



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
June 10, 2013 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

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

APPROVAL OF MINUTES

May 28, 2013

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1 – Submitted by Jane E. Cullen, P.E.

Budgetary Information: There is no budgetary consequence with this legislation. However, the project cost will be funded with FHWA funds through ODOT and the MPO in the amount of eighty percent (80%) of the eligible costs up to a maximum of \$672,821 with the remaining twenty percent (20%) of \$168,205.25 being split between the City of Sandusky and Erie County. The city's portion of \$84,102.63 will be funded with street funds for a total project cost of \$841,026.25. The total project cost includes environmental, right of way acquisition, construction and inspection costs.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the city manager to enter into the LPA federal Local-LET project agreement with the Ohio Department of Transportation for the Perkins Avenue signalization project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Jane E. Cullen, P.E.

Budgetary Information: The revised contract amount with change order #4 is \$536,272.03. The breakdown of the revised contract costs is as follows: \$425,569.18 from the Federal Highway Administration funds through the Ohio Department of Transportation and the Erie County Metropolitan Planning Organization \$44,129.67 from Community Block Grant Funds and \$62,262.63 from the street fund and Cedar Fair will provide \$4,310.55 to cover the cost of the change in chain link fence to a black decorative fence.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to approve the fourth change order for work being performed for the Cedar Point Drive improvement project in the amount of \$841.35 to be paid to Erie Blacktop, Inc. of Sandusky, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by John Orzech, Police Chief

Budgetary Information: The cost per vehicle is \$21,038 plus \$74 for one (1) additional set of FOB keys for a total cost of \$63,188 for the three (3) police vehicles which will be paid for with capital improvement funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to purchase three (3) 2014 Chevy Impala police special vehicles through the State of Ohio Cooperative Purchasing program from Taylor Chevrolet of Lancaster, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Troy Vaccaro, Chief Foreman

Budgetary Information: Proceeds from the sale of the items will be placed into the city's appropriate funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to dispose of vehicles and equipment as having become unnecessary and unfit for city use pursuant to Section 25 of the City Charter; 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

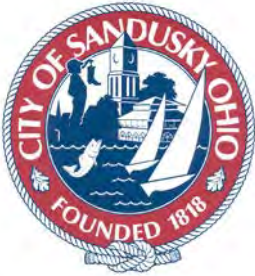
Buckeye CableSystem broadcasts on Cable Channel 81:

Monday, June 10 at 8:30 p.m.

Tuesday, June 11 at 5 p.m.

Monday, June 17 at 7 p.m.

DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT



222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
jcullen@ci.sandusky.oh.us

To: Nicole C. Ard, City Manager
From: Jane E. Cullen, P.E.
Date: May 29, 2013
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the City to enter into the LPA Federal Local-Let Project Agreement for the Perkins Avenue Signalization Project with the Ohio Department of Transportation. This agreement will allow the City to be the lead agency in the administration of the project.

The Perkins Avenue Signalization Project involves replacement of existing traffic signals with new equipment on Perkins Avenue at the intersections of Camp St., State Route 4, High School Drive entrance, Campbell Street, Caldwell Street, Columbus Avenue, and 52nd St.

The Erie County Metropolitan Planning Organization (MPO) will fund 80% of the construction costs for the project with 10% by Erie County and 10% by the City of Sandusky from the Street Fund. This funding is funneled through ODOT and the MPO from the Federal Highway Association (FHWA). This work will be performed in 2014.

BUDGETARY INFORMATION:

There is no budgetary consequence with this legislation. However, the project cost will be funded with FHWA funds through ODOT and the MPO in the amount of eighty percent (80%) of the eligible costs up to a maximum of \$672,821.00 with the remaining twenty percent (20%) of \$168,205.25 being split between the City of Sandusky and Erie County. The City's portion of \$84,102.63 will be funded with Street Funds for a total project cost of \$841,026.25. The total project cost includes environmental, right of way acquisition, construction and inspection costs.

ACTION REQUESTED: It is requested that the necessary legislation be approved in full accordance with Section 14 of the City Charter in order for the agreement to be executed and to keep the project moving forward. It is necessary to have the agreement in place in order to complete the right of way acquisition and submit the PS&E (plans, specifications and estimate) package to the ODOT District 3 office in Ashland by the October 18, 2013 deadline.

