

ORDINANCE NO. 24-006

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH WSP USA INC., OF CLEVELAND, OHIO, FOR THE DEVELOPMENT OF A CITYWIDE SAFE STREETS ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years (2022-2026) for funding regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the City Commission authorized the filing of a grant application with the U.S. Department of Transportation for financial assistance through the Safe Streets and Roads for All (SS4A) Grant Program for the development of a Citywide Mobility Action Plan by Resolution No. 048-22R, passed on September 12, 2022, and subsequently was awarded funds in the amount of \$200,000.00; and

WHEREAS, Comprehensive Safety Action Plans are the basic building blocks to significantly improve roadway safety, aimed at reducing and eliminating serious injury and fatal crashes, and use data analysis to characterize roadway safety problems and strengthen a community's approach through projects and strategies that address the most significant safety risks; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the development of a Citywide Safe Streets Action Plan in which five (5) submittals were received, evaluated and ranked by a selection committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined WSP USA Inc., of Cleveland, Ohio, was the most qualified; and

WHEREAS, WSP USA Inc. will be providing professional services for the development of a of a Citywide Safe Streets Action Plan, in accordance with the Safe Streets and Roads for All (SS4A) Grant Program, 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 cost of the professional services is \$250,000.00 of which \$200,000.00 will be paid with grant funds awarded through the Safe Streets for All Action Plan Program and the remaining balance of \$50,000.00 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 to complete the plan and prioritize projects eligible for implementation using grant funding that is anticipated to be available in July of 2024; 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

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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 WSP USA Inc., of Cleveland, Ohio, for Professional Design Services for the development of a Citywide Safe Streets Action Plan, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

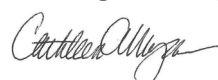
Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining 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: January 8, 2024

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _____, 2024, 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 WSP USA Inc. of Cleveland, Ohio (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:	Citywide Safe Streets Action Plan
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	WSP USA
Contact:	Jared Love
Address:	1660 West Second Street Suite 820 Cleveland, Ohio 44113

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 those services.

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 subcontracted 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 any Consultant not performing in accordance with the requirements of this agreement. The City will communicate with any Consultant through 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 for providing, or paying 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 Two Hundred-Fifty Thousand Dollars (\$250,000). 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 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 an 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 always be available to the City 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.

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

WSP USA Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

John Orzech
City Manager

APPROVAL:

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

Stewart Hastings
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: _____, 2024

CITY OF SANDUSKY, OHIO

By: _____
Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount



December 21, 2023

Aaron Klein, P.E.
Director, Public Works
240 Columbus Avenue
Sandusky, OH 44870

Re: Sandusky SS4A Safe Streets Action Plan

Dear Mr. Klein:

WSP USA Inc. (WSP) is pleased to submit this price proposal to provide support for the development of the Sandusky Safe Streets Action Plan. The scope and associated fee are provided on the following pages.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jared Love'.

Jared Love, PE, PTOE, PMP
Vice President, Columbus/Cincinnati Business Leader

WSP USA
Suite 450
Two Miranova Place
Columbus, OH 43215

Tel.: +1 614 793-0191
Fax: +1 614 793-0199
wsp.com



TASK 1.0 PROJECT MANAGEMENT

The purpose of Task 1 is to ensure the project is managed effectively and fully coordinated with prioritized agencies and stakeholders involved in the Plan development and implementation. The Project Manager will coordinate the overall consultant team, working closely with client's core decision making (Core Team) team and communicating with the plan's advisory group (Stakeholders) as well as other priority local agencies, community-based organizations, and applicable partners from project kickoff to completion.

TASK 1.1: PROJECT MANAGEMENT PLAN

The consultant understands that a clear Project Management Plan (PMP) provides a critical roadmap for delivering the project in a timely, reliable, and effective manner. Following the project kickoff meeting, we will draft a Project Management Plan that includes priorities for the project, communication preferences and protocols, formatting for technical reports and deliverables, and a detailed schedule with milestones and critical dates for the project. The PMP will discuss project objectives, a plan for obtaining key data for the project, Quality Assurance/Quality Control (QA/QC) procedures, and the overall schedule and key milestones for the project.

