



**CITY OF SANDUSKY COMMISSION
REGULAR SESSION AGENDA
July 23, 2012 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

J. Farrar, P. Brown, J. Hamilton, D. Cole, W. Poole, K. Grohe & J. Smith

APPROVAL OF MINUTES

July 9, 2012

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

PRESENTATIONS

Hayes Avenue Planter Project – Citizen Recognition

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1 – Submitted by James Lang, Interim Police Chief

Budgetary Information: The total cost for two LK790 commercial treadmills is \$9,672.20 and will be funded with grant funds from the Sandusky/Erie County Community Foundation in the amount of \$4,836.10 and the Wightman/Wieber Foundation in the amount of \$4,836.10, if awarded. This price includes a \$250 trade-in for our outdated equipment. These grants require no matching funds from the city.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of grant applications to the Sandusky/Erie county Community Foundation and the Wightman/Wieber Foundation for the Sandusky Police Department and, if awarded, authorizing the city manager to execute any required agreements; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: The estimated amount of the consultant fee for professional design services is \$195,036 to be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into an agreement for professional design services with Jones & Henry Engineers, Ltd. for the wastewater collection improvements preliminary design project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Todd Roth, P.E., P.S.

Budgetary Information: The cost of the additional construction administration is not to exceed \$111,200 and is to be paid with water funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into an amendment to the agreement for professional design/engineering services with MWH Americas, Inc. for the Big Island Water Works chemical improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Thomas Schwan, Sandusky Transit Administrator

Budgetary Information: The total cost for the annual support fee is \$14,500 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the city's general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Trapeze Software Group of Dallas, Texas for the annual software support and maintenance fee for the period of July 1, 2012 through June 30, 2013; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye CableSystem broadcast on Cable Channel 81:

Replays: Monday, July 23 at 8:30 p.m.
Tuesday, July 24 at 5 p.m.
Monday, July 30 at 7 p.m.



SANDUSKY POLICE DEPARTMENT

JAMES LANG, INTERIM POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5870
FAX: 419.627.5862

www.ci.sandusky.oh.us

TO: Nicole Ard, City Manager
FROM: Chief Jim Lang
DATE: 07-11-2012
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation for the approval of the submission of a grant applications to the Sandusky/Erie County Community Foundation and the Wightman/Wieber Foundation for the purchase of new treadmills for the Sandusky Police Department workout facility and authorizing the City Manager to enter into any grant agreements and accept funds if awarded.

BACKGROUND INFORMATION:

The City of Sandusky Police Department (SPD) has had a physical fitness program in place for it's officers for many years. The physical fitness of our officers is directly related to their ability to perform the essential functions of the job. The SPD workout facility was originally funded through grant funds and private donations. The upkeep for the equipment is currently contracted through Fitness Serve and paid for with SPD budgeted funds. Fitness Serve has recommended for some time, the replacement of some of our aging equipment, especially our two treadmills.

BUDGETARY INFORMATION:

The total cost for two LK790 commercial treadmills is \$9,672.20 and will be funded with grant funds from the Sandusky/Erie County Community Foundation in the amount of \$4,836.10 and the Wightman/Wieber Foundation in the amount of \$4,836.10, if awarded. This price includes a \$250.00 trade in for our outdated equipment. (See attached quote.) These grants require no matching funds from the City.

ACTION REQUESTED:

It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant applications to the Sandusky/Erie County Community Foundation and the Wightman/Wieber Foundation for the purchase of new treadmills for the SPD workout facility and if awarded, to execute any required agreements and expend funds consistent to the agreements. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to submit the grant applications prior to the deadlines August 1, 2012 and September 1, 2012.

Jim Lang, Interim Chief of Police

I concur with this recommendation:

Nicole Ard-City Manager

Fitness Serve

20630 Center Ridge Rd.
Rocky River, OH 44116

phone 440-333-0630
fax 440-333-3825
www.fitnessserve.com

Quote

Date 6/1/2012
Quote # 5216-0710

Quoted to:

Sandusky Police Department
Attn: Accounts Payable
222 Meigs Street
Sandusky, OH 44870

Ship to / Service at:

Phillip Frost
419-627-5863

Requested by	Customer Contact	Customer Phone	Customer Fax	Terms	Rep
Phillip Frost	Phillip Frost	419-627-5863	419-627-5862	Net 30	SM
Item	Description	Qty	Cost	Total	
64-LK790	treadmill, LK 790, BH Commercial	2	5,499.00	10,998.00	
Discount	Discount- Police Department Savings		-1,099.80	-1,099.80	
	Subtotal			9,898.20	
Trade - in	Trade - in- Stairmaster & Landice Treadmill		-250.00	-250.00	
Delivery fee	Delivery/installation fee	1	250.00	250.00	
Delivery discount	Delivery/installation discount		-250.00	-250.00	
freight	freight	1	275.00	275.00	
Discount	Discount- Free Freight		-275.00	-275.00	
fuel surcharge	fuel surcharge	3	8.00	24.00	
	Total Realized Savings: \$1,874.80				
	Brand New Units				

Please fax back signed quote
as approval.

Purchase order# _____

SIGNATURE _____

Subtotal	\$9,672.20
Sales Tax (0.0%)	\$0.00
Total	\$9,672.20

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF GRANT APPLICATIONS TO THE SANDUSKY / ERIE COUNTY COMMUNITY FOUNDATION AND THE WIGHTMAN / WIEBER FOUNDATION FOR THE SANDUSKY POLICE DEPARTMENT AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Police Department has a physical fitness program and a workout facility that was originally funded through grant funds and private donations and it has been recommended by Fitness Serve, who provides maintenance for the workout equipment, that some of the aging equipment be replaced which includes two (2) treadmills; and

WHEREAS, the total cost for two (2) LK790 commercial treadmills is \$9,672.20, including a trade-in discount of \$250.00 for the used treadmills, and will be funded with grants, if awarded, from the Sandusky / Erie County Community Foundation in the amount of \$4,836.10 and the Wightman / Wieber Foundation in the amount of \$4,836.10; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant applications to the Sandusky / Erie County Community Foundation and the Wightman / Wieber Foundation prior to the deadlines of August 1, 2012, and September 1, 2012, respectively; 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 Police Department, 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 Resolution 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the submission of grant applications to the Sandusky / Erie County Community Foundation and the Wightman / Wieber Foundation for the purchase of two (2) new treadmills for the Sandusky Police Department and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution 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 Resolution 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 Resolution 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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 23, 2012

To: Nicole C. Ard, City Manager
From: Todd J Roth, Director of PED
Date: July 11, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Jones & Henry Engineers, Ltd. for the Wastewater Collection Improvements Preliminary Design Project. This agreement will authorize Jones & Henry to proceed with planning and design for the improvements of our wastewater collection system.

This project includes a preliminary phase to analyze the existing system with potential improvements following the guidelines as established in our general plan. The analysis will include the trunk lines and pumping stations that are used for the conveyance and potential storage of wastewater from the County serviced area and the City in the East end. The City system is primarily a combined system with CSO facilities. The intention will be to follow the plan and eliminate overflow events. The second phase of the project will include the construction drawings to implement the necessary improvements as determined from the first phase.

The City of Sandusky accepted Statements of Qualifications to obtain professional engineering services for the City wastewater collection system improvements. Jones & Henry was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Five engineering firms submitted qualifications: Jones & Henry, Arcadis U.S., Inc., Poggemeyer Design Group, Inc., DLZ Ohio, Inc. and K.E. McCartney & Associates, Inc. Based on the firm's experience, ability to perform, personnel experience, and overall project scope, Jones & Henry was determined to be the most qualified firm.

BUDGETARY INFORMATION: The estimated amount of the Consultant fee for professional design services is \$195,036.00 to be paid with Sewer Funds.

ACTION REQUESTED: It is recommended an Agreement for Professional Design Services with Jones & Henry Engineers, Ltd., be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for Jones & Henry to begin the actual design as soon as possible to fulfill our EPA general plan obligations.

I concur with this recommendation:

Nicole C. Ard, City Manager

cc: Hank Solowiej, Finance Director
Kelly Kresser, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH JONES & HENRY ENGINEERS, LTD. FOR THE WASTEWATER COLLECTION IMPROVEMENTS PRELIMINARY DESIGN PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Collection Improvements Preliminary Design Project includes a preliminary phase to analyze the existing system with potential improvements following the guidelines as established in the City's general plan and the analysis will include the trunk lines and pumping stations that are used for the conveyance and potential storage of wastewater from the County serviced area and in the City's East end with the intention to follow the plan and eliminate overflow events; and

WHEREAS, the second phase of the project will include the construction drawings to implement the necessary improvements as determined from the first phase; and

WHEREAS, Jones & Henry will be providing services for the planning and design for improvements of the City's wastewater collection system; and

WHEREAS, Jones & Henry was selected using a qualifications based selection process provided by Chapter 141 (Professional Design Services Selection) of the Sandusky Codified Ordinances where five (5) engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope, Jones & Henry was determined to be the most qualified; and

WHEREAS, the estimated cost of the professional design services is \$195,036.00 and will be paid with Sewer 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 to allow Jones & Henry to begin the actual design as soon as possible to fulfill our EPA general plan obligations; 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 Engineering 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 Jones & Henry Engineers, Ltd. for Professional Design Services for the Wastewater Collection Improvements Preliminary Design 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 Ninety Five Thousand Thirty Six and 00/100 Dollars (\$195,036.00).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 23, 2012

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2012, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and Jones & Henry Engineers, Ltd. (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:	Wastewater Collection Improvements Preliminary Design
Director of Engineering Services: Address:	Todd J. Roth, P.E., P.S. Director of Engineering Services Division of Engineering Services City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	Jones & Henry Engineers, Ltd. Daniel W. Miller, P.E. 3103 Executive Parkway, Suite 300 Toledo, Ohio 43606-1373

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, dispute, 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 an amount equal to 2.25 times personnel expenses plus 110% of reimbursable expenses with the amount of One Hundred Ninety Five Thousand, Thirty-Six Dollars and No Cents not to be exceeded without prior approval. Direct Personnel Expenses shall be 1.35 times employee's salary for the time spent on the project without any bonuses. 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 one-quarter (2.25) times the Direct Personnel Expense plus 110% of expenses incurred by the Architect/Engineer and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

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

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

5.4. Method and Terms of Payment

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in

question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

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

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

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

7.5. Appeal to Commission. 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's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission 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. The decision of the Commission 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 Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

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

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

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

8.2. Remedies

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

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

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

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

successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. 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 (419) 473-8924. 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.

JONES & HENRY ENGINEERS, LTD.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Nicole Ard
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with Jones & Henry Engineers, Ltd. of Ohio

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.

Dated: _____, 2012

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount

Exhibit A

City of Sandusky, Ohio Wastewater Collections Improvements Preliminary Design Scope of Services

Scope of Services

The scope of services for the preliminary design of the City of Sandusky, Ohio Wastewater Collection System Improvements will include the following:

1. Expand and update the computer model of sewer system using SWMM program.
 - a. Verify the model of existing sewer system and calibrate it based on available flow data.
 - b. Develop a model with the General Plan improvements included.
 - c. Revise the model as needed to evaluate preliminary design alternatives.
2. Assess the condition and needs for the Pier Track pump station and Farwell pump station.
 - a. Collect available plans, shop drawings, and O&M manuals of the pump stations.
 - b. Discuss conditions and needs for each pump station with the City.
 - c. Conduct field inspections of both pump stations.
 - d. Evaluate if pump stations can meet flow requirements of General Plan, sewer agreements and parameters developed by the preliminary design project, and determine necessary pumping upgrades.
3. Develop and Evaluate Alternatives
 - a. Preliminary design alternatives will include consideration of the present General Plan revised as needed to accommodate the pumping requirements, developing an alternative using an express force main or sewer to convey a portion of the flows from the eastside directly to the WWTP to relieve the Eastside Interceptor. The pump station upgrades will be coordinated with the selected sewer alternatives.
 - b. Alternative evaluations will include cost estimates and life-cycle cost evaluation.
4. Prepare a Preliminary Design Report
 - a. The preliminary design report will be prepared to present finding and recommendations. A draft report will be submitted to the City for review and comments prior to issuing the final report.
5. Project Funding
 - a. Work with the City to develop a plan to fund the needed improvements identified in the preliminary design report.

6. Regulatory Issues
 - a. Review the City's Consent Decree, and be aware of requirements, provisions and compliance schedule.
 - b. Modify the General Plan, if needed, based on the findings and recommendations of the preliminary design.
 - c. Consider provisions of City and County Agreements regarding wastewater collection system and allowable flows.
 - d. An "integrated planning" approach will be evaluated as a means to address the City's regulatory-driven, wastewater issues in a practical cost-effective manner.
7. The Preliminary Engineering Report will be completed in four months following the approval of this Agreement for Professional Design Services.

