

ORDINANCE NO. 22-016

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

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

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

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

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

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

WHEREAS, the cost of the professional design services is not to exceed \$597,929.00 and will initially be paid with Capital Projects Funds and reimbursed with Central Public Improvement (Downtown) Tax Increment Financing (TIF) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the professional services in order to have to the design completed by the end of 2022; and

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

PAGE 2 - ORDINANCE NO. 22-016

with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the Columbus Avenue Streetscape Design and Reconstruction Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Five Hundred Ninety Seven Thousand Nine Hundred Twenty Nine and 00/100 Dollars (\$597,929.00).

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

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

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



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2022, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Community Development designated below or successor (the “Chief Planner”), and _Osborn Engineering_ (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Columbus Avenue Streetscape Design & Reconstruction Project
Director of Community Development: Address:	Jonathan Holody Department of Community Development City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	Osborn Engineering Scott Vura 1100 Superior Avenue, Suite 300 Cleveland, Ohio 44114-2530 svura@osborn-eng.com

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

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

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of five hundred ninety-seven thousand nine hundred twenty-nine and 00/100 dollars (\$597,929.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

8.2. Remedies

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

remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

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

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The

Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

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

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

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

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

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

EXHIBIT "1"

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

OSBORN ENGINEERING

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

APPROVAL:

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

Brendan Heil
Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of: **Columbus Avenue Streetscape Design and Reconstruction Project**

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

Dated: _____, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



P20211110.000

December 14, 2021, revised January 5, 2022

Arin Blair, AICP
Chief Planner
COMMUNITY DEVELOPMENT DEPARTMENT
240 Columbus Ave
Sandusky, OH 44870

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

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

Dear Chief Blair,

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

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

- A. Festival Street + Linear Park: Washington Row to Water Street
 - o Refine and detail the vision developed in Downtown Plan
- B. Formal Civic: Adams Street to Washington Row
 - o Respond to civic character of County Courthouse frontage and Washington Park

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



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

PHASE 1- SCHEMATIC DESIGN 30%

Task 1 – Data Review & Project Work Plan

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

Task 2 – Community Engagement Support

- A. After the Engagement Plan is reviewed and approved by the City of Sandusky, the Osborn team will provide assistance and support to the city throughout the Community Engagement Process. Osborn anticipates that support as follows:
 - a. Participation in-person in a City led walking tour of the proposed project boundary with the Community
 - b. Participation in stakeholder one-on-one discussions and/or small group meetings and provision of documentation. These meetings will be led by MKSK and assume combination of online and in-person meetings coordinated with project site visits.
 - c. Provision of documentation for Community Group meetings. These meetings will be led by the City of Sandusky and Osborn attendance will not be required. The Osborn team will review any impacts to the development of the design with the City of Sandusky and provide revisions to the design plans at the direction of the City.
 - d. Provision of documentation for Focus Group/Steering Committee meetings. These meetings will be led by MKSK with support from the City of Sandusky and assumes in-person attendance at up to three (3) meetings in this process. The Osborn team assumes coordination with the Arts Committee to identify appropriate locations for public art within



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

- e. Osborn assumes that public input will be provided in a variety of formats as defined in the Engagement Plan, and may include online surveys, visual preference surveys, written comment, SWOT analysis, etc. Osborn assumes this public input will be collected, reviewed and summarized by the City of Sandusky and Osborn will provide revisions to the design plans at the direction of the City.
- f. Osborn assumes that substantial revisions to the design proposal shall occur at regularly defined intervals throughout the Engagement Process, and up to three (3) rounds of substantial revisions as per public or steering committee comment and confirmed by the City of Sandusky are included in this proposal.

Task 3 – Field Data collection

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

Task 4 – Draft Documents

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



- a. High-Quality Renderings (up to 5 total)
 - i. To illustrate design intent
 - ii. For City marketing needs
- C. Meetings with Working Group
 - a. The Osborn team anticipates (1) online meeting and (1) in-person meeting with the Working Group during the draft document phase to review and provide feedback on design progress.
- D. Public Presentation
 - a. The Osborn team assumes preparation and in-person attendance at one (1) City of Sandusky led Public Presentation at the conclusion of the draft document phase.
- E. Review, Comment Coordination and Client Feedback
 - a. The Osborn team assumes the City of Sandusky will collect public feedback at the conclusion of this phase and MKSK will review coordinated comments in preparation for development of 30% Engineering Plans.