I concur with this recommendation:

Nicole C. Ard
City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERKINS AVENUE SIGNALIZATION PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Agencies (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated O.D.O.T. as the agency to administer FHWA's Federal Funding Programs; and

WHEREAS, the Ohio Revised Code provides that O.D.O.T. may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by O.D.O.T. provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

WHEREAS, the Perkins Avenue Signalization Project involves replacement of existing traffic signals with new equipment on Perkins Avenue at the intersections of Camp Street, State Route 4, High School Drive entrance, Campbell Street, Caldwell Street, Columbus Avenue, and 52nd Street; and

WHEREAS, FHWA's funding will be received through O.D.O.T. and the Erie County Metropolitan Planning Organization (MPO) in the maximum amount of \$672,821.00 (80% of eligible costs) with the remaining balance of \$168,205.25 (20%) to be split between the City and Erie County and the City's share of \$84,102.63 will be paid with Street Funds for an estimated total project cost of \$841,026.25 which includes environmental, right-of-way acquisition, construction and inspection costs; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the agreement to be executed and allow the right-of-way acquisition to be completed and submit the PS&E (plans, specifications and estimate) package to the Ohio Department of Transportation by the October 18, 2013, deadline; 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 **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. The City Manager is authorized and directed to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the Perkins Avenue Signalization Project (ERI - Perkins Ave

Signals; PID No. 79275; Agreement No. 25165), substantially in the same form as contained in Exhibit "A" which is attached to this Resolution and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Resolution.

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. That it is found and determined that all formal actions of the City Commission of the City of Sandusky concerning and relating to the adoption of this Resolution were taken in an open meeting of the City Commission of the City of Sandusky and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

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 from and 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: June 10, 2013



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 3 • 906 CLARK AVE • ASHLAND, OHIO 44805 • (800) 276-4188

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ALLEN C. BIEHL, P.E., DISTRICT DEPUTY DIRECTOR

May 24, 2013

Ms. Jane E. Cullen, P.E.
City of Sandusky, Engineering Services
222 Meigs Street
Sandusky, Ohio 44870

ENGINEERING DEPT.

MAY 29 2013

CITY OF SANDUSKY

RE: ERI – Perkins Ave. Signals; PID 79275

Dear Ms. Cullen:

Enclosed you will find the LPA Project Agreement, numbered 25165, between The Ohio Department of Transportation and The City of Sandusky to allow The City of Sandusky to be the lead agency and to establish the responsibilities and the procedure for administration of the subject project. The LPA Project Agreement consists of the Agreement, Attachment One (sources and uses of funds), Attachment Two (direct payment of contractor) and the Scope of Services (SOS).

Please sign page 13 of the LPA Project Agreement, then return all copies to this office. A signed copy of this agreement will be returned to you.

Also, a copy of the legislation allowing the County Engineer to enter into the agreement will be required.

Should you have questions, please do not hesitate to contact me at (419) 207-7053.

Respectfully,

Steve Shepherd
ODOT District 3 LPA Coordinator

ACB:LAF:CLB:SAS:ss

encl.

cc: Project File

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Sandusky**, hereinafter referred to as the LPA, **222 Meigs Street, Sandusky, Ohio 44870**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **replacement of existing traffic signals on Perkin Avenue** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(D) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$841,026.25** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$672,821.00 (CO + CE \$602,821.00, Environmental \$13,000.00, ROW \$57,000.00)** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx.

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and,

as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program

approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPSL). Contractors on the EPSL are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPSL can be viewed on the Federal EPSL website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
**Mr. Hank Solowiej, Finance Director
City of Sandusky, 222 Meigs Street
Sandusky, Ohio 44870
419-627-5776**
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all

of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all

of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the

discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device

or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jane E. Cullen, P.E.
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

If to ODOT:

Steve Shepherd
ODOT District 3
906 Clark Avenue
Ashland, Ohio 44805
419-207-7058

15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs: .

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LAMP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LAMP Manual of Procedures.