Hour Distribution Per Project Scope

<u>Description</u>	<u>Project Manager</u>	<u>Project Engineer</u>	<u>Specialist Engineers</u>	<u>Funding Assistance</u>	<u>Technician/ CAD</u>	<u>Word Processing</u>
1. Sewer Modeling	80	240	40	--	--	--
2. Pump Station Improvement	52	120	44	--	16	40
3. Develop and Evaluate Improvements	140	80	144	--	--	--
4. Preliminary Design Report	88	94	48	--	80	80
5. Project Funding	40	--	--	60	--	--
6. Regulatory Issues	100	40	80	--	--	24

Estimated Fee for Engineering Services and Fee Schedule

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Fee</u>
Project Managers	500	\$139/hr	\$69,500
Project Engineers	574	\$104/hr	\$59,696
Specialist Engineers	356	\$130/hr	\$46,280
Funding Assistance	60	\$110/hr	\$6,600
Tech/CAD operator	96	\$60/hr	\$5,760
Word Processor	144	\$50/hr	\$7,200
Total Estimated Fee			\$195,036



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933

troth@ci.sandusky.oh.us

To: Nicole C. Ard, City Manager
From: Todd Roth, P.E., P.S., Director of PED
Date: July 10, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Amendment to the Agreement for Construction Administration Services with Montgomery Watson Harza (MWH) of Cleveland, Ohio for the Big Island Water Works Chemical Improvement Project.

In July 2009, Montgomery Watson Harza was authorized to perform Construction Administrative Services for the Big Island Water Works Chemical Improvement Project. This project was originally scheduled to be completed April 5, 2012. The City Commission approved extending the project completion date to September 10, 2012.

The request for additional funds is due to a series of events throughout the project creating additional time, tasks, and costs. The additional time is outside the original estimated scope and fee schedule. The extra tasks started with rebidding the project at the City's request due to excessive cost. MWH revised the plans and bidding documents to allow for the rebidding. The construction delays have caused the need for additional construction management time for both field and office staff. The delays have been caused from various reasons starting with unexpected site conditions to manufacturer delay in product. Excessive submittals have also created additional hours required by MWH. The complexity of the project with the alteration of the existing chemical feeds to the new facilities has required an abundance of time with the field inspector, City personnel and MWH Engineers reviewing excessive submittals.

This amendment will allow MWH to continue to provide their construction administration services in order to complete and close out the project. The cost proposed is estimated cost for time to complete the construction management services.

BUGETARY INFORMATION: The cost of the additional construction administration is not to exceed \$111,200.00 and to be paid with Water Funds.

ACTION REQUESTED: It is recommended that an amendment to the agreement for Construction Administration Services with Montgomery Watson Harza be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for Montgomery Watson Harza to continue to inspect and oversee the project so the project can be completed before the completion deadline of September 10, 2012.

I concur with this recommendation:

Nicole C. Ard, City Manager

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director



BUILDING A BETTER WORLD

MWH Ref: 1007557
Sandusky BIWW - Chemical Improvements Project

June 13, 2012

City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Attention: Todd Roth - Director of Engineering

RE: Sandusky BIWW - Chemical Improvements Project – Project Scope Modification

Dear Mr. Roth:

In response to your email yesterday, MWH would like first like to clarify that we are not requesting extra money for the O&M Manual preparation and the as-built drawings. We are asking for extra money to cover the work we have already performed. The O&M Manual preparation and the as-built drawings happen to be incomplete items at this time.

As summarized in the table below, MWH has performed excessive submittal and RFI reviews well above not only what is included in our contract, but also what is known as industry standards for shop drawing reviews and RFIs.

As of 6/13/12:

	Total original submittals	Total resubmittals	Total original submittals and resubmittals	Percentage of resubmittals for every submittal*
Contract Scope/Fee	100	20	120	20%
Actual	224	156	370	70%
Percent of additional work	124%	680%		

*Industry standard is 20% of all submittals can be anticipated for resubmittals.

	Total RFIs
Contract Scope/Fee	50
Actual	86
Percent of additional work	72%

The excessive number of resubmittals was due to extremely poor quality of documents submitted by the Contractors.

MWH prepared bid documents for the Chemical Improvements Project in 2009. Bids were received and were higher than anticipated by the City. Due to funding concerns, the City asked MWH to rebid the project and remove some of the work that was in the original contract to assist in lowering the bids. Per the direction of Doug Keller and Kathy McKillips, MWH modified the drawings and specifications. Once the documents were ready for rebid, Emily Anderson, former Construction Services Project Manager, and Bob Hrusovsky, Design Project Manager met with Doug Keller and Kathy McKillips to receive acceptance of the modified project and to document that MWH spent \$40,000 to revise the drawings and specifications. This rebid work was not previously in MWH's scope or fee to perform. In effort to keep the project moving forward, MWH was requested by Kathy McKillips to proceed with the funding authorized previously and should MWH run low on funding as a result of the rebid, MWH should bring this to Doug and Kathy's attention, and a change order would provide MWH additional funding at that time. MWH agreed, in efforts to keep the project moving.

