

ORDINANCE NO. 23-014

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRACON CONSULTANTS, INC. OF CLEVELAND, OHIO, FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONJUNCTION WITH THE FY 2022 BROWNFIELDS ASSESSMENT GRANT RECEIVED FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acceptance of grant funds from the U.S. Environmental Protection Agency (EPA) through the FY 2022 Brownfields Assessment Grant Program by Ordinance No. 22-107, passed on June 13, 2022, and subsequently entered into a Cooperative Agreement with the US EPA for awarded funds in the amount of \$500,000.00; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the implementation of the Community-wide Brownfields Assessment Grant in which eight (8) submittals were received and evaluated by a Selection Committee and at the recommendation of Staff to select two (2) firms, it was determined to select Terracon Consultants, Inc. of Cleveland, Ohio, and Mannik & Smith Group, Inc., of Maumee, Ohio, as the most qualified based upon the firm's experience, professional expertise and professional knowledge and success with similar projects; and

WHEREAS, Terracon Consultants, Inc. will be providing Professional Environmental Services relating to the FY2022 Brownfields Assessment Grant and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional services from Terracon Consultants, Inc. is \$264,500.00 and will be paid with funds received through the Brownfields Grant; and

WHEREAS, it is being requested in companion legislation to enter into an agreement with the Mannik & Smith Group, Inc. for Professional Environmental Services in conjunction with the FY 2022 Brownfields Assessment Grant received from the U.S. Environmental Protection Agency in the amount of \$230,500.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and expend the available funds to move forward with activities associated with the FY22 Brownfields Assessment Grant Program; 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

PAGE 2 - ORDINANCE NO. 23-014

operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Terracon Consultants, Inc. of Cleveland Ohio, for Professional Environmental Services in conjunction with the Brownfields Assessment Grant received from the U.S. Environmental Protection Agency, substantially in the same form reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Hundred Sixty Four Thousand Five Hundred and 00/100 Dollars (\$264,500.00).

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

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

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

PAGE 3 - ORDINANCE NO. 23-014



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 13, 2023

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services (this “Agreement”), made as of _____, 2023, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Community Development designated below or successor (the “Director”), and _____ (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name: FY22 US EPA Brownfields Assessment Grant

Director of Community Development: Jonathan Holody
Address: Dept of Community Development
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer: Terracon
Contact: Stephen J Conway
Address: 12460 Plaza Drive
Cleveland, Ohio 44130

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

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

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 Director 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 Director, 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 Director. 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 Director 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 Director is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$264,500 (two hundred sixty four thousand five hundred dollars and zero cents) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

7.5. Appeal to 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 supersedes 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/Emails. 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 email or facsimile transmission to the City at JHolody@cityofsandusky.com (419) 627-5933 and to the Architect/Engineer Stephen.Conway@terracon.com (216) 459-8954. Notices, certificates, requests, or other communications sent by email or 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 email or 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.

Firm Name

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
John Orzech
Interim City Manager

APPROVAL: **EXHIBIT "1"**

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

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of: _____

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: _____, 2023

CITY OF SANDUSKY, OHIO
EXHIBIT "1"

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



12460 Plaza Drive
Cleveland, OH 44130
P (216) 459-8378
F (216) 459-8954
Terracon.com

January 10, 2023
(Revised January 30, 2023)

Mr. Jonathan Holody
Department of Community Development
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870

Re: **Proposal for Professional Consulting Services – City of Sandusky Brownfields Program**
Terracon Proposal No. PN6227345

Dear Mr. Holody:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide Professional Consulting Services to the City of Sandusky Brownfields Program.

A. PROJECT INFORMATION

Terracon and its subcontractors will be providing services to the City of Sandusky (City) in support of its Brownfields Program. In order to fulfill the requirements of the City's US EPA Brownfields Community-wide Assessment Grant, Terracon will provide services for the following tasks as established in the City's Brownfields Assessment Cooperative Agreement Work Plan dated June 27, 2022: Task 2: Community Outreach, Task 3: Phase I and Phase II Assessments, and Task 4: Cleanup and Reuse Planning. Activities conducted under this grant will be in general accordance with Terms and Conditions included with the City of Sandusky's EPA Cooperative Agreement.

B. SCOPE OF SERVICES

The scope of our services will vary based on the needs of the project. See the attached **Exhibit A** for a detailed breakdown of the anticipated services to be provided.

C. COMPENSATION

Services performed will be performed in general accordance with the estimated fees established in the attached Scope of Services (**Exhibit A**) and at rates established in the attached Rate Schedule (**Exhibit B**). Terracon will issue Task Orders as needed for each individual project task and/or individual sub-task as indicated in the attached Scope of Services. Each task order will indicate the billing type (Time and Materials, Lump Sum, etc.) and estimated cost to complete the associated task and/or sub-task. Terracon's compensation for the services described herein will be limited to the available US EPA Grant



Professional Consulting Services
City of Sandusky Brownfields Program
City of Sandusky ■ Sandusky, Ohio
January 10, 2023 ■ Terracon Proposal No. PN6227345

Funding awarded to the City of Sandusky (through the current cooperative agreement or others awarded during the life of this contract) unless prior approval is given by the City.


Our services may be initiated by signing and returning a copy of this proposal and the attached Master Services Agreement to Steve Conway at stephen.conway@terracon.com.

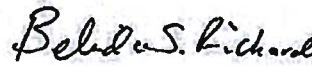
The terms, conditions, and limitations stated in the attached Master Services Agreement (and sections of this proposal incorporated therein) shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If we can provide any additional environmental, occupational health, safety-related, or other services, please call us at (216) 303-7348.

Sincerely,

Terracon Consultants, Inc.


Stephen J. Conway, C.P.
Environmental Department Manager
Senior Associate


Belinda Richard
Senior Principal
National Manager – Brownfields Program

Attachments: Master Services Agreement
Exhibit A – Scope of Services
Exhibit B – Rate Schedule
Exhibit C – Grant Application and Work Plan Budgets

Accepted this _____ day of _____, 2023

City of Sandusky

Signature

Printed Name

EXHIBIT A

Scope of Work – Professional Services City of Sandusky Brownfield Program

SCOPE OF SERVICES

Terracon and its subcontractors will be providing services to the City of Sandusky (City) in support of its Brownfields Program. In order to fulfill the requirements of the City's US EPA Brownfields Community-Wide Assessment Grant, Terracon will provide services for the following tasks generally following the City's Brownfields Assessment Cooperative Agreement Work Plan dated June 27, 2022: Task 2: Community Outreach, Task 3: Phase I and Phase II Assessments, and Task 4: Cleanup and Reuse Planning. Activities conducted under this grant will be in general accordance with Terms and Conditions included with the City of Sandusky EPA Cooperative Agreement. It is Terracon's understanding that Task 1: Programmatic Activities will be performed by the City and will not be considered a "contractual" item to be completed by a consultant.

In addition to the scope of services described within this Exhibit A, supplemental services can be provided in support of the brownfields program on an as-needed and individual contract basis. Services may include but are not limited to Grant Writing, Programmatic Support, Site Inventory, Cleanup Implementation, Cleanup Agreements with the Ohio EPA, Site-specific Risk Assessment, and other related activities as requested.

Task 2: Community Outreach/Community Involvement Plan (CIP)

Terracon will develop a Community Involvement Plan (CIP) specific to this grant which will include an overview, City contact and spokesperson/administrative record information, project history, community background, chronology of community involvement, key concerns, schedule, other contacts and interested parties, as well as methodology for community outreach. This task will require input from City staff. This task will be billed lump sum.

Deliverable under this task includes:

- Community Involvement Plan

Task 2A: Lump Sum Unit Fee \$ 4,000

Task 3: Assessments

3A. Phase I Environmental Site Assessments (ESAs)

Terracon estimates the completion of **up to 6** Phase I ESAs. Phase I ESAs will be prepared in accordance with EPA's standard for All Appropriate Inquiries and/or Ohio EPA VAP. The City will utilize the practices in ASTM standard E1527-21 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule and/or Ohio Administrative Code (OAC) 3745-300-06, Standard for Phase I Property Assessments for the Voluntary Action Program: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030).

Deliverables under this task Include:

- Phase I ESA Reports

Task 3A: Lump Sum Unit Fee (est. **up to 6 @ \$5,000***).....\$ 30,000*

**Variations in cost may occur due to the size of the properties to be assessed, and whether they the assessments are completed to meet Ohio EPA VAP requirements.*

3B. EPA Quality Assurance Project Plans, Health & Safety Plans, and Phase II ESAs

Terracon will complete one (1) Generic Quality Assurance Project Plan (QAPP), and **up to 6** Site-Specific QAPPs, in accordance with the EPA Cooperative Agreement Work Plan. Health & Safety Plans will also be completed for each site where a Phase II ESA is recommended. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments, and will be submitted to the EPA Project Officer for approval prior to conducting Phase II Environmental Assessment activities. Terracon will complete a Phase II ESA (upon site eligibility approval by EPA Region 5) resulting from the findings of a Phase I ESA in general accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-19 (Phase II Environmental Site Assessment). It is anticipated that **up to 6** Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated with the assessment(s) based on Phase I ESA findings.

Deliverables under this task Include:

- One Generic QAPP (\$5,500)
- Phase II ESAs including Site- Specific QAPPs and Health & Safety Plans (Approximately \$32,500 each) – *anticipated range provided in workplan: \$20,000 to \$50,000.*

**Task 3B: Lump Sum Unit Fee for Generic QAPP and up to 6 Phase II
ESAs including Site Specific QAPPS and HASPs \$ 200,500***

**Variations in cost may occur due to the size of the
properties to be assessed*

3C. Additional Eligible Assessment Service

Terracon will complete additional site assessment services (upon site eligibility approval by EPA Region 5) resulting from the findings of a Phase I ESA in general accordance with the Terms and Conditions of the EPA Cooperative Agreement and applicable state and federal regulations and standards. Additional assessment activities include, but are not limited to, Natural Resources & Wetlands Surveys, Asbestos Surveys, Lead Paint Surveys, and Mold Surveys.

Deliverables under this task Include:

- Additional Assessment Service Reports

**Task 3D: Fees for additional services will be included in the fee for the
associated site Phase I / II**

Total Task 3A – 3C:.....\$230,500

Task 4: Cleanup and Reuse Planning

Terracon will assist the City with Cleanup and Reuse Planning resulting from Phase II ESA findings. Sites undergoing remedial planning through the City's Brownfields Program will be encouraged to consider entering the site(s) into the Ohio EPA Voluntary Action Program (VAP) that provides the regulatory framework for assessment, liability protection, remediation and potential redevelopment of environmentally-impacted sites. In addition, the City may host visioning sessions and charrettes for sites that may undergo remediation and eventual redevelopment. It is anticipated that a firm specializing in urban planning will be engaged to provide support with reuse planning efforts.

Deliverables under this task may include:

- ABCAs, Brownfields Reuse Plans and/or Cleanup Plans
- Vision Sessions/Charrettes

Task 4: Lump Sum Unit Fee\$30,000*

**Variations in cost may occur due to the size and complexity of contamination
or redevelopment options on properties. Fees will be determined based on
specific project assignment and will be authorized on an individual basis.*

Additional/Optional Task 5: Site Inventory

Site Inventory services were not included in the approved Work Plan but were presented in the grant application. Terracon can assist the City of Sandusky's Brownfields Program staff with the identification of sites for inventory and prioritization support. The effort will be to develop a brownfields inventory that will formalize abandoned properties previously identified for inclusion in the program and to identify additional properties of concern that may be affected with hazardous substances and/or petroleum products for inclusion in the inventory. These will include Community-identified sites discussed at outreach meetings and meetings with City staff. Prioritization criteria will be established that supports goals identified from these meetings and ranking criteria will be established based on this input.