15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.5 [Conditional] *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: _____

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$3,250.00	20	LNTF	\$13,000.00	80	4TA7	N/A			\$16,250.00
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100	LNTF	N/A			N/A			
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$14,250.00	20	LNTF	\$57,000.00	80	4TA7	N/A			\$71,250.00
PROJECT CONSTRUCTION COSTS	\$135,634.72	20	LNTF	\$542,538.91	80	4TA7	N/A			\$678,173.63
INSPECTION	\$15,070.52	20	LNTF	\$60,282.10	80	4TA7	N/A			\$75,352.62
TOTALS	\$168,205.25			\$672,821.00						\$841,026.25

Attachment 2

ERI-PERKINS AVE
SIGNALS
COUNTY-ROUTE-SECTION
79275
PID NUMBER

25165
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We (ININSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME) .

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

LPA SCOPE OF SERVICES FORM

A. Project Identification

County	ERI	Route	Perkins Ave.	Section	Signals
Local Route Name:		Perkins Avenue			
Project sponsor / Maintenance responsibility:		City of Sandusky (WB)/Erie County(EB)			
Local Let	X	ODOT Let			
Scope field review:	07/25/05	Scope meeting:	07/25/05		
Highway Functional Classification		URBAN MINOR ARTERIAL			
PID	79275				
Fiscal Year	2014		Proposed Sale Date	02/21/14	

Supplemental Information

ADT	22,082	Design ADT	24,401
DHV	Varies	Certified Traffic	08/04/06
T24	Varies		
Design Speed	35 MPH	Legal Speed	35 MPH
Comments:			

B. Design Standard

ODOT's current L&D manual

If not ODOT, Local must submit to ODOT for review and approval. Include an attachment to scope of services

C. Project Description

Purpose and Need:	Replacement of aging traffic signals (30+ yrs) and by the recommendation of the Corridor Study performed by Mannik & Smith for an improved signal system that is traffic responsive and interconnected that will improve roadway capacity and efficiency while reducing congestion on a heavily traveled corridor that has experienced numerous crashes.
Project Description:	Replacement of existing traffic signals with new equipment on Perkins Ave. at the intersections of Camp St., Hayes Ave. (S.R. 4), Sandusky High School Dr., Campbell St., Caldwell St., Columbus Ave. and 52 nd St.

Prior studies / plan (identify):	1997 Perkins Ave. Corridor Study conducted by Mannik & Smith Group for the City of Sandusky		
Estimated Project Length: (begin pavement to end pavement including bridge)	1.67 miles		
Work Length: (including project length & approach work)	1.67 miles		

Alignment:	Existing	Yes	Relocated	No
Remarks:				
Profile:	Existing	Yes	New	No
Logical Termini: (w/explanation)	West terminus: Camp Street-western most signal East terminus: 52 nd Street-eastern most signal			
Camp Street and 52 nd Street are western and eastern most signal location on the four-lane section of Perkins Avenue. The average signal spacing is 1100 feet.				

SIDE ROADS:	Yes	No	X
General Description of Work:			
Alignment of Cross Road:	New	Combination	Existing
Remarks:			
Profile of Cross Road:	New	Combination	Salvage
Remarks:			
Roadway Studies Required:	Yes	No	
Remarks:			

Bikeways:	Yes		No	X
Comments:				

Aesthetics:	Yes		No	X
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Comments:				
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D. Typical Sections

Existing:

Width:	Pavement	48'-60'	Graded Shoulder	N/A	Treated Shoulder	N/A
R/W	Varies					
Bridge:	face to face of rails	N/A		or toe to toe of parapets	N/A	
Curbs	Yes	X	No			
Curb ramps	Yes	X	No			
Sidewalks	Yes	X	No	Comment	On north side of Perkins Avenue	
Guardrail	Yes		No	X	Type	

Signals:	Yes	X	No			
Warrants:	Approved 03/11/12					
Number of Intersections:	Seven					
Names of Intersections:	Camp St., Hayes Ave. (S.R. 4), Sandusky High School Dr., Campbell St., Caldwell St., Columbus Ave. and 52 nd St.					
Comments:						