Task 5 – Preliminary Plan Deliverables

- A. Following approval of the draft document plan, Osborn Engineering and MKSK will compile 30% Engineering Plans. Compilation of this document will include:
 - a. Title Sheet
 - b. Draft notes and specifications
 - c. Typical Section
 - d. Preliminary MOT Layouts
 - e. General Summary and sub summary sheets layout
 - f. Preliminary Plan and Profile Sheets
 - g. Preliminary Pavement Elevation Table
 - h. Preliminary Pavement Details
 - i. Preliminary Storm Sewer Laterals Profiles and Details
 - j. Preliminary Waterline location.
 - k. Preliminary Lighting Plan
 - l. Preliminary Traffic Control Plan Sheets, including bike and pedestrian signalization
 - m. Schematic Design Plan (MKSK)
 - i. Graphic representations may include plan renderings, narratives, and character images to describe the program and feel of the design intent.
 - ii. 3D models may be used for massing studies and illustrations.
 - iii. Critical and Typical Sections and Elevations
 - n. Visualizations & Exhibits (MKSK)
 - i. High-Quality Renderings (up to 5 total)
 - 1. To illustrate design intent
 - 2. For City marketing needs
 - o. Layout & Materials Plan (MKSK)



- i. Hardscape Material schedule, legend, and notes.
 - ii. Green infrastructure opportunities
 - iii. General dimensions
 - iv. Typical details
 - v. Elevations
 - p. Planting Plan (MKSK)
 - i. Plant Material schedule, legend, and notes.
 - ii. Typical planting and soil details
 - q. Preliminary Opinion of Probable Cost estimates
- B. The Osborn team assumes preparation and attendance at one (1) City of Sandusky led Public Presentation at the conclusion of the 30% draft document phase. The Osborn team assumes the City of Sandusky will submit/present the plans to all other public agencies as part of the public review or permitting process. The Osborn team assumes the 30% draft documents will be utilized for this process, and additional plan submissions related to public review or permitting are not included as part of this scope.
- C. The Osborn team will work with the city staff to develop construction phasing plans that will address maintenance of vehicle and pedestrian traffic, access to businesses, construction time lines and the costs associated with each alternative. This information will help to determine appropriate sale date and length of construction.
- D. The Osborn team assumes the City of Sandusky will collect public feedback at the conclusion of this task and the Osborn team will review coordinated comments in preparation for development of 60% Engineering Plans.

PHASE 1- SCHEMATIC DESIGN 30% FEE ESTIMATE:

Osborn Engineering.....	\$ 102,123
MKSK	\$ 147,600
Ks Associates	\$ 32,900
NEAS.....	\$ 11,395
<i>Total Schematic Plan fee.....</i>	<i>\$ 294,018</i>

PHASE 2 – 60% DESIGN

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



1. Remove and replace the pavement of Columbus Ave from Washington to Water Street.
2. Resurface Columbus Ave. from Adams St. to Washington St.
3. Realign or replace the existing concrete sidewalk, crosswalks, curbs and curb ramps.
4. Waterline replacement, connections and details.
5. Replacement of Catch basin and lateral into the existing storm.
6. Upgrade pedestrian and roadway lighting.
7. Perform environmental documentation as follow:
 - a. Section 106 Scoping Request Form – Lawhon will complete a Section 106 Scoping Request Form per ODOT’s most recent guidance manual. The form will be uploaded to ODOT’s EnviroNet system for review and coordination. Based upon the project type it is unlikely that any advanced cultural resource studies will be needed.
 - b. Regulated Materials Review (RMR) Screening – Lawhon will complete the RMR Screening following ODOT’s current guidance manual; form will be uploaded to EnviroNet for review.
 - c. Ecological Exempt Form- Lawhon will prepare and ecological exempt form for the project to upload into EnviroNet. Lawhon anticipates no ecological recourses within the study area.
 - d. C2 Environmental Document - The project will be processed as a Level 2 Categorical Exclusion (C2). The CE will include all necessary documentation of required studies and will include Environmental Justice mapping, and public involvement documentation on ODOT’s EnviroNet platform.
8. Perform signal analysis and upgrade the traffic signals, including pedestrian signals at Adams and Washington streets with new installations on mast arms. Improve intersections and pedestrian crossing including 4-way stop at Market and two way stop at Washington Row.
9. Prepare maintenance of traffic plans with staged construction to provide for vehicle and pedestrian traffic.
10. Layout, Materials and Planting Plan Revisions (MKSK).
11. Prepare a construction cost estimate.