This task will assist stakeholders in determining which properties to target for Phase I, Phase II, and additional site assessment activities. Specific activities under this task will be determined through collaboration with the City and may include the following dependent on assignment:

- Research and compile applicable environmental data in a GIS format (shape files);
- Development of a summary of findings with associated maps;
- Provide digital files of the report in PDF format; and
- Assist in the development of an inventory of potential brownfield properties within the designated target areas.

Deliverables under this section of the task may include (based on assignment):

- Digital GIS files and maps
- Inventory Spreadsheet

Total for Tasks 2 through 4: (\$264,500)

EXHIBIT B

Rate Schedule – Professional Services City of Sandusky Brownfield Program

Rate Schedule

1. Personnel		
Senior Principal	\$280.00	/hour
Principal	\$260.00	/hour
Senior Geologist/Engineer/Scientist	\$125.00	/hour
Senior Industrial Hygienist	\$160.00	/hour
Department Manager/Certified Professional	\$210.00	/hour
Senior Project Reviewer	\$185.00	/hour
Senior Project Manager I	\$125.00	/hour
Project Geologist/Engineer/Scientist	\$110.00	/hour
Grant Coordinator	\$116.00	/hour
Assistant Project Manager	\$110.00	/hour
Project Industrial Hygienist	\$135.00	/hour
Senior Staff Geologist/Engineer/Industrial Hygienist	\$85.00	/hour
Field Geologist/Engineer/Industrial Hygienist	\$75.00	/hour
GIS Analyst	\$100.00	/hour
GIS Technician	\$80.00	/hour
Senior CAD Operator	\$100.00	/hour
CAD Operator	\$85.00	/hour
CAD Designer	\$65.00	/hour
Clerical/Administrative Staff	\$62.50	/hour
2. Expenses and Supplies		
Vehicle Charge	\$0.63	/mile
Miscellaneous charges, including analytical laboratory tests, shipping charges, rental equipment, outside labor, public transportation, materials, permit fees, or other contracted services.	Cost +20%	

*Rate indicated is for in-house drilling services



City of Sandusky, OH
FY2022 US EPA Brownfields Assessment Grant

		property of Erie County. They will assist with community outreach for the minority populations in the target area.
MKSK	Arin Blair ablair@mkskstudios.com (614) 621-2796	MKSK is a collective of planners, urban designers, and landscape architects who authored the <i>Downtown Sandusky Master Plan</i> . They will assist with cleanup and future reuse planning.

iii. **Incorporating Community Input:** The City of Sandusky announced at a City Committee meeting (10/25/21) their intention to reapply for the EPA's Brownfield Community-wide Assessment Grant for the Downtown Core target area of Census Tracts 408 and 409. The City has always valued the input of their community members and is committed to keeping them involved in every step of the process, which is evident based on their long Brownfield Program history dating back to 2005. A Community Involvement Plan (CIP) will be created to describe the planned community engagement activities, schedule, project background, and key players, which will be made available for review at the City's Planning and Development Department. Due to the current **COVID-19 pandemic**, community meetings have been and will continue to be held online. Public notice of meetings will be provided via media alerts through a press release to the local newspaper (*Sandusky Register*) and posting a notice on the City's websites, 48 hours in advance, stating the meeting date and time. The City anticipates community input to be received primarily over the phone or online. When in-person meetings are permitted again, meetings will be held within the target area while observing social distancing requirements. Additionally, questions and concerns can be submitted via telephone or through email to the City staff. The City will respond to feedback during the community meetings and via online within two weeks of receipt.

The City will update the community throughout the brownfield project via the City's website and social media platforms as well as through city-news and calendar-announcement emails, which they will encourage residents to subscribe to. As part of the assessment project, the City will develop a brownfield website and brochure explaining the Brownfield Program. The City will place advertisements on the local area radio stations to reach residents at every educational level and those without internet service. The City will also establish a place on its website for grant-related information, which will allow the community to access updated information on the project and provide comment/feedback. The City will include instructions on how to reach these internet forums in the initial press release. The City intends for communications to be primarily provided in English, which is the primary language used in Sandusky. However, to ensure inclusion of all communities, communications may also be provided in other languages when needed. In the event non-English-speaking individuals are present at events, a translator will be made available.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. **Description of Tasks/Activities and Outputs:** The City of Sandusky is requesting a US EPA Brownfields Assessment Grant in the amount of \$500,000 for community-wide assessment.

Task 1: Outreach	
i	<i>Project Implementation:</i> The City's Brownfield Project Director will develop a Community Involvement Plan (CIP), outreach materials, brownfield project website, and social media posts with the assistance of the environmental consultant (consultant). City staff will lead the community meetings (virtual/online during COVID-19 and in person post COVID-19) to keep the public informed on project plans and updates. Supplies are budgeted for the printing of outreach materials and office supplies to manage the grant.
ii	<i>Anticipated Project Schedule:</i> CIP created within 3 months of award (upon completion a more concrete schedule will follow). Community Meetings held 1 st , 5 th & 9 th quarter. Website and Outreach Materials created in the 1 st quarter and posted monthly throughout the grant project.
iii	<i>Task/Activity Lead:</i> City: Jonathan Holody – Brownfield Project Director
iv	<i>Outputs:</i> CIP, Brownfield Website, 3 Community Meetings, Brochures/Handouts, Social Media Posts, Summary of Community Meetings in EPA required Quarterly Reports.