Turn Lanes:	Yes	X	No			
Warrants:						
Number of Intersections:	Seven					
Names of Intersections:	Camp St., Hayes Ave. (S.R. 4), Sandusky High School Dr., Campbell St., Caldwell St., Columbus Ave. and 52 nd St.					
Comments:	Existing turn lanes to be retained					

Proposed:

Width:	Pavement	N/A	Graded Shoulder	N/A	Treated Shoulder	N/A
Bridge	face to face of rails	N/A		or toe to toe of parapets		N/A
Median:	Yes		No	X	Type	
Curbs:	Yes	X	No		Type	Type 1, 2-B, and 6
Curb ramps:	Yes	X	No			
Sidewalks	Yes	X	No		Comment	To match existing walks
Guardrail	Yes		No	X	Type	

Signals:	Yes	X	No	
Warrants:	Approved 03/11/12			
Number of Intersections:	Seven			
Names of Intersections:	Camp St., Hayes Ave. (S.R. 4), Sandusky High School Dr., Campbell St., Caldwell St., Columbus Ave. and 52 nd St.			
Comments:	Replacing existing signals with new ones.			

Turn Lanes:	Yes		No	X
Warrants:				
Number of Intersections:				
Names of Intersections:				
Comments:	Existing turn lanes to be retained			

E. Right-of-Way

Right-of-Way Plan:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>		
Approximate Number of Parcels:	4					
Known relocations:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Encroachments:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Railroad Involvement:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Railroad Name:	N/A					
Encroachments:	To be removed at 100% local cost or permitted if any.					
Airway Highway Clearance:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Remarks	
Airport Name	N/A					
Comments:						

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	X	No		Name of Company	AT&T
Cablevision	Yes	X	No		Name of Company	Buckeye Cablesystem
Power	Yes	X	No		Name of Company	Ohio Edison Company

Buried:

Phone	Yes	X	No		Name of Company	AT&T
Cablevision	Yes	X	No		Name of Company	Buckeye Cablesystem
Power	Yes	X	No		Name of Company	Ohio Edison Company
Gas	Yes	X	No		Name of Company	Columbia Gas Of Ohio
Pipelines:	Yes		No	X	Name of Company	
Water	Yes	X	No		Private	Public City & County
Sanitary Sewer	Yes	X	No		Private	Public City & County
Storm Sewer	Yes	X	No		Private	Public City & County
Other						
Comments						

The Consultant is to locate and identify all existing and foreseeable future utilities (public or private; on or over the project limits) in accordance with Section 153.64 of the Ohio Revised Code. To locate existing utilities, the Consultant shall contact the following One-Call centers and provide the District 3 Utilities Coordinator with the appropriate reference numbers:

Oho Utilities Protection Service: 1-800-362-2764
Oil and Gas Producers Underground Protection Services: 1-800-925-0988

A listing of all utility companies within the project limits shall be included in the Stage 2 submittal. This listing must include all underground, aerial, private and public (City or County owned) facilities. The Consultant shall contact the District 3 Utilities Coordinator for the correct addresses, telephone numbers and company contacts.

Stage 2 plan submittals must include all underground utilities on the Plan/Profile and appropriate Cross Section Sheets. Preliminary cross sections must be included to show the effect of the proposed construction on all existing utilities. Aerial and underground utility relocations may require additional right of way beyond the existing right of way limits. These existing utilities, proposed utility relocations and approximate right of way needs must be reflected in the Conceptual Right of Way Plan.

The Consultant will submit a complete full size copy of the Stage 1, Stage 2, Stage 3 and Final plans to all affected utility companies at the time submittals are sent to District 3. The Consultant will submit a copy of plans and/or details in electronic form, as well as prints, to the utility companies located within the project limits, as directed by the District 3 Utility Coordinator. **The Consultant shall copy the District 3 Utility Coordinator on all correspondence sent to or received from the utility companies.**

The Consultant will follow procedures for all utility relocation as per ODOT's Utilities Manual and the Ohio Revised Code.

Submittals lacking any of the required information or deviating from the above process will be returned without review.