Deliverables:

- *Project Management Plan*

TASK 1.2 ONGOING MANAGEMENT AND COORDINATION

Day to day project management and administration activities will be performed to guide the project through the requirements. Activities include:

- Monthly progress reports
- Monitoring the quality of work and deliverables for each task.
- Monthly 30-minute virtual meetings with the client's core team

TASK 2.0 EXISTING CONDITIONS ANALYSIS

Safe Streets for All (SS4A) is a data-driven approach to mobility safety. Understanding and organizing this data is the foundation of the analysis and is something for which the WSP team has the right experience. The existing conditions analysis will incorporate all forms of transportation and evaluate these areas:

TASK 2.1 SUMMARY STATISTICAL ANALYSIS:

This effort will focus on using the crash database. Data, pulled from the ODOT Transportation Information Mapping System, will be organized into charts and key takeaways to analysis regional safety trends over the past ten years and analysis the location(s) where there are crashes, the severity, as well as contributing factors and crash types. Crashes will be separated between vehicle-only crashes, pedestrian crashes, and bicycle crashes.

Deliverables:

- *Summary Statistical Analysis Memo*



TASK 2.2 SYSTEMIC ANALYSIS & HIGH-RISK NETWORK DEVELOPMENT:

This effort will utilize the city street segment database that incorporates roadway characteristics and land use context. This analysis will create crash trees to help identify features that contributed to heightened crash risk.

Deliverables:

- *High-Risk Network & Systemic Analysis Memo*

TASK 2.3 CRASH MAPPING & HIGH INJURY NETWORK DEVELOPMENT:

This effort will utilize the crash data, street segment database, and demographic and user characteristics to prepare crash mapping and develop the high injury network with clearly identifying FSI crashes. We will separate the crashes involving people walking, biking, or using micro mobility from crashes involving people driving/inside vehicles because:

- There are a significantly higher number of crashes involving people driving/inside vehicles.
- The probability of severe or fatal injuries are significantly higher during a vehicle and non-vehicle collision, involving people walking and biking, referred to as the vulnerable users.
- Separating the user mode will also help identify if some locations have a disproportionate number of crashes involving vulnerable users. The crash analysis will be the underlying data for the high crash locations.

Deliverables:

- *High-Injury Network & HIN Development Memo*

TASK 2.4 EQUITY, POLICY, & LITERATURE REVIEW:

As a major component of SS4A Implementation Funding, equity information will be included in the analysis and current policies will be assessed of their transportation safety impacts. We will work closely with the city and municipal staff to identify existing policies pertaining to street design, traffic operations, programming street improvements and funding, as well as traffic-related laws and ordinances and how these are enforced. We will work with staff to identify practices that may or may not be based on official policies and help to determine which of these practices should be endorsed at the policy level or discontinued. WSP will review applicable policies at the regional, state, and federal levels that inform or impact Sandusky policies.

The consultant team will examine if any portions of the population experience a higher burden of traffic-related fatalities and serious injuries or other traffic related safety issues. In nearly all of our safety work, we see patterns of inequity or portions of the population that are disproportionately involved in crashes. Sociodemographic data will be used in addition to the victim attributes in the crash data to better understand which communities are most affected by traffic-related safety issues.

The team will identify and document the current state of the practice through a review of literature and publicly available industry documentation, synthesize research findings and industry practices, and identify gaps in the knowledge and practice. It is essential to have a solid comprehension of existing and previous safety efforts for a fundamental understanding of the current traffic safety situation. This review will focus on pertinent regulations,



fitting the plan recommendations into existing safety initiatives or providing solid justification if deviating, and tailoring suggestions to where existing safety funding opportunities exist.

Deliverables:

- *Equity, policy, and literature review Memo*

TASK 3.0 ENGAGEMENT

TASK 3.1 STAKEHOLDER ENGAGEMENT

We will collaborate with the City to form a stakeholder group that is both passionate and expectant of changing the traffic statistics that wrap up the city of Sandusky. With knowledgeable local and regional organizations being involved at the initial stages of the process, we will reach out to those who drive, walk, bike, scooter, and skate the streets daily. Our approach to stakeholder engagement consists of active listening, education, and training. Each engagement opportunity, including the activity, the feedback received, and participants engaged will be compiled to inform the final report. The Plan will address safety in a variety of contexts across the region. This means that actions related to safety will vary for each agency and may impact stakeholders in very different ways.

Deliverables:

- *Stakeholder Meetings: Consultants will conduct three (3) stakeholder in-person meetings throughout the project to present information and solicit feedback from the stakeholder group.*

TASK 3.2 PUBLIC SURVEY:

We will develop a survey to identify challenges and opportunities associated with progressing a safety culture in Sandusky. The survey will be available online and in paper formats. It will be distributed through social media, email, on websites, at local events, and other venues identified in listening sessions. Along with the survey, an online interactive map will be developed to collect specific locations where residents perceive existing safety risk. Locations identified through the interactive map will be reviewed with findings from data analysis to confirm perceptions and to spot-check analysis results. All information related to the project will be updated routinely on a project website that can be hosted by either the client or the consultant.

Deliverables:

- *Public survey and results summary.*

TASK 3.3 COMMUNITY ENGAGEMENT

Additional community engagement activities will be developed based on the feedback received during the stakeholder engagement and public survey. These activities will be tailored to the additional needs identified within the proposed budget. Potential activities include one-on-one meetings with specific stakeholders and groups or targeted neighborhood engagement.

Please see additional information in City Architecture scope of services.



TASK 4: ACTION PLAN DEVELOPMENT

As we weave together the analysis and public input, the WSP team will develop an SSAP that positions Sandusky up for success. The plan will include project identification and an implementation plan with project prioritization, actionable steps with responsible party designations, design guidelines, and monitoring measures for future evaluations. The completed SSAP goes beyond establishing SS4A grant eligibility; it presents an opportunity to create a dynamic implementation and accountability tool that builds off the momentum created during the public engagement and planning process.

TASK 4.1 IDENTIFICATION OF PRIORITY PROJECTS

Based on the crash history, equity analysis, and risk-based analysis we will work with the city to provide input on the criteria for project identification and prioritization. The prioritization process will consider the risk factors present at a location and prior crash history, and the estimated benefit/cost ratios for the various interventions for identified locations. Additionally, we will work with the city to prioritize projects based on considerations related to the ease of project implementation, potential funding for countermeasures, and identify potential barriers for implementation, and project time frame. This will include mapping the preferred routes of vehicles, bikes, and pedestrians based on the data analysis and information from stakeholders and public engagement.

TASK 4.2 PROJECT IMPLEMENTATION AND FUNDING

The final plan will advance concepts for a shortlist of projects that are most competitive for additional federal funding requests and will include strategies and action items that will focus on policies, programs, and projects that impact the entire city and individual neighborhoods. Infrastructure recommendations will be evidence-based and data-driven, addressing data findings from the data and equity analysis and outreach efforts. We will create an implementation plan for improvements derived from the USDOT Proven Safety Countermeasures for all prioritized locations or a subsegment of those locations that includes, at a minimum, project description, project location limits, typical sections (existing and proposed), cost estimates, total budget, and benefit-cost analysis. The deliverable for this task is an implementation plan for specific roadway safety challenge locations. Recommendations will range in term as well as cost to implement (low, medium and high).

TASK 4.3 EVALUATION AND REPORTING

Develop a system and tools to measure progress, performance indicators, analyze metrics, and create annual reports for the Sandusky Safety Action Plan.

TASK 4.4: SAFE STREETS ACTION PLAN DOCUMENT

Using feedback received from the Core Team and Advisors, and stakeholders on the goals and actions, the consultant team will draft a Safe Streets Action Plan that is image-rich and easy to follow. Our team will produce a formal document, that complies with the SS4A eligibility criteria, to be presented to City Council and the public for adoption, helping ensure the safety of Sandusky for years to come. After review by the Core Team and appropriate Advisors, we will revise and finalize the document.

Deliverables:

- *Safe Streets Action Plan Document (Draft and Final)*

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

PROPOSAL COST SUMMARY

State Average Overhead Rate 157.79%
Consultant Overhead Rate: 140.30%
Cost of Money: 0.32%
Net Fee Percentage: 11%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
Task 1 Kick-Off Meeting									
2.1 PMP	\$75.00	6	\$450	\$631	\$1	\$0	\$0	\$128	\$1,210
2.2 On-going Coordination	\$67.63	38	\$2,570	\$3,606	\$8	\$0	\$15,476	\$729	\$22,389
2.3 Monthly Meetings (12 meetings)	\$80.08	40	\$3,203	\$4,494	\$10	\$0	\$0	\$908	\$8,615
Task 2 Data, Policy, and Equity Analysis									
2.1 Summary Statistical Analysis	\$60.25	52	\$3,133	\$4,396	\$10	\$0	\$42,991	\$888	\$51,418
2.2 Systemic Analysis & High-Risk Network	\$67.64	22	\$1,488	\$2,088	\$5	\$0	\$0	\$422	\$4,003
2.3 High Injury Network	\$60.25	52	\$3,133	\$4,396	\$10	\$0	\$0	\$888	\$8,427
2.4 Equity, Policy, & Literature Review	\$69.50	32	\$2,224	\$3,120	\$7	\$0	\$0	\$631	\$5,982
Task 3 Engagement									
3.1 Stakeholder Meetings	\$70.70	60	\$4,242	\$5,952	\$14	\$0	\$45,027	\$1,203	\$56,438
3.2 Online Survey	\$53.55	74	\$3,963	\$5,560	\$13	\$0	\$0	\$1,124	\$10,660
3.3 Public Meetings (2 public meetings)	\$68.63	48	\$3,294	\$4,621	\$11	\$588	\$0	\$934	\$9,448
3.3 Community Engagement	\$80.06	16	\$1,281	\$1,797	\$4	\$0	\$0	\$363	\$3,445
Task 4 Comprehensive & Equitable Safety Action Plan									
4.1 Priority Issue Identification	\$73.58	48	\$3,532	\$4,955	\$11	\$0	\$0	\$1,002	\$9,500
4.2 Project Implementation & Funding	\$67.66	56	\$3,789	\$5,316	\$12	\$0	\$0	\$1,074	\$10,191
4.3 Evaluation & Reporting	\$70.95	20	\$1,419	\$1,991	\$5	\$0	\$0	\$402	\$3,817
4.4 Draft Plan	\$65.88	108	\$7,115	\$9,982	\$23	\$0	\$11,511	\$2,018	\$30,649
4.4 Final Plan	\$71.31	72	\$5,134	\$7,203	\$16	\$0	\$0	\$1,456	\$13,809
Total - NW Ohio SS4A	\$67.16	744	\$49,970	\$70,108	\$160	\$588	\$115,004	\$14,170	\$250,000

TOTAL AUTHORIZED PARTS \$67.16 744 \$49,970 \$70,108 \$160 \$588 \$115,004 \$14,170 \$250,000

GRAND TOTAL \$67.16 744 \$49,970 \$70,108 \$160 \$588 \$115,004 \$14,170 \$250,000

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

	Project Manager	Deputy Project Manager	Technical Advisor	Sr Lead Engineer	Sr Engineer	Engagement Lead	Grant Specialist	Proj Acct/ Clerical	Total	
Task Description	\$95.31	\$64.85	\$73.65	\$74.26	\$54.84	\$45.70	\$72.39	\$57.93	Hours	Cost
AUTHORIZED TASKS:										
Task 1 Kick-Off Meeting										
2.1 PMP	2	4							6	\$450
2.2 On-going Coordination	8	10						20	38	\$2,570
2.3 Monthly Meetings (12 meetings)	20	20							40	\$3,203
Task 2 Data, Policy, and Equity Analysis										
2.1 Summary Statistical Analysis	2	20			30				52	\$3,133
2.2 Systemic Analysis & High-Risk Network	2	20							22	\$1,488
2.3 High Injury Network	2	20			30				52	\$3,133
2.4 Equity, Policy, & Literature Review	2	20	10						32	\$2,224
Task 3 Engagement										
3.1 Stakeholder Meetings	12	24	12		12				60	\$4,242
3.2 Online Survey	4	20				50			74	\$3,963
3.3 Public Meetings (2 public meetings)	16	16				16			48	\$3,294
3.3 Community Engagement	8	8							16	\$1,281
Task 4 Comprehensive & Equitable Safety Action Plan										
4.1 Priority Issue Identification	8	20	20						48	\$3,532
4.2 Project Implementation & Funding	4	10	16	8	18				56	\$3,789
4.3 Evaluation & Reporting	4	16							20	\$1,419
4.4 Draft Plan	12	40	8	8	40				108	\$7,115
4.4 Final Plan	8	40	8	16					72	\$5,134
Total - NW Ohio SS4A	114	308	74	32	130	66	0	20	744	\$49,970
TOTAL AUTHORIZED PARTS	114	308	74	32	130	66	0	20	744	\$49,970
GRAND TOTAL	114	308	74	32	130	66	0	20	744	\$49,970

Project Sandusky SS4A
Consultant: WSP USA Inc.
Agreement No. N/A
Task Order N/A
PID No. N/A
Proposal Date 12/21/2023

DIRECT COSTS

Version:
 Feb 2017

Task Description	Unit Cost:	Mileage	Hotel	Meals	Direct Cost 4	Direct Cost 5	Direct Cost 6	Total
AUTHORIZED TASKS:								
Task 1 Kick-Off Meeting								
2.1 PMP								\$0
2.2 On-going Coordination								\$0
2.3 Monthly Meetings (12 meetings)								\$0
Task 2 Data, Policy, and Equity Analysis								
2.1 Summary Statistical Analysis								\$0
2.2 Systemic Analysis & High-Risk Network								\$0
2.3 High Injury Network								\$0
2.4 Equity, Policy, & Literature Review								\$0
Task 3 Engagement								
3.1 Stakeholder Meetings								\$0
3.2 Online Survey								\$0
3.3 Public Meetings (2 public meetings)		1014						\$588
3.3 Community Engagement								\$0
Task 4 Comprehensive & Equitable Safety Action Plan								
4.1 Priority Issue Identification								\$0
4.2 Project Implementation & Funding								\$0
4.3 Evaluation & Reporting								\$0
4.4 Draft Plan								\$0
4.4 Final Plan								\$0
Total - NW Ohio SS4A		1014	0	0	0	0	0	\$588
TOTAL AUTHORIZED PARTS		1014	0	0	0	0	0	\$588
GRAND TOTAL		1014	0	0	0	0	0	\$588



November 20, 2023

Ms. Nora Anderson, PE, PTOE
WSP Ohio Traffic and ITS Lead
1660 W 2nd St STE 820
Cleveland, OH 44113

**RE: City of Sandusky Comprehensive Safety Action Plan
Environmental Design Group No. 23-00515-01P**

Dear Ms. Anderson,

Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to your email on November 11, 2023, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (330) 375-1390. We look forward to working with you and appreciate your business.

Sincerely,

Renee Whittenberger, PE, RSP1
rwhittenberger@envdesigngroup.com
Project Manager

Bryan Newell, A.I.C.P.
bnewell@envdesigngroup.com
Director

Enclosures:

Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract
Exhibit C: Fee Framework

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

Signature

Print

Date

Special Instructions: _____

CORPORATE

450 Grant Street / Akron, OH 44311
P 330.375.1390 / **F** 330.375.1590
TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050
Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street
Marietta, Ohio 45750

NEWARK OFFICE

33 West Main Street, Suite 206-A
Newark, Ohio 43055

envdesigngroup.com

The community impact people.

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

PROJECT UNDERSTANDING

The overall project is to develop a comprehensive safety action plan that addresses the myriad of roadway safety challenges present in diverse locations, intersection types, and modal viewpoints throughout the City of Sandusky. The overarching objectives are firstly, to bolster regional road safety with a forward-thinking plan that adheres to USDOT guidelines, and secondly, to ensure the region is well-placed to secure future SS4A funding. Our position as a sub-consultant to WSP is to support this mission through certain assigned tasks. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

TASK 1.0 PROJECT MANAGEMENT

The purpose of Task 1 is to ensure the project is managed effectively and fully coordinated with prioritized agencies and stakeholders involved in the Plan development and implementation. The Project Manager will coordinate the overall consultant team, working closely with the Client's core decision-making (Core Team) team and communicating with the plan's advisory group (Stakeholders) as well as other priority local agencies, community-based organizations, and applicable partners from project kickoff to completion.

TASK 1.2 ONGOING MANAGEMENT AND COORDINATION

Day-to-day project management and administration activities will be performed to guide the project through the requirements. Activities include:

- Monthly progress reports,
- Monitoring the quality of work and deliverables for each task, and
- Monthly 30-minute virtual meetings with the Client's core team. Six (6) virtual meetings have been included in this fee.

TASK 2.0 EXISTING CONDITIONS ANALYSIS

Safe Streets for All (SS4A) is a data-driven approach to mobility safety. Understanding and organizing this data is the foundation of the analysis. The existing conditions analysis will incorporate all forms of transportation.

TASK 2.1 SUMMARY STATISTICAL ANALYSIS

This effort will focus on using the crash database. Data, obtained from the ODOT Transportation Information Mapping System, will be organized into charts and key takeaways to analyze regional safety trends over the past ten (10) years and analyze the location(s) where there are crashes, the severity, as well as contributing factors and crash types. Crashes will be separated between vehicle-only crashes, pedestrian crashes, and bicycle crashes. The centralized geodatabase will include roadway segments and their characteristics (such as AADT, lanes, speeds, etc.) along with land use typology/density to understand factors that contribute to crash types, severities, and affected users.

Deliverables:

- Summary Statistical Analysis Memo.

TASK 2.2 SYSTEMIC ANALYSIS & HIGH-RISK NETWORK DEVELOPMENT

This effort will utilize the City street segment database that incorporates roadway characteristics and land use context. This analysis will create crash trees to help identify features that contributed to heightened crash risk.

Deliverables:

- High-Risk Network and Systemic Analysis Memo.

TASK 2.3 CRASH MAPPING & HIGH INJURY NETWORK DEVELOPMENT

This effort will utilize the crash data, street segment database, and demographic and user characteristics to prepare crash mapping and develop the high injury network with clearly identifying FSI crashes. We will separate the crashes involving people walking, biking, or using micro-mobility from crashes involving people driving/inside vehicles because:

The community impact people.

- There is a significantly higher number of crashes involving people driving/inside vehicles.
- The probability of severe or fatal injuries are significantly higher during a vehicle and non-vehicle collision, involving people walking and biking, referred to as the vulnerable users.
- Separating the user mode will also help identify if some locations have a disproportionate number of crashes involving vulnerable users. The crash analysis will be the underlying data for the high crash locations.

Deliverables:

- High-Injury Network and High-Injury Network Development Memo.

TASK 3.0 ENGAGEMENT

TASK 3.1 STAKEHOLDER ENGAGEMENT

We will support WSP in collaboration with the City to form a stakeholder group that is both passionate and expectant of changing the traffic statistics that wrap up the City of Sandusky. With knowledgeable local and regional organizations being involved at the initial stages of the process, WSP will reach out to those who drive, walk, bike, scooter, and skate the streets daily. Our approach to stakeholder engagement consists of active listening, education, and training. Each engagement opportunity, including the activity, the feedback received, and the participants engaged will be compiled to inform the final report. The Plan will address safety in a variety of contexts across the region. This means that actions related to safety will vary for each agency and may impact stakeholders in very different ways.

In support of this task, Environmental Design Group will attend three (3) stakeholder in-person meetings throughout the project to present information and solicit feedback from the stakeholder group.

TASK 4: ACTION PLAN DEVELOPMENT

TASK 4.4: TRANSPORTATION SAFETY ACTION PLAN DOCUMENT

Using feedback received from the Core Team, Advisors, and stakeholders on the goals and actions, the consultant team will draft a Transportation Safety Action Plan that is image-rich and easy to follow. The team will produce a formal document, that complies with the SS4A eligibility criteria, to be presented to the City Commission and the public for adoption, helping ensure the safety of Sandusky for years to come. The team will develop layouts including copy, photography, infographics, and tables that enhance aesthetic quality and readability to its prioritized audience. After review by the Core Team and appropriate Advisors, we will revise and finalize the document. In support of this task, Environmental Design Group will allocate time to review the draft report and recommendations.

Deliverable:

- Review of Transportation Safety Action Plan Document

PROJECT QUOTATION

Environmental Design Group's fee for these professional services will be **a lump sum of Sixty-Six Thousand, Four Hundred Four Dollars and Zero Cents (\$66,404.00)**. This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are included in the price shown for professional services. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will prepare and submit for Client approval a schedule for the performance of the scope of services. This schedule shall include reasonable allowances for review and approval times required by the Client.



Fee Proposal
WSP Lead on Sandusky
SS4A Comprehensive Safety Action Plan
 November 20, 2023

	Principal	Project Manager	Multi-Modal Engineer	Safety Engineer	GIS Specialist	Clerical	EDG Total Hours	EDG Miles	EDG Total Cost
Task 1.0 Project Management									
TASK 1.2 Ongoing Management and Coordination							0		\$0.00
Monthly Progress Reports		6				10	16	360	\$2,129.29
Monitoring the quality of work and deliverables	4	24					28		\$5,766.02
Six virtual meetings	3	6		6	3		18		\$3,530.58
Subtotal Task 1	7	36	0	6	3	10	62	360	\$11,425.88
Task 2.0 Existing Conditions Analysis									
TASK 2.1 Summary Statistical Analysis							0		\$0.00
Create Geo-referenced Database			12		12		24		\$5,346.23
Summary Statistical Analysis and Memo		12	20	10			42		\$7,598.94
Systemic Analysis and High-Risk Network Development, Memo		38	32	2	2		74		\$14,449.43
Crash Mapping and High Injury Network Development		40	32	8	2		82		\$15,596.26
Subtotal Task 2	0	90	96	20	16	0	222	0	\$42,990.86
Task 3.0 Engagement									
TASK 3.1 Stakeholder Engagement							0		\$0.00
Stakeholder Meetings (in person)		3	15	15			33	564	\$5,876.86
Subtotal Task 3	0	3	15	15	0	0	33	564	\$5,876.86
Task 4.0 Action Plan Development									
TASK 4.4 Transportation Safety Action Plan Document							0		\$0.00
Review of Document and Recommendations	2	8		16			26		\$4,159.67
Subtotal Task 4	2	8	0	16	8	0	34	0	\$6,110.53
TOTAL BASE CONTRACT	9	137	111	57	27	10	351	924	\$ 66,404.13
PROJECT SUMMARY COST									
TOTAL HOURS	351								
TOTAL LABOR COSTS	\$65,803.53								
Reimbursable Expenses	\$600.60								
TOTAL BASE COST	\$66,404.13								

November 20, 2023

Nora Anderson, PE, PTOE
Ohio Traffic and ITS Lead
WSP
1660 W. 2nd Street, Suite 820
Cleveland, Ohio 44113

**SANDUSKY CITYWIDE SAFE STREETS ACTION PLAN
SANDUSKY, OHIO
PROPOSAL FOR PROFESSIONAL SERVICES**

Dear Nora:

City Architecture is pleased to present this proposal for professional services for the Sandusky Citywide Safe Streets Action Plan to support the WSP team. Based on our November 14 project kick-off meeting, we anticipate a dynamic process of identifying safety needs in the City of Sandusky through analysis and focused conversations, testing ideas and supporting actionable and fundable recommendations.

PROJECT UNDERSTANDING

It is City Architecture's intention to provide engagement-focused planning services to support WSP's work in developing a safe streets plan for the City of Sandusky.

PLANNING AND ENGAGEMENT SERVICES

City Architecture will provide planning and engagement services for this initiative. We understand an 8-12 month project schedule is anticipated, commencing in November 2023. The following services will be provided during this planning phase of the project:

- Participate in monthly team meetings (virtual)
- Provide support on progress reports and project coordination
- Participate in three stakeholder meetings (in person)
- Develop materials to support stakeholder conversations
- Plan and conduct two public meetings (in person)
- Develop materials to support public meetings
- Conduct / support additional engagement activities as time and fees permit
- Develop plan materials to support final recommendations

PROFESSIONAL FEES

The fee for Basic Services as described in this proposal will be billed on an hourly not to exceed basis. The following is a fee analysis breakdown by phase for your consideration:

Basic Services	Fee Allocation
Task 1: Coordination (progress reports, monthly meetings)	\$ 4,050.00
Task 3: Engagement (stakeholder meetings, public meetings, support materials)	\$ 39,150.00
Task 4: Document Prep and Review (support on development of final plan materials)	\$ 5,400.00
Total Basic Services	\$ 48,600.00

Reimbursable Expenses	Fee Allocation
In-house printing, Postage, Travel, etc.	\$ 800.00
Total Reimbursable Expenses	\$ 800.00
Total Services and Expenses	\$ 49,400.00

EXCLUSIONS

The following items are not included in this proposal and are assumed to be provided by owner. If preferred, these services can be included as an additional service:

- Preparation of meeting agendas, meeting minutes/summaries, or other project correspondence deemed appropriate for WSP/City of Sandusky
- Sustainability services such as LEED or Enterprise Green Communities
- Cost estimating and scheduling
- Site survey

ASSUMPTIONS

- 8-12 month project duration
- Virtual monthly calls/meetings (12)

If this proposal is acceptable, we will anticipate an agreement which will define the terms and conditions for execution. We look forward to working with you, and we thank you for this opportunity to partner with WSP and the City of Sandusky.

Sincerely,
CITY ARCHITECTURE, INC.



Michelle Bandy-Zalatoris AICP, LEED AP
Director of Planning and Urban Design

Copies To: Alex Pesta

Acceptance of Proposal and Notice to Proceed:

Signature

Name, Title

Date

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