In summary, MWH is not requesting additional funding to perform scope of work that was previously allocated. MWH is requesting additional funding for work previously performed and work to be performed as a result of the Contractors delays. The table below illustrates the additional fees MWH has/will incur:

	Additional Hours Required	Additional Fee Incurred
1) Excessive Submittal Review	625	\$62,500
2) Excessive RFI Review	72	\$7,200
3) Rebidding Project	290	\$40,000
4) Additional Construction Management Services due to Contractors Delays:		
a) MWH	235.5	\$43,590
b) Ron Cook, John Hancock & Associates	472	\$30,545
TOTAL	1,694.5	\$183,835

Please note, in effort to try to work with the City and help keep costs as low as possible, MWH has only requesting an additional \$111,200.

We hope this letter clarifies MWH's request and the City of Sandusky can move forward with the approval of the requested \$111,200. Should you have any questions or like to discuss this further, please feel free to contact me at 614-324-2224.

Yours sincerely, .

A handwritten signature in black ink that reads "Robin A. Liss". The signature is written in a cursive, flowing style.

Robin A. Liss, PE
Project Manager

Copy to: Kristen Miller
Robert Hrusovsky
Nancy Papp
Donald Icsman
Hank Solowiej
Nicole Ard
Wesley Poole

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN / ENGINEERING SERVICES WITH MWH AMERICAS, INC. FOR THE BIG ISLAND WATER WORKS (BIWW) CHEMICAL IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with MWH Americas, Inc., for Professional Design Services for the Big Island Water Works (BIWW) Chemical Improvement Project by Ordinance No. 07-044, passed on July 23, 2007, and subsequently authorized the City Manager to enter into an Amendment to the Agreement to perform the final design, based upon the preliminary design and a recommendation to proceed with the chemical processes, by Ordinance No. 08-075, passed on August 25, 2008; and

WHEREAS, this City Commission authorized the execution of a Second Amendment to the Agreement for the addition of three new tasks, reallocating funds from the Alternative Energy Design, by the passage of Ordinance No. 09-043, passed on May 26, 2009; and

WHEREAS, this City Commission authorized the execution of a Agreement with MWH Americas, Inc., for Professional Design / Engineering Services which included Construction Administration Services by Ordinance No. 09-066, passed on August 10, 2009; and

WHEREAS, this City Commission authorized the approval of Change Orders for work being performed by Kirk Bros. Co. Inc. (General Trades), Wilkes & Company (HVAC & Plumbing), South Shore Electric, Inc. (Electrical) and S.A. Comunale Co. Inc. (Fire Protection) for the extension of the final project completion date from April 5, 2012, until September 10, 2012, by Ordinance Nos. 12-053, 12-054, 12-055, 12-056 and 12-057, passed on May 29, 2012; and

WHEREAS, this amendment is due to a series of events throughout the project creating additional time (which is outside the original estimated scope and fee schedule), tasks and costs and with the complexity of the project with the alternation of the existing chemical feeds to the new facilities has required an abundance of time with the field inspector, City personnel and MWH Engineers reviewing excessive submittals; and

WHEREAS, the cost of the additional professional design / engineering services for construction administration is \$111,200.00, and will be paid with Water 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 MWH to continue to inspect and oversee the project so the project can be completed before the final project completion deadline of September 10, 2012; 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 Engineering 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 Commission approves the form of the Amendment to the Agreement MWH Americas, Inc., for Professional Design / Engineering Services for

construction administration for the Big Island Water Works Chemical Improvement Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, at an amount not to exceed One Hundred Eleven Thousand Two Hundred and 00/100 Dollars (\$111,200.00).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 23, 2012

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

This First Amendment to the Agreement for Professional Design/Engineering Services (this "Agreement"), made as of _____, 2012, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Engineering Services designated below or successor (the "City Engineer"), and MWH Americas, Inc. (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:	BIWW Chemical Improvement Project
City Engineer: Address:	Todd J Roth, P.E., P.S. Department of Engineering Services City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	MWH Americas, Inc. Robert R. Hrusovsky, P.E. 1300 East Ninth Street, Suite 1100 Cleveland, Ohio 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on September 3, 2009, 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/Engineering Services Agreement executed on September 3, 2009, between the City and MWH Americans for a fee not to exceed **\$111,200.00**

Signature Page to Follow

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

MWH Americas, Inc
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Nicole C. Ard
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with MWH Americas, Inc.

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.

Dated: _____, 2012

CITY OF SANDUSKY

By: _____
Hank Solowiej
Finance Director

Account Number

Amount

ATTACHMENT A

- Perform site coordination
- Oversee contractor's quality of work
- Document progress and report daily to MWH
- Verify tests, equipment and systems startups and operating and maintenance training are conducted
- Accompany visiting inspectors representing public or other agencies
- Review contractor's applications for payment
- Develop spare parts list with contractor

TO: Nicole Ard, City Manager
FROM: Thomas Schwan, Sandusky Transit Administrator
DATE: July 11, 2012
SUBJECT: Trapeze Software Yearly Support Fee

ITEM FOR CONSIDERATION: It is requested that an Ordinance be approved authorizing payment to Trapeze Software for the annual support fee for the period 7/01/2012 through 6/30/2013 in the amount of \$14,500.00.

BACKGROUND INFORMATION: The City purchased Trapeze Software for the Sandusky Transit System program in 2000. This software aids the STS dispatchers in scheduling trips and keeps all of the statistics used for STS reporting for the Federal Transit Administration, ODOT, and the National Transit Database. It also tracks trips for local agencies' clients so that STS personnel can complete monthly agency billings for transportation services provided.

Trapeze Software provides 24-hour-a-day, 7-day-a-week support service for the transit system. They also provide periodic updates to the system. These services are all covered by the yearly maintenance fee.

BUDGETARY INFORMATION: The total cost for the annual support fee is \$14,500.00 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the City's General Fund.

ACTION REQUESTED: It is requested legislation be approved authorizing payment in the amount of \$14,500.00 to Trapeze Software for the annual support fee for the period 7/1/2012 through 6/30/2013. It is also requested that the legislation be passed under the suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made as soon as possible.

Thomas Schwan, Transit Administrator

I concur with this recommendation:

Nicole Ard, City Manager

Todd Roth, Director of PED



Software Support Invoice

Sandusky Transit System
 Attn:Ms. Rosanne Bodner
 1230 North Depot Street
 Sandusky, OH 44870
 USA

Invoice 12-1050870
 Date April 28, 2012
 Customer ID
 Contract No. 0000001293
 Due date July 01, 2012
 Contract type 455MAINT
 Project No 4182-1

Purchase Order No :		
Trapeze PASS Number of Workstations : 3 Up to 799 Booked Trips Coverage period 7/1/2012 - 6/30/2013	\$14,500.00	
Subtotal	\$14,500.00	
State Tax - Exempt	\$0.00	
Total payable in USD		\$14,500.00

Please make payment to following:

Lockbox
 Trapeze Software Group
 P.O.Box 202528
 Dallas, TX 75320-2528
 USA

Courier
 Trapeze Software Group
 2975 Regent Blvd,
 P.O.Box 202755
 Irving, TX 75063 - USA.

Interest at 15% per annum will be charged on all late payments.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO TRAPEZE SOFTWARE GROUP OF DALLAS, TEXAS FOR THE ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FEE FOR THE PERIOD OF JULY 1, 2012, THROUGH JUNE 30, 2013; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchased Trapeze software in 2000 that is utilized by the Sandusky Transit System; and

WHEREAS, this software assists STS dispatchers in scheduling trips and maintains statistical information used for STS reporting to the Federal Transit Administration, Ohio Department of Transportation and the National Transit Database, along with tracking local agencies' clients which assists STS personnel to complete monthly agency billings for transportation services provided; and

WHEREAS, Trapeze Software Group provides a 24-hour-a-day, 7-day-a-week support service and periodic system updates as part of the services included in the annual software support and maintenance agreement; and

WHEREAS, the cost for the annual software support and maintenance fee for the period July 1, 2012 through June 30, 2013 is \$14,500.00 and will be paid with funds from the Sandusky Transit System's budget; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to Trapeze Software Group as soon as possible as the service period began July 1, 2012; 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 Sandusky Transit System 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Trapeze Software Group of Dallas, Texas in an amount not to exceed Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) for the annual software support and maintenance fee for the period July 1, 2012, through June 30, 2013.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 23, 2012