City of Sandusky, OH
FY2022 US EPA Brownfields Assessment Grant

Task 2: Site Inventory	
i	<i>Project Implementation:</i> The City's Brownfield Project Director will work with the residents living in the target area during community meetings to create a thorough site inventory for assessment. Although 15 sites have been identified, additional abandoned and underused properties identified by the residents of the target area will be researched further by City staff using the Erie County Auditor's website. Once a list is compiled, the consultant will work with City staff to create an evaluation ranking tool to determine with the help of residents the order in which the sites will be addressed.
ii	<i>Anticipated Project Schedule:</i> Community meeting held in 1 st quarter will continue the preliminary inventory process that began with this application, with the evaluation ranking process taking place in the 3 rd quarter & continuing throughout the grant project.
iii	<i>Task/Activity Lead:</i> City: Jonathan Holody – Brownfield Project Director
iv	<i>Outputs:</i> Evaluation Ranking Tool, Site Inventory List
Task 3: Assessment	
i	<i>Project Implementation:</i> The consultant will conduct Environmental Site Assessment (ESA) activities at sites selected and ranked through the Site Inventory Task, starting first with the two Priority Sites listed in this application. ASTM-AAI compliant Phase Is; Generic Quality Assurance Project Plan (QAPP); Phase IIs which will include the SS-QAPP. Prior to assessment, site-access agreements and property-eligibility determinations approval will be obtained.
ii	<i>Anticipated Project Schedule:</i> Activities to begin in the 2 nd quarter and continue through the grant.
iii	<i>Task/Activity Lead:</i> The consultant will implement the technical aspects of the project with oversight from the City: Jonathan Holody – Brownfield Project Director.
iv	<i>Outputs:</i> 14 Phase I ESAs, 1 Generic QAPP, 10 Phase II ESAs including SS-QAPP, Site Access Agreements and Property Eligibility Determinations.
Task 4: Remediation/Reuse Planning	
i	<i>Project Implementation:</i> For projects identified for cleanup, the consultant will prepare the Analysis for Brownfields Cleanup Alternatives (ABCA) and/or Cleanup Plans. Cleanup planning will include evaluating cleanup alternatives, calculating cleanup costs and determining site appropriate remediation and/or reuse planning to reduce health/environmental risks. A planning consultant will prepare a Brownfields Revitalization Plan for the City. The consultant will assist the City in hosting charrettes/visioning sessions (virtual or in-person depending on COVID restrictions) for key properties.
ii	<i>Anticipated Project Schedule:</i> Cleanup Plans & Charrettes to begin in the 6 th quarter and will continue throughout the grant project. Brownfield Revitalization Plan to being in the 3 rd quarter.
iii	<i>Task/Activity Lead:</i> The consultant will implement the technical aspects of the project with oversight from the City: Jonathan Holody – Brownfield Project Director.
iv	<i>Outputs:</i> 4 ABCAs, 2 Vision Sessions/Charrettes, 1 Brownfield Revitalization Plan
Task 5: Programmatic Support	
i	<i>Project Implementation:</i> The City will procure an environmental consultant to assist with the Brownfield Grant Project. The City's Brownfield Project Director will oversee grant implementation and administration to ensure compliance with the EPA Cooperative Agreement Work Plan, schedule, and terms and conditions. The consultant will assist the City in completing ACRES Database Reporting, Yearly Financial Reporting, Quarterly Reporting, MBE/WBE Forms, and all additional Programmatic Support for the three-year term of the grant. The City staff travel budget allows for two staff to attend two brownfield conferences/workshops.
ii	<i>Anticipated Project Schedule:</i> Consultant procurement completed in 1 st quarter. ACRES Reporting begins in the 1 st quarter & Quarterly Reporting begins in the 2 nd quarter and continues throughout the grant project. Annual Reporting and Forms created in 5 th quarter, 9 th quarter, and during final closeout.
iii	<i>Task/Activity Lead:</i> City: Jonathan Holody – Brownfield Project Director
iv	<i>Outputs:</i> Procured consultant. ACRES Database Reporting, 3 Annual Financial Reports, 12 Quarterly Reports, 3 MBE/WBE Forms, Programmatic Support for the three-year grant period. Two staff to attend two conferences.



City of Sandusky, OH
FY2022 US EPA Brownfields Assessment Grant

b. Cost Estimates: Below are the anticipated cost estimates for this project *based on past brownfield projects as determined by local market standards with contractual hourly rates based on the skills needed for the specific tasks*. The budget for this project includes travel, supplies, and contractual costs only. **The City will spend 73% of the budget on the Assessment Task.**

Task 1 Outreach: Contractual: Community Involvement Plan \$4,500 (45hrs x \$100); Brownfield Website, Outreach Brochure/Handouts, Social Media Posts \$2,000 (20hrs x \$100); 3 Community Education Meetings \$6,000 (\$2,000/meeting). Supplies: Outreach Supplies (printer color [\$1 per page], paper [\$25 per box], pens [\$5 per pack], Post-it notes [\$5 per pack]) \$1,000. **Task 2 Site Inventory:** Contractual: Potential Brownfield Site Inventory and Evaluation Ranking Tool Creation \$8,000 (64hrs x \$125). **Task 3 Assessment:** Contractual: 14 Phase I ESAs at \$5,000 each for a total of \$70,000; 1 Generic QAPP \$5,500; 10 Phase II ESAs including SS-QAPP at \$29,000 each for a total of \$290,000. **Task 4 Remediation/Reuse Planning:** Contractual: 4 ABCAs \$6,500 for a total of \$26,000; 2 Vision Sessions/Charrettes \$7,000 (\$3,500/meeting); and 1 Brownfield Revitalization Plan \$50,000 (Planner: 130hrs x \$150; Market Analysts: 112hrs x \$125, Environmental Professional: 110hrs x \$150). **Task 5 Programmatic Support:** Contractual: ACRES Database Reporting, Yearly Financial Reporting, Quarterly Reporting, MBE/WBE Forms, Programmatic Support for the three-year grant period \$25,000 (200hrs x \$125). Travel: Two staff to attend two conferences \$5,000 (flights at \$750, 3 nights in hotel at \$350, incidentals and per diem at \$150 x 2 attendees).