G Structure Requirements Yes No

Existing Structure information:

Structure type:	N/A				
Sufficiency Rating:		General Appraisal		Bridge No.	
Structure File No.		Crossing			
Bridge O/A length:					
Number of Spans					
Eligible for the National Historical Register	Yes		No		

Proposed Structure:

New Structure:	Yes		No	X	
Rehabilitate Existing Bridge	By:				
Project Length (Including Bridge):					
Alignment:	Existing		Relocated		
Profile:	Existing		Relocated	Feathered:	
Structure width:		Structure type:			
Number of spans:					
Beam Type:	Concrete Box		Steel		
Other Design Considerations / Explanation of Change in Line/Grade:					
Roadway Width:					
Guardrail Type:					

Fence:	Yes		No		Height/Configuration:	
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Sidewalks:	Yes		No		Width:	
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Subsurface Investigation:	Yes		No		Soil Profile:	
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H. Design Exception(s) required

Yes		No	X	Possible		
Explain:						

I. Traffic Control

Signing:	Yes	X	No		Remarks	On signal supports
Striping:	Yes	X	No		Remarks	Some turn lane, crosswalk, stop line work
Lighting:	Yes		No	X	Remarks	
Signals:	Yes	X	No		Remarks	
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour		Part Width	X
Remarks: (detailed)	Traffic maintained throughout project. No long-term closures. MOT in plans		

Maintenance of Pedestrian Traffic:	Yes		No	X	Remarks	
Maintenance of Railroad Traffic:	Yes		No		Remarks	N/A

K. Driveways

Yes		No	X	Type	
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L. Project Funding

Method of Funding (Type of Funding)	MPO 80%				
	City of Sandusky -10% Erie County-10%				
Project Cost Estimate	\$841,026.25	\$672,821.00 \$ FED MAX			
Quantity splits needed in plans to differentiate funding participation:	Yes		No	X	
Comments:					
Coordination with Concurrent Projects Required:	Yes		No	X	
Comments:					

Cost Estimates:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
PE-Environmental	\$13,000.00	80%	\$3,250.00	20%
RIGHT OF WAY	\$57,000.00	80%	\$14,250.00	20%
UTILITIES	\$0.00	0%	\$0.00	0%
CONSTRUCTION	\$542,538.90	80%	\$135,634.73	20%
CONST ENGINEERING	\$60,282.10	80%	\$15,070.52	20%
TOTAL	\$672,821.00	80%	\$168,205.25	20%

M. Environmental

Scope of the Proposed Action - Studies and Documentation Required:				
<p>These are actions and/or items the District Environmental Staff deem necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination, field studies and overall project development.</p> <p>Information regarding these studies or other environmental categories can be found in ODOT's <i>Categorical Exclusion Handbook</i>, which can be found at: www.dot.state.oh.us/oes.</p>				
	Not required	Required	Responsibility	Due Date
Tentative CE Level 1		X	ODOT/City	Completed
Purpose and Need Statement	X	X	CITY	11
Alternatives Analysis	X			
Cultural Resource – Programmatic Agreement	X			
Cultural Resource - Phase I	X			
Cultural Resource - Phase II	X			
Archeology Data Recovery	X			
Cultural Resources 4(f)	X			
Documentation for Consultation / Memorandum of Agreement	X			
Section 4(f)/6(f) - Park/Recreation/Refuges	X			
Ecological Memorandum of Agreement	X			
Ecological Survey - Level 1	X			
Ecological Survey – Level 2	X			
Section 9/Section 10 Navigable Waters	X			
404 NWP-Army Corps of Engineers		X		
404 PCN-Army Corps of Engineers		X		
404 Individual Permit - Army Corps of Engineers		X		
Wetland/Stream Mitigation		X		
401 Water Quality Certification – Ohio EPA		X		
Isolated Wetland Permit – Ohio EPA		X		
ODNR Coastal Zone Consistency		X		

Scenic River Coordination	X		
Drinking Water Resources	X		
Floodplain Coordination/Permit	X		
Farmland Screening or FCIR	X		
Public Involvement		X	ODOT/City
Public Meeting/Hearing	X		
ESA - Screening		X	City
ESA - Phase I		X	City
ESA - Phase II	X		
ESA - Remediation	X		
Environmental Justice	X		
Noise Analysis	X		
Air Quality Conformity	X		

Asbestos Inspection Required: Yes _____ No X

Comment: _____

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

UST's at gas stations. Plan note for petroleum contaminated soil added per ODOT OES
Letter 07-11-2012.

