

ORDINANCE NO. 24-046

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH OHM ADVISORS OF CLEVELAND, OHIO, FOR THE SANDUSKY WHEELS PARK DESIGN AND CONSTRUCTION DOCUMENTATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City desires to update the Skate Park located behind the Sandusky Police Department on Meigs Street to create a destination public skate park accessible to users of all wheels, all ages, and all skill levels; and

WHEREAS, this City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the Sandusky Skate Park – Design Development Project for the preliminary design and community engagement process for a new skate park by Ordinance No. 22-194, passed on September 26, 2022; and

WHEREAS, this City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the Sandusky Wheels Park – Design and Construction Documentation Project for construction documents and bidding by Ordinance No. 23-188, passed on September 11, 2023; and

WHEREAS, OHM Advisors will be providing additional services for the Sandusky Wheels Park Design and Construction Documentation Project involving construction administration and construction material testing, 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 original cost of the professional design services was \$49,700.00 and with this Amendment in the amount of \$15,000.00, the revised total cost is \$64,700.00 and will be paid with American Rescue Plan Act (ARPA) Stimulus 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 allow for continued services during construction activities which are expected to begin in March 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance 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

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Amendment to the Agreement with OHM Advisors of Cleveland, Ohio, for Professional Design Services for the Sandusky Wheels Park Design and Construction Documentation 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 adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00), resulting in a revised total not to exceed Sixty-Four Thousand Seven Hundred and 00/100 Dollars (\$64,700.00).

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

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

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



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 26, 2024

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This First Amendment to the Agreement for Professional Design/Engineering 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 OHM Advisors (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/engineering services for the following project (the "Project"):

Project Name:	Sandusky All Wheels Park
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	OHM Advisors
Contact:	Russ Critelli
Address:	6001 Euclid Avenue, Suite 130 Cleveland, Ohio 44103

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on September 13, 2023, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Design Services Amendment executed on _____, between the City and OHM Advisors for a revised fee not to exceed \$64,700.

Signature Page to Follow

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

OHM Advisors
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

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: Sandusky Wheels Park

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky 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

By: _____

Michelle Reeder
Finance Director

Account Number

Amount

January 26, 2023

Arin Blair, AICP
Chief Planner
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

RE: Sandusky Wheels Park Design and Construction Documentation – Additional Services
Proposal #22209-A

Dear Arin:

OHM Advisors (OHM, Consultant,) is grateful for the opportunity to continue working with the City of Sandusky (City, Client,) on the implementation of the new All Wheels Park. This proposal represents our understanding of the project, work plan, schedule and cost of services.

Understanding

OHM will provide construction administration and material testing services as needed by the City throughout the duration of the project construction, anticipated to be spring / summer 2024.

Work Plan

Task #1 – Construction Administration (OHM)

- Answer contractor RFI's and review submittals and shop drawings.
- Attend construction meeting and observation site visits, as requested by the City.
 - Construction meeting will include discussion of progress since the previous meeting, work scheduled for the current week, questions, issues, concerns, and proposed resolutions.
 - Immediately prior to or following the meeting, an OHM representative will walk the construction site, and observe work that has been completed since the previous visit and is visible at the time of the current site visit. The observation will include review of materials, execution of the design, and workmanship.
- Meetings:
 - (1) punch list review meeting.
 - Construction meetings as requested.
- Deliverables:
 - Responses to RFI's, shop drawings, and submittals.
 - Site Visit and punch list report.



Task #2 – Construction Material Testing (Intertek PSI)

- Structural concrete inspection, sampling and testing:
 - Review concrete mix designs for compliance with project specifications.
 - Inspect the installation of reinforcing steel and anchor bolts prior to the placement of concrete.
 - Sample and test plastic concrete and mold compressive strength cylinders for structural concrete.
 - Testing of the plastic concrete includes measurement of its slump, air content, and temperature.
 - Perform laboratory compressive strength tests on cured concrete cylinders.
 - Report the results of the field and laboratory tests to the City, Contractor, and OHM Advisors.
- Shotcrete inspection, sampling and testing:
 - Review concrete mix designs for compliance with project specifications.
 - Sample and test plastic concrete. Testing of the plastic concrete includes measurement of its slump, air content, and temperature.
 - Extract cores from panels prepared by the contractor and test cores for compressive strength.
- Meetings: None.
- Deliverables: Concrete test reports.

Compensation and Timetable

OHM Advisors will provide the above-outlined professional services in accordance with the following hourly, not-to-exceed fee schedule and in accordance with the attached Exhibit 'C' – OHM Rate Schedule, and Exhibit 'D' – PSI Rate Schedule.

Task	Hourly Not to Exceed Fee
Task #1: Construction Administration	\$ 7,000
Task #2: Construction Material Testing	\$ 8,000
Total:	\$ 15,000

Clarifications and Assumptions

1. OHM will manage consultant team construction administration services.
2. All deliverables will be submitted electronically in PDF and/or CAD data format, as appropriate.
3. All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.
4. If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.
5. Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Client shall pay OHM for work performed through the effective date of termination.



Authorization

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the City of Sandusky Terms and Conditions will form our agreement.

Thank you for giving us the opportunity to be of service! We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at 216-339-7412 or jeremy.hinte@ohm-advisors.com.

Sincerely,

OHM Advisors

Authorization to Proceed:
City of Sandusky

Jeremy Hinte, PLA, ASLA, Project Manager

jeremy.hinte@ohm-advisors.com

D: 216.865.1337 C: 216.339.7412

Signature

Date

Russ Critelli, PE, PMP, Principal

Russ.Critelli@ohm-advisors.com

D: 216.865.1336 C: 216.346-2637

Printed Name

Title

EXHIBIT "A"



OHM ADVISORS 2024 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$200.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$182.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$168.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$156.00
Project Specialist III	\$185.00
Project Specialist II	\$165.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$158.00
Graduate Engineer III	\$150.00
Graduate Engineer II	\$145.00
Graduate Engineer I	\$135.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$145.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$128.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$118.00
Technician IV	\$153.00
Technician III	\$135.00
Technician II	\$120.00
Technician I	\$102.00
Engineering / Architectural / Interior Design Aide	\$80.00
Professional Surveyor III	\$175.00
Professional Surveyor II	\$162.00
Professional Surveyor I	\$146.00
Graduate Surveyor	\$132.00
Surveyor III	\$135.00
Surveyor II	\$120.00
Surveyor I	\$105.00
Surveyor Aide	\$80.00
Planner IV	\$170.00
Planner III	\$153.00
Planner II	\$129.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$125.00
Administrative Support	\$95.00
Clerical Aide	\$80.00
Principal	\$235.00
Sr. Associate	\$215.00
Associate	\$205.00

Rates as reflected subject to review and adjustment on an annual basis.
2024 Public Rates 23-1219



Professional Service Industries, Inc.
5555 Canal Road Cleveland, Ohio 44125
P: 216.447.1335

SANDUSKY ALL WHEELS PARK – OHM ADVISORS

PSI 2024 SCHEDULE OF FEES

PSI Proposal No. 0141-416515

FIELD TESTING SERVICES:

Concrete:

Engineering Technician..... Per Hour \$ 55.00

Vehicle Transportation (portal-to-portal):

..... Per Trip \$ 85.00

LABORATORY TESTING SERVICES

Compression Test Concrete – ASTM C-39 \$ 18.00 Each
(Includes molds, curing, capping and testing)

Compression Test Shotcrete Cores – ASTM C-42 \$ 65.00 Each
(Includes curing, capping and testing)

ENGINEERING SERVICES (Services including site visits, engineering analysis & consulting)

Clerical..... Per Hour \$ 45.00

Project Manager Per Hour \$ 100.00

Professional Engineer, P.E. Per Hour \$ 120.00

REMARKS:

Services and fees not listed above will be quoted upon request. A per diem charge, if applicable, will be added. A two-hour project manager fee will be charged for initial project set-up. All technician charges are a minimum of four (4) hours and are portal to portal. Pick-up of concrete or soil samples will be billed on an hourly rate of the engineering technician. Interest may be added to delinquent accounts at the rate of one and one-half (1 ½) percent for each month of delinquency. The above unit prices are subject to six (6) percent increase one (1) year from the date of this proposal.

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice.

Overtime rates will be applicable for services performed outside 7:00 a.m. and 5:00 p.m., Monday through Friday; for all hours worked on Saturdays, Sundays and holidays; and for all work in excess of 8 hours per day. The rate will be 1.5 times the applicable hourly rate.

Engineering time of one-half (0.5) hour (at project manager rate) and clerical time of two-tenth (0.2) hour, per technician day will be included for report review, data evaluation and contract administration. Engineering time of up to one-half (0.5) hour (at project manager rate) and clerical time of up to two-tenth (0.2) hour, per laboratory report will be included for report review, data evaluation and contract administration.

Scheduling or cancellation of field testing and observation services is required **no later than 4 PM through the Cleveland PSI office the working day prior** to the date the services are to be performed. **Services cancelled without advance notice will be assessed a minimum 4-hour charge.** Same day service may be billed at the overtime rate according to availability of personnel. Allow three working days for tests and evaluation of soil samples. Less than 24 hour notice for laboratory testing may result in a "rush" charge of 1.5 times the regular rate.

Miscellaneous materials and supplies, not normally provided such as tapes, rules, survey ribbon, photographic film, patching materials, etc., required to complete the assigned tasks will be charged to the client at cost + 15%.

Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined. Issuance of Final Reports is subject to full payment of outstanding invoices.

Curing box and a source of electricity for climate control is the responsibility of the contractor. Security against theft or damaging of the curing box or the specimens within is the responsibility of the contractor.