PHASE 2- 60% DESIGN FEE ESTIMATE:

Osborn Engineering.....	\$ 106,950
MKSK	\$50,000
Lawhon and Assoc.	\$ 11,075
<i>Total 60% Design Plan fee.....</i>	<i>\$ 168,025</i>



PHASE 3 – FINAL DESIGN

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

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

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



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

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

PHASE 3- FINAL DESIGN FEE ESTIMATE:

Osborn Engineering.....	\$ 60,356
MKSK	\$35,000
<i>Total Final Plan fee</i>	<i>\$ 95,356</i>

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

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

PHASE 4- IF AUTHORIZED FEE ESTIMATE:

Osborn Engineering.....	\$20,000
NEAS	\$20,529
<i>Total Final Plan fee</i>	<i>\$ 40,529</i>

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



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

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

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

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

If any of our proposed Scope of Work differs from your expectations, please feel free to call if any revisions or clarifications are required. Again, we appreciate this opportunity and are prepared to start work upon your authorization.

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

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

w/attach.

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

Proposal Fee Summary Sheet

PROJECT: Columbus Avenue Streetscape Design and Reconstruction

DATE: December 14, 2021, Rev 1-5-22

CONSULTANT/CONTACT: Osborn Engineering

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

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

Overhead %: 158.01%

Profit %: 11%

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction

DATE: December 14, 2021, Rev 1-5-22

CONSULTANT/CONTACT: Osborn Engineering

Schematic 30% Design

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

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

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction

DATE: December 14, 2021, Rev 1-5-22

CONSULTANT/CONTACT: Osborn Engineering

60% Design

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

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

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction

DATE: December 14, 2021, Rev 1-5-22

CONSULTANT/CONTACT: Osborn Engineering

Final Design

<u>Work Items/tasks</u>	<u>Man Hours</u>	<u>Average Rate</u>	<u>Cost</u>
1. Detailed Roadway Plans	320	\$48.48	\$15,515
2. Public Meetings	4	\$84.00	\$336
3. Utility Coordination	14	\$37.71	\$528
4. Project Manual	44	\$46.73	\$2,056
5. Engineer's Opinion of Probable Cost	36	\$47.89	\$1,724
6. Meetings	12	\$55.00	\$660
EXHIBIT "A"			
Total (Hrs & Direct Labor Cost)	430	\$48.42	\$20,819
Overhead (158.01%)			\$32,898
Subtotal - 1			\$53,717
Net Fee (<u>11</u> %)			\$5,909
Subtotal - 2			\$59,625
Allowable Direct Cost			\$731
* Subconsultant's Costs:			
MKSK	261	\$47.05	\$35,000
Total,Final Design (Hrs & Cost)	691	\$138.00	\$95,356

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

PROPOSAL FEE SHEET

PROJECT: Columbus Avenue Streetscape Design and Reconstruction

DATE: December 14, 2021, Rev 1-5-22

CONSULTANT/CONTACT: Osborn Engineering

Subsurface Utility Investigation
"If Authorized"

<u>Work Items/tasks</u>	<u>Man Hours</u>	<u>Average Rate</u>	<u>Cost</u>
1. Coordination with SUE subconsultant	0	#DIV/0!	\$0
Total (Hrs & Direct Labor Cost)	0	#DIV/0!	\$0
Overhead (158.01%)			\$0
Subtotal - 1			\$0
Net Fee (<u> 11 </u> %)			\$0
Subtotal - 2			\$0
Allowable Direct Cost			
* Subconsultant's Costs:			
NEAS	151	\$32.71	\$20,529
Total, Subsurface Utility Investigation(Hrs & Cost)	151	\$135.95	\$20,529

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

December 14, 2021

Civil Engineers + Surveyors

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

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

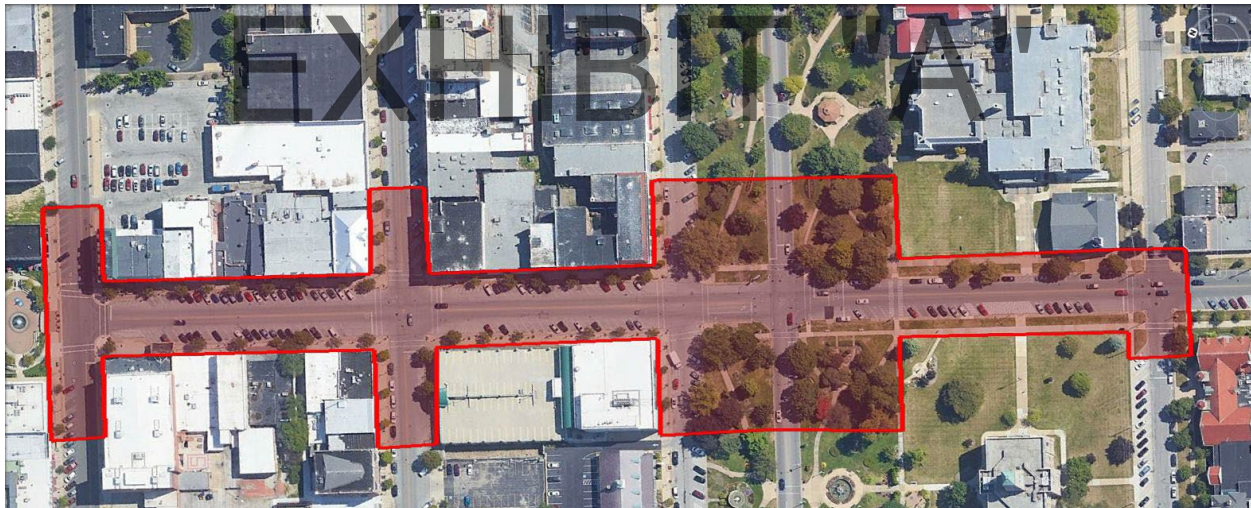
**Re: Columbus Avenue – City of Sandusky
Surveying Services
KS Project No. 21156**

Dear Ms. Teeuwen:

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

Scope of Services

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



The survey will include the following:

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

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

Scope of Services, cont.

2.3.A.B Monumentation recovery

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

2.3.A.C Topographic Surveying and Base Mapping

- Perform a field topographic survey within the project limits shown above. The survey will include visible site features such as, but not limited to pavement, curb and gutter, pavement markings, signs, light poles, poles, traffic signals, parking meters, driveways, sidewalks, utilities (see details below), buildings, building doorway threshold locations, trees and landscaping.
- Cross-sections and elevations will be taken at 50-foot intervals with supplemental grade breaks, high/low points as necessary to define the pavement and ground surface.
- Survey of existing storm and sanitary sewers will provide rim/grate, pipe inlet and outlet elevations and sizes. Includes next upstream or downstream structure outside of the survey limits. Information will be obtained from the ground surface. Confined space entry or other means of investigation to obtain pipe information and cleaning or dewatering of structures is not included.
- Provide an ASCE Level C Subsurface Utility Engineering (SUE) Investigation by contacting the Ohio Utility Protection Service (OUPS) and other agencies to request plans and field markings of subsurface utilities. Any markings will be field located and reconciled with record information to map subsurface utilities. Note that this SUE level of effort does not assure location of all utilities. KS can provide other SUE investigation methods if desired for an additional fee. Overhead utilities/wires will be located for horizontal position only.
- Utilities and sewers will be mapped in 2D plan view. 3D Pipe Network mapping is not included.
- Linework and existing ground surface (TIN) shall be generated and incorporated an AutoCAD Civil 3D 2018 drawing file.

Fee and Schedule

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

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

Ms. Bonnie Teeuwen, PE
Osborn Engineering
December 14, 2021
Page 3

KS ASSOCIATES

Sincerely,

KS ASSOCIATES, INC.



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

cc: billing file

R:\21000\21156\ProjectPusuitDocs_NewRFQ\Project Management\Proposal\Sandusky Columbus Ave KS proposal 211214.doc

EXHIBIT "A"



OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

EXHIBIT "A"
City of Sandusky

<PID>

Columbus Road Replacement

Barr Engineering Inc. (dba) NEAS Inc.

Prepared By: **Jawdat Siddiqi, PE**

Date prepared: **December 13, 2021**

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

GEOTECHNICAL EXPLORATION PROPOSAL				COST SUMMARY					
C/R/S :	City of Sandusky			Overhead Percentage =		170.96%			
PID NO.:	<PID>			ODOT Statewide Percentage for Net Fee =		158.08%			
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.			Net Fee Percentage =		10.00%			
DATE:	December 13, 2021			Cost of Money =		0.44%			
Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
RECONNAISSANCE AND PLANNING									
Office Reconnaissance	\$68.00	3	\$204	\$349	\$1			\$53	\$607
Field Reconnaissance	\$0.00	0	\$0	\$0	\$0			\$0	\$0
Exploration Plan	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$68.00	3	\$204	\$349	\$1	\$0	\$0	\$53	\$607
	Avg. Rate								
FIELD COORDINATION									
Field Coordination	\$42.67	6	\$256	\$438	\$1	\$0		\$66	\$761
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0
Subtotal	\$42.67	6	\$256	\$438	\$1	\$0		\$66	\$761
	Avg. Rate								
FIELD EXPLORATION									
Subtotal							\$0		\$4,231
LABORATORY TESTING									
Subtotal							\$0		\$1,730
GEOTECHNICAL EXPLORATION REPORT									
Subgrade and Roadway	\$44.13	31	\$1,368	\$2,339	\$6	\$0	\$0	\$353	\$4,066
Bridge	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Geohazard (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Stage 2 Plan Review	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Final Plan Review	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Subtotal	\$44.13	31	\$1,368	\$2,339	\$6	\$0	\$0	\$353	\$4,066
	Avg. Rate								
GRAND TOTAL ALL PARTS	Total	40	\$1,828	\$3,126	\$8	\$0	\$0	\$472	\$11,395
	Avg. Rate								

GEOTECHNICAL EXPLORATION PROPOSAL				FIELD EXPLORATION		
C/R/S :	City of Sandusky					
PID NO.:	<PID>					
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.					
DATE:	December 13, 2021					
Task	Quantity	Unit	Unit Cost	Cost	Task Description	
Mobilization/Demobilization	1	lump	\$2,500.00	\$2,500	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.	
Subtotal			\$2,500			
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones Traffic Control will be provided by the City of Sandusky	
Typical Application No.	N/A	days		\$0		
Typical Application No.		days		\$0		
Railroad Traffic Control		days		\$0		
Subtotal			\$0			
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.	
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method	
Method Description		feet		\$0		
Method Description		feet		\$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit	
Test Pits		each		\$0		
Pavement/Bridge Deck Coring						Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.
Core Diameter	4	in.				
	2	each	\$250.00	\$500		
Core Diameter		in.				
		each		\$0		
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig	
Number of Drill Rig Days	1	days				
Total Soil Footage (ft)	35	35	ft/day		Two 7'-6" deep pavement borings and two 10'-0' deep pavement borings are proposed. Borings will be spaced at 400 feet along the length of the Columbus Road (Approximately 1400 feet). Boring locations will be provided by Osborn. GB-1 Subgrade stalization report will be prepared and submitted. Excavation stability analysis, if needed, will be performed by others	
Total Rock Footage (ft)	0	0	ft/day			
No Sampling		feet		\$0		
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT	35	feet	\$26.00	\$910		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
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	pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.	
Monitoring Well		feet		\$0		
Inclinometer		feet		\$0		
Misc (describe)		each		\$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction	
Instrument Readings		trips		\$0		
Subtotal			\$1,410			
Direct Costs					CONUS Lodging Rate \$118.68 Includes Taxes. Per Diem \$42.00/day for First & Last Day of Travel. Per Diem \$56.00/day	
Drill Crew Meals and Lodging	1	Night	\$321.36	\$321		
Other (describe)				\$0		
Subtotal			\$321			
FIELD EXPLORATION TOTAL ALL PARTS			Total	\$4,231		