N. Roles / Responsibilities

Construction plan development:	Erie County
Proposal/Specification Development:	Erie County
LPA Agreement:	ODOT
Form and preliminary legislation:	City of Sandusky & Erie County
Advertising and award of contract:	City of Sandusky
Construction inspection:	City of Sandusky
R/W plan development:	Erie County
R/W acquisition / appraisals:	ODOT Prequalified Consultant
Utility coordination and relocation:	City of Sandusky/Erie County/Utility Owner

P. COMMITMENT DATES	ODOT-let	Local-let	Reservoir
ACTIVITY			DATE
LPA Scope of Services Document Complete			03/15/13
Authorized Design Consultant			Complete
Stage 2 Submitted			10/16/06
Stage 2 Complete			Complete
Final R/W Plans Submitted/Not required			03/01/13
Final R/W Plans Approved			03/29/13
Environmental Document Approved			Complete
Local certifies R/W and utility clearance to Dist.			10/18/13
Local submits PS&E package to District*			10/18/13
District certifies R/W and Utility Clearance			11/15/13
District Environmental Clearance Form			11/15/13
Plan Package to C. O.			12/20/13
Sale Date			02/21/14
Award Date			03/21/14
Local submits bid results to District			04/01/14
Begin Construction			04/18/14
Complete Construction			08/15/14

Schedule Explanation: Authorization to Proceed Start Date is the date that the District submits the programming package to Central Office. Finish Date for said activity is when a state job number has been established. Start Date for Environmental Clearance is normally the same as the date the project has been programmed. Start Date for Stage 2 Review is the date of submission to the District of the preliminary R/W plans. Finished date for said activity is when comments are returned to the LPA. Start Date for R/W Plan Approved is when the District has received final R/W plans and associated documents. Finish Date for said activity is when the District has approved said plans and associated documents. Start Date for R/W and Utility Clearance is the date that the LPA is authorized to begin acquisition. Finish date for said activity is when the District certifies clearance to FHWA. The LPA should certify R/W and Utility Clearance to the District one month before the R/W and Utility Clearance Finish Date. Start Date for Plan Package to C. O. is the date that the PS&E package leaves the District and the finish date is the day it is logged in at Central Office. One should allow forty-five days from Plan Package to C.O. for PS&E approval and project advertising before the Sale Date. Advertising needs to be three weeks minimum and cannot start until PS&E approval is obtained. Start date for the Award Date is the Sale Date of the project. And the Finish Date for the Award Date is the date the project was awarded. Summary of bid tabs and the identity of the awarded contractor shall be submitted to ODOT no later than one week after the award.

Project Schedule Approval:

District Three, Environmental Coordinator	<i>Leslie Farley 5/21/13</i>
District Three, Real Estate Administrator	<i>B/S/L 5-14-13</i>
District Three, Local Projects Manager	<i>Christopher B 5/13/13</i>
District Three, Planning & Engineering Administrator	<i>Leslie Farley 5/21/13</i>
Local, Project Manager	<i>M. Cullen 5/1/13</i>
District Three, Project Manager	<i>Steve Schul 5/13/13</i>



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: Jane E. Cullen, P.E.
Date: May 29, 2013
Subject: Commission Agenda Item

Item for Consideration: Change Order No. 4 for the contract awarded to Erie Blacktop, Inc., of Sandusky, Ohio, for the Cedar Point Drive Improvement Project. Change Order No. 2 revised the original contract amount from \$525,764.96 to \$550,308.59. Change Order No. 3 revised the contract amount from 550,308.59 to \$535,430.68. Change Order No. 4 is requesting an addition in the amount of \$841.35 to the contract amount. Please see the attachment for a summary of all the additions and deductions for Change Order No. 1, 2, 3 and 4 to the project quantities and costs of the items installed and measured in the field. These are the final contract amounts based on a preliminary review of the project files by ODOT and city staff. