

ORDINANCE NO. 23-061

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH CHAGRIN VALLEY ENGINEERING OF CLEVELAND, OHIO, FOR THE EAST CLEVELAND ROAD (US RTE 6) SIDEWALK, CURB & DRAINAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project consists of installing curbing, drainage, and sidewalks, as needed along the south side of East Cleveland Road, between Harbour Parkway and East Shoreway Drive, which will mirror the larger Ohio Department of Transportation's safety project in scope of work and goals, and this corridor is a priority for the Eastern Gateway to the City, and furthermore, this project will extend connectivity to the soon-to-be installed Sandusky Bay Pathway segment which will connect from East Shoreway Drive to the Cedar Point Sports Center, tying in multiple businesses and hotels on the north side of Cleveland Road; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project in which six (6) submittals were received, evaluated and ranked by a selection committee and based upon the firm's experience, professional expertise and knowledge, and past success with similar projects, it was determined Chagrin Valley Engineering of Cleveland, Ohio, was the most qualified; and

WHEREAS, Chagrin Valley Engineering will be providing professional design services for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional design services is \$139,757.00 and will be paid with Capital Projects 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 for the design work to begin and the City can proceed with bidding and construction at the end of 2023; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 Chagrin Valley Engineering of Cleveland, Ohio, for Professional

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Design Services for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage 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** One Hundred Thirty-Nine Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$139,757.00).

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: March 13, 2023

**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Design Services (this "Agreement"), made as of _____, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Chagrin Valley 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:	East Cleveland Road, (US RTE 6) Sidewalk, Curb & Drainage Project
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Chagrin Valley Engineering
Contact:	Chris Preto
Address:	22999 Forbes Road, Suite B Cleveland, OH 44146-5667

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$139,757.00. 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.

Chagrin Valley Engineering

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

John Orzech
Interim 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: **East Cleveland Road, (US RTE 6) Sidewalk,
Curb & Drainage 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: _____, 2023

EXHIBIT "1"
CITY OF SANDUSKY, OHIO

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount

January 12, 2023

Joshua R. Snyder, PE
Public Works Engineer
240 Columbus Avenue
Sandusky, Ohio 44870

Reference: East Cleveland Road, (US RTE 6) Sidewalk, Curb and Drainage Project
Harbour Parkway to East Shoreway Drive – Revised Scope and Fee

Dear Mr. Snyder:

Chagrin Valley Engineering, LTD (CVE) is pleased to submit the following scope and fee to provide professional design services for the above-referenced project based upon the information discussed at the December 22, 2022 Scope of Services meeting and your comments on January 11, 2023.

PROJECT DESCRIPTION

The project consists of the preparation of construction contract plans for a storm sewer, curb and sidewalk on the south side of East Cleveland Road between Harbour Parkway and E. Shoreway Drive. This project will use as much of the compliant sidewalk as possible between Harbour Parkway and Remington Ave. and add a new walk from East of Remington to East Shoreway Drive. With the added curbing, drainage is required to keep the road from flooding. It is anticipated that work will remain within the existing R/W.

The existing sidewalk will be assessed across existing driveways to determine if it is ADA compliant and replaced if it is not compliant. The curb ramps at Remington Avenue, Bauer Avenue and Pipe Street have either been recently replaced or will be replaced by others and are anticipated to remain undisturbed. A new ADA compliant curb ramp will be included at the intersection of East Cleveland and East Shoreway. Along East Cleveland, it is anticipated that a curb line will be established by saw cutting the asphalt pavement, removing material beyond the extended curb line and placing a concrete Type 6 curb. The asphalt aprons will be replaced with concrete and walk across the driveways will be 6" thick rather than 4" thick as it will be for the remainder of the project. A 4' wide (typical) sidewalk will be added to provide a clear walking path and the buffer between the back of curb and face of walk will either be grass or concrete. If the proposed walk will be integral, then the sidewalk width will be 7'.

It is anticipated that two-way traffic will be maintained along East Cleveland Road during construction by shifting traffic toward the north side of the street. Notes will be included in the plans to detail how access will be maintained during construction.

Any existing signage in the way of the new walk will be removed and relocated within the buffer area between the sidewalk and the back of curb and shown on the plan view.

DESIGN CRITERIA

Engineering calculations, design plans and specifications will be developed in accordance with the current editions of the ODOT Location & Design Manual (L&D)

and in accordance with ODOT's 2023 Construction and Material Specifications (CMS) and governing ODOT Supplemental Specifications and Proposal Notes and applicable ODOT and City standard construction drawings.

SCOPE OF WORK

The following tasks will be performed to complete the project.

Task 1: Preliminary Engineering

Field Survey and Existing Conditions Mapping

A topographic survey will be completed to identify the horizontal and vertical location of the existing features located along the roadway. The survey work will be performed under the direct supervision of a professional surveyor registered in the State of Ohio. The survey shall reference NAD 83 or newer for all horizontal elements and NAVD 88 or newer for all vertical elements. All existing monumentation for centerline control shall be located and referenced so it may be reestablished for construction purposes. The mapping will be developed and provided in AutoCad Civil 3D 2022, with the base map depicting the site area delineated with visible above ground features and below ground features obtained from mapping and field markings, if provided. The ODOT template will be utilized for the survey and mapping.

For all work, CVE will use only English units (US Survey Foot).

- *Control Survey:*
 - Gather and review existing data (existing plans, monuments, etc.)
 - Establish a minimum of two (2) benchmarks (may be control and/or new iron pins). Locate benchmarks. Each benchmark shall be referenced to three (3) permanent objects.
 - Establish horizontal and vertical roadway control.
- *Boundary Survey:*
 - Gather and review existing property line information (tax maps, record deeds, existing survey pins if readily found, etc.). Locate property lines within the limits of the project.
 - Establish the centerline of construction for the project.
 - Obtain centerline elevations at 25-foot intervals along the roadway for the limits of the project.
 - Calculate the existing Right of Way
 - Show property lines from GIS mapping and property addresses and ownerships.
- *Mapping Survey:*
 - CVE will contact the Ohio Utilities Protection Service to obtain existing utility information within the project limits. Non-members will be contacted directly to request field markings for design purposes and locate all underground and overhead utilities including manholes, inlets, valve boxes, catch basins, fire hydrants, utility poles, etc. on the south side of the street only. CVE will show pipe sizes, invert elevations, top of casting elevations and pipe materials.

- Define the alignment of the roadway and intersecting streets within the project limits. Perform a topographic survey to identify above ground features which include but are not limited to: residential and business buildings, driveways, signs, billboards, monuments, top and bottom of embankments, sidewalks, edges of shoulders, edges of pavement, center lines, lane lines, pavement markings, curbs, loop detectors, guardrails and fences.
- Create a Digital Terrain Model (DTM) and base map of the project area (1"=20' scale). Verify the completed DTM and base map in the field at the project site. Utility information provided by Owners will be shown in plan and profile and cross sections.

Drainage Design – CVE will perform spread calculations to determine the location of proposed catch basins. CVE along with City sewer staff will determine if the existing underdrains can be reused both for condition and hydraulically. CVE will delineate the drainage patterns and will show in a drainage map. CVE will prepare storm sewer sizing calculations to determine whether the existing underdrains can be reused or must be upsized. CVE will determine the proposed outlets for the new drainage system which are anticipated to be at Harbour Parkway, the 36" pipe at Remington Avenue and/or East Shoreway Drive.

Property Owner Notification Letters – CVE will prepare a property owner notification letter data and property owner notification letters for the City's review. It is assumed there are 37 letters to be mailed. The letters will be mailed on City letterhead and using City envelopes.

Conceptual Study – Prior to the development of the Final Plans, CVE will develop a preliminary typical sidewalk section and plan to coordinate with the City of Sandusky at a meeting. This will establish the treatment of the area between the back of curb/edge of pavement and back of walk to define sidewalk and/or tree lawn areas. The intent of the project is to establish a back of walk and provide ADA compliant walks and ramps and maintain positive drainage, which may result in a variable curb reveal along the roadway. CVE will prepare a suggested proposed curb location to limit the drive width to two drive aprons at the Value Inn property at 2236 East Cleveland Road. Once in agreement regarding the design, the plans will be prepared and submitted to the City for review and comment.

Field Visit/Existing Conditions Evaluations – CVE has included time for one (1) site visit for the Project Manager to confirm and verify field conditions and tie-in locations and spot-check the basemap. During this field visit, the existing sidewalk will be inspected to determine potential spot repairs.

Task 2: Detailed Design

With decisions made, CVE will develop final construction plans. The design will be performed using 2022 AutoCAD Civil 3D and generally follow the format and level of detail for a local municipal project.

Final Plans – The following drawings are anticipated (estimated number of sheets shown in parenthesis):

- a. Title Sheet – including all relevant standard drawings (1)
- b. Typical Sections (2) – CVE will prepare existing and proposed typical sections.
- c. General Notes (3)
- d. MOT General Notes, Plans, Details and Typical Sections (11) – CVE will prepare MOT General Notes and a MOT detail showing typical signage and construction details at the impacted intersections. CVE will design MOT typical sections showing the location of the work zone and drum/barrier protection. We anticipate two (2) typical sections that will be shown on the MOT plan sheet. CVE will prepare MOT plan sheets for the anticipated one (1) phase of construction.
- e. General Summary – (2)
- f. Quantity Calculations (7) – Pavement, Drainage, Drives, Sidewalk, Roadway, Signing, Pavement Marking. These will be calculated but will not be included in the plan set.
- g. Plan and Profile Sheets (7) 1" = 20' (horiz.) and 1" = 5' (vert.) will also include drainage improvements as necessary. The profile will match existing. The estimated plan and profile sheet breakdown is as follows: (3100 feet = 7 sheets),
- h. Cross Sections (0) – In lieu of cross sections, spot elevations will be shown on the plan and profile sheets.
- i. Drive Design (Layout, Profiles and Details) – Assume 30 driveways. Drive details along with measurements will be shown in table. Drive profiles will be shown on sheets. (7)
- j. Storm Sewer Profiles (4) – Any trunk line storm sewers will be shown on the plan and profile sheets. New storm sewer laterals will be shown on separate storm sewer profile sheets since there are no cross sections.
- k. Miscellaneous Notes and Details – Applicable Ohio Department of Transportation and City of Sandusky Standard Drawings will be added to sheets. (4)
- l. Traffic Control Plans (3) – New pavement markings and signs will be added for the proposed pedestrian crossing at East Shoreway Drive. Pavement markings throughout the rest of the corridor will not be impacted or replaced. Existing signs impacted by the new walk will be relocated. Plan/plan sheets will be provided at 1"-20'.

CVE will prepare a disposition of Stage 3 and final plan comments. CVE will submit electronic plans to the City of Sandusky for review.

CVE will prepare a detailed engineer's opinion of estimated probable construction cost estimate to accompany the plans (using ODOT Pay Items terminology) which will include the estimated quantities of the various work items and a unit cost from which the total cost will be estimated. CVE will submit the Excel file of the cost estimate to the City for the City to develop the bid form.

The performance of various administrative duties including project oversight, invoicing, budgeting, QA/QC and project management are also included.

CITY REQUIREMENTS



City shall provide timely responses to requests for information related to the project as it relates to the completion of the above-described tasks

Specific information to be provided by the City of Sandusky:

1. City to provide all available Standard Construction and Waterwork Notes, Drawings and Details for CVE's use in inserting into the plans.
2. City to provide digital copies of water, sanitary and sewer drawings (.dwg) for use in plotting these public utilities on the basemap. **Received on 12/27/2022.**
3. The City to provide videos of the storm sewers to determine potential sewer replacements.
4. The City will provide screenshots of the GIS since outside users are not permitted to have direct access.
5. The City will provide the plans for the new trail that will connect to the project at East Shoreway Drive. This project will be constructed in 2025. **Received on 12/27/2022.**
6. The City to provide CAD files and geotechnical information of the ERI-006-09.07 improvement being designed by American Structurepoint. **CAD files (except for traffic signals and traffic control) received on 1/6/2023.**
7. The City to provide private utility contact information.

SCHEDULE

The design schedule was developed to allow for the project to go to construction in 2025. A summary of milestone dates is as follows:

Milestone	Proposed Date
Notice to Proceed (NTP)	January 30, 2023
Survey and Mapping Complete	March 20, 2023
Preliminary Engineering Submission	May 1, 2023
Preliminary Engineering Approval	May 15, 2023
Stage 3 Submission	July 17, 2023
Stage 3 Approval	August 17, 2023
Final Plans	October 2, 2023

COST

The East Cleveland Road Sidewalk, Curb and Drainage project will be performed for a lump sum not to exceed fee of \$129,757. CVE has included an allowance for if-authorized services of \$10,000. If needed, these services will be negotiated later. The grand total of these services is \$139,757.

PAYMENT

CVE will submit monthly invoices as the work progresses.

CLARIFICATIONS/EXCEPTIONS/ASSUMPTIONS

The following items are excluded from the plan preparation effort listed above:

- CVE will utilize American Structurepoint's mapping, utility information, alignments and control to minimize overlap of work.
- Roadway resurfacing



- Curb ramp detailing with elevations at locations that can be constructed within the R/W
- 3-Point ties
- As-built Survey
- Utility Pole Offsets
- R/W Plans or Legal Descriptions
- Subsurface utility locating services
- Geotechnical investigations
- Cross sections
- Subsummary sheets
- Hydraulic capacity of proposed outletting pipes (such as the 36" pipe at Remington) will not be evaluated. These outletting pipes will not be upsized.
- Traffic signal and pavement markings (except for proposed crossing at East Shoreway Drive)
- Water line relocation design
- Sanitary sewer relocation design
- Environmental investigations or documentation, including NEPA requirements such as public involvement.
- Stormwater Management such as BMP design
- Utility Coordination outside of requesting information and providing a Utility Submittal for informational purposes.
- Work on private property (parking lots)
- Bidding Services
- Construction Services

Should you have any questions or require additional information, please do not hesitate to contact me at 440-399-0834 or via email at preto@cvelimited.com. Chagrin Valley Engineering, LTD appreciates this opportunity to assist the City of Sandusky.

Respectfully Submitted,

Chagrin Valley Engineering, LTD.

Chris Preto, PE, ENV SP, LEED AP BD+C
Project Manager

PROPOSAL COST SUMMARY										
PROJECT NAME:	East Cleveland Road Sidewalk, Curb and Drainage									
							Overhead Percentage =			131.63%
							Cost of Money =			0.00%
CONSULTANT:	Chagrin Valley Engineering, Ltd.									
DATE:	01/12/23						Net Fee Percentage =			11.00%
Task - Description		Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
A. East Cleveland Road Preliminary Engineering										
Survey Control/Mark and Record Monuments			26	\$1,544	\$2,032	\$0			\$393	\$3,970
Benchmarks			6	\$398	\$524	\$0			\$101	\$1,024
Centerline, R/W and Property Research			24	\$1,112	\$1,464	\$0			\$283	\$2,860
Mainline Alignment			10	\$698	\$919	\$0			\$178	\$1,795
Side Road Alignment			6	\$398	\$524	\$0			\$101	\$1,024
Cross Sections (25')			16	\$1,200	\$1,580	\$0			\$306	\$3,086
Intersection Elevations			8	\$600	\$790	\$0			\$153	\$1,543
Drainage Survey (10 CB & 23 MH)			28	\$1,724	\$2,269	\$0			\$439	\$4,433
Sign Inventory and Log			6	\$382	\$503	\$0			\$97	\$983
Topo Identification			12	\$796	\$1,048	\$0			\$203	\$2,047
Base map creation			92	\$3,868	\$5,091	\$0			\$986	\$9,945
QA/QC			12	\$712	\$937	\$0			\$181	\$1,831
Drainage Design			60	\$2,871	\$3,779	\$0			\$732	\$7,382
Conceptual Study			48	\$2,400	\$3,159	\$0			\$612	\$6,171
Property Owner Notification Letters			4	\$194	\$255	\$0	\$50		\$49	\$549
Field View/Existing Conditions Evaluation			8	\$640	\$842	\$0			\$163	\$1,646
Utility Coordination			4	\$320	\$421	\$0			\$82	\$823
General Oversight/Project Management/Quality			4	\$320	\$421	\$0	\$500		\$82	\$1,323
A. East Cleveland Road Preliminary Engineer Subtotal	\$53.95	374	\$20,177	\$26,559	\$0	\$550	\$0	\$5,141	\$52,426	
B. East Cleveland Road Detailed Design										
Title Sheet			10	\$467	\$615	\$0			\$119	\$1,201
Typical Sections and Details			30	\$1,344	\$1,769	\$0			\$342	\$3,456
General Notes			30	\$1,470	\$1,935	\$0			\$375	\$3,780
Maintenance of Traffic Notes, Plans, Details and Typical Sections			100	\$5,003	\$6,585	\$0			\$1,275	\$12,864
General Summary			24	\$1,200	\$1,580	\$0			\$306	\$3,086
Quantity Calculations (Pavement, Roadway, Drainage, Traffic Control)			25	\$1,280	\$1,685	\$0			\$326	\$3,291
Roadway Plan and Profile Sheets (500' per Sheet)			75	\$8,312	\$10,941	\$0			\$2,118	\$21,371
Cross-Sections			0	\$0	\$0	\$0			\$0	\$0
Drive Details and Profiles			70	\$3,380	\$4,449	\$0			\$861	\$8,691
Storm Sewer Profiles			16	\$752	\$990	\$0			\$192	\$1,934
Miscellaneous Details			16	\$752	\$990	\$0			\$192	\$1,934
Traffic Control			35	\$1,690	\$2,225	\$0			\$431	\$4,346
Utility Coordination			8	\$640	\$842	\$0			\$163	\$1,646
Cost Estimate (Stage 3 and Final)			20	\$976	\$1,285	\$0			\$249	\$2,510
Submission of Final Tracings and Documentation			20	\$1,018	\$1,340	\$0			\$259	\$2,618
General Oversight/Project Management/Quality			20	\$1,600	\$2,106	\$0	\$500		\$408	\$4,614
B. East Cleveland Road Detailed Design Subtotal	\$49.89	599	\$29,884	\$39,336	\$0	\$500	\$0	\$7,614	\$77,331	
C. If Authorized										
C. Additional Services			0	\$0	\$0	\$0			\$0	\$10,000
C. If Authorized Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
TOTALS			973	\$50,061	\$65,895	\$0	\$1,050	\$0	\$12,755	\$139,757

PROPOSED LABOR RATES AND HOURS										
				Labor Category		Avg. Rate				
PROJECT NAME:		East Cleveland Road Sidewalk, Curb and Drainage			Project Manager		\$80.00			
					Roadway Engineer		\$53.00			
					Junior Engineer		\$38.00			
					CAD Technician		\$41.00			
					Project Surveyor		\$49.00			
					Survey Crew (2)		\$75.00			
CONSULTANT:		Chagrin Valley Engineering, Ltd.								
DATE:		1/12/2023								