GEOTECHNICAL EXPLORATION PROPOSAL		LABOR HOURS																										
C/R/S :	City of Sandusky	<div>HOURLY RATES</div> <table><tr><th>Personnel Category</th><th>Salary Rate</th></tr><tr><td>Manager, P.E.</td><td>\$87.72</td></tr><tr><td>Project Engineer, P.E.</td><td>\$58.30</td></tr><tr><td>Staff Engineer</td><td>\$42.63</td></tr><tr><td>CADD Technician</td><td>\$35.21</td></tr><tr><td>Field Supervisor</td><td>\$34.86</td></tr><tr><td>Technician</td><td>\$33.08</td></tr><tr><td>Geologist</td><td>\$34.90</td></tr><tr><td>Secretary</td><td>\$24.36</td></tr></table>									Personnel Category	Salary Rate	Manager, P.E.	\$87.72	Project Engineer, P.E.	\$58.30	Staff Engineer	\$42.63	CADD Technician	\$35.21	Field Supervisor	\$34.86	Technician	\$33.08	Geologist	\$34.90	Secretary	\$24.36
Personnel Category	Salary Rate																											
Manager, P.E.	\$87.72																											
Project Engineer, P.E.	\$58.30																											
Staff Engineer	\$42.63																											
CADD Technician	\$35.21																											
Field Supervisor	\$34.86																											
Technician	\$33.08																											
Geologist	\$34.90																											
Secretary	\$24.36																											
PID NO.:	<PID>																											
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.																											
DATE:	December 13, 2021																											
HOURS BY PERSONNEL CATEGORY																												
Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs																		
RECONNAISSANCE AND PLANNING																												
Office Reconnaissance	1	2	0	0	0	0	0	0	3	\$204																		
Field Reconnaissance	0	0	0	0	0	0	0	0	0	\$0																		
Exploration Plan	0	0	0	0	0	0	0	0	0	\$0																		
Subtotal	1	2	0	0	0	0	0	0	3	\$204																		
FIELD COORDINATION																												
Field Coordination	0	2	0	0	4	0	0	0	6	\$256																		
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0																		
Subtotal	0	2	0	0	4	0	0	0	6	\$256																		
GEOTECHNICAL EXPLORATION REPORT																												
Subgrade and Roadway	1	6	12	0	0	0	12	0	31	\$1,368																		
Bridge	0	0	0	0	0	0	0	0	0	\$0																		
Other Structures (describe)	0	0	0	0	0	0	0	0	0	\$0																		
Geohazard (describe)	0	0	0	0	0	0	0	0	0	\$0																		
Stage 2 Plan Review	0	0	0	0	0	0	0	0	0	\$0																		
Final Plan Review	0	0	0	0	0	0	0	0	0	\$0																		
Subtotal	1	6	12	0	0	0	12	0	31	\$1,368																		
LABOR TOTAL ALL PARTS	Total	2	10	12	0	4	12	0	40	\$1,828																		

LABORATORY TESTING

DATE: **December 13, 2021**

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

GEOTECHNICAL EXPLORATION PROPOSAL		DIRECT COSTS		
C/R/S :	City of Sandusky			
PID NO.:	<PID>			
CONSULTANT:	Barr Engineering Inc. (dba) NEAS Inc.			
DATE:	December 13, 2021			
Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.45	\$0.00
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.45	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Subtotal				\$0.00
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
DIRECT COSTS TOTAL ALL PARTS			Total	\$0.00



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus

Cleveland

Dayton

December 15, 2021

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

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

Dear Ms. Teeuwen:

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

- **Section 106 Scoping Request Form** – Lawhon will complete a Section 106 Scoping Request Form per ODOT's most recent guidance manual. The form will be uploaded to ODOT's EnviroNet system for review and coordination. Based upon the project type it is unlikely that any advanced cultural resource studies will be needed.
- **Regulated Materials Review (RMR) Screening** – Lawhon will complete the RMR Screening following ODOT's current guidance manual; form will be uploaded to EnviroNet for review.
- **Ecological Exempt Form** - Lawhon will prepare and ecological exempt form for the project to upload into EnviroNet. Lawhon anticipates no ecological recourses within the study area.
- **C2 Environmental Document** - The project will be processed as a Level 2 Categorical Exclusion (C2). The CE will include all necessary documentation of required studies and will include Environmental Justice mapping, and public involvement documentation on ODOT's EnviroNet platform.
- **General Oversight** – This task includes project setup, client updates, scheduling, invoices and client communication through project completion.

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

Sincerely,

Jessica Stratigakos
Project Manager

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

Proposal Cost Summary

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

CONSULTANT: Lawhon & Associates, Inc.

DATE: 12/15/2021

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

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

Proposed Labor Rates and Hours

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

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

DATE: **12/15/2021**

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

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

Non-Labor Direct Cost Summary

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

CONSULTANT: Lawhon & Associates, Inc.

DATE: 12/15/2021

EXHIBIT "A"

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

SUMMARY OF STEPS

SUMMARY OF STEPS

Subsurface Utility Location Services

C-R-S **City of Sandusky** **Columbus Road Replacement**
Consultant: Barr Engineering Inc. (dba) National Engineering and Architectural Services (NEAS) Inc.
Agreement No. 0
Modification No. 0
PID No. 0
Proposal Date 7/30/2021

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

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

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

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