Category	Tasks					Totals
	<i>Outreach</i>	<i>Site Inventory</i>	<i>Assessment</i>	<i>Remediation/Reuse Planning</i>	<i>Programmatic Support</i>	
Travel					\$5,000	\$5,000
Supplies	\$1,000					\$1,000
Contractual	\$12,500	\$8,000	\$365,500	\$83,000	\$25,000	\$494,000
Total Budget	\$13,500	\$8,000	\$365,500	\$83,000	\$30,000	\$500,000

c. Measuring Environmental Results To ensure this EPA Brownfield Project is on schedule, the City internal Brownfields Team, which will include the consultant, will meet quarterly to track all **outputs identified in 3.a** using an Excel spreadsheet and will report all progress in fulfilling the scope of work, goals, and objectives to the EPA via quarterly reports. Project expenditures and activities will be compared to the projects schedule to ensure the grant project will be completed within the three-year time frame. Site specific information will be entered and tracked in the ACRES database. The outputs to be tracked include the number of neighborhood meetings, public meetings, meetings with community groups and community partners, environmental assessments, ABCAs, and cleanup redevelopment plans. The outcomes to be tracked include community participation, acres assessed, acres ready for reuse, redevelopment dollars leveraged, and jobs created. In the event the project is not being achieved in an efficient manner, the City has countermeasures in place such as making monthly calls to their EPA Project Officer and, if needed, will create a Corrective Action Plan to help the project to get back on schedule.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

Programmatic Capability i. Organizational Capacity, ii. Organizational Structure, & iii. Description of Key Staff: The grant will be managed by Sandusky's Department of Community Development, as the department promotes and manages various programs intended to spur and support economic development activities within the City. Jonathan Holody, Director, will serve as the **Brownfield Project Director** and will be the primary point of contact for the project. He will be responsible for the oversight and completion of administrative and financial requirements of the Brownfield Program. He was a lead staff member responsible for administering multiple US

Prepare Disadvantage Business Enterprises (DBE) Reports	U.S. EPA Adrienne Callahan	City	Annually
---	----------------------------	------	----------

IV. BUDGET

The bulk of the grant dollars will be spent on Phase I and II assessments to address hazardous substances or petroleum substances and to complete remedial planning and design. This may include legal services to prepare site access agreements, review potential liabilities, and other required legal services under the grant.

Table 1. Budget Table					
Sandusky Community Wide Assessment Grant					
Budget Categories	Task 1 Programmatic Activities	Task 2 Community Outreach	Task 3 Phase I and II Assessments	Task 4 Cleanup and Reuse Planning	Total
Travel	3,000	500			3,500
Supplies		1,500			1,500
Contractual		4,000	461,000	30,000	495,000
Total	3,000	6,000	461,000	30,000	500,000

Budget Detail

Task 1 - Programmatic Activities: Costs include budget for two staff to attend three brownfield training/conferences. The City will provide additional leveraged in-kind staff resources for hiring a consultant, coordination with agency representatives, site selection and prioritization, communicating with public and private owners, and progress and financial reporting. Outputs: continuing staff training and improved knowledge.

A total of \$3,000 is allocated for travel to one or more of the following brownfield-related conferences:

1. National Brownfields Conference – \$2,300
 - Meals (4 days) \$ 400
 - Travel (for two) \$1,000
 - Hotel (3 nights, 2 people) \$ 900
 - Total \$2,300**
2. Ohio Brownfield Conference – \$ 700
 - Registration (2 people) \$ 200
 - Meals (2 people) \$ 200
 - Hotel (2 nights, 2 people) \$ 300
 - Total \$ 700**