Cargo Flat Front Enclosed Trailer is \$21,995.00, and will be paid with donated funds as part of a programming series with Civista Bank and expensed with funds from the Capital Fund appropriated for amenities at the Jackson Street Pier; 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 order to be immediately placed and production to begin as soon as possible to ensure delivery prior to usage this winter as the lead time on delivery is 8-9 weeks; 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 Recreation 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 purchase a U.S. Cargo Flat Front Enclosed Pull Along Trailer from Gingerich Trailer Sales, Ltd of Millersburg, Ohio, for the Recreation Department at an amount **not to exceed** Twenty One Thousand Nine Hundred Ninety Five and 00/100 Dollars (\$21,995.00).

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

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its 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: November 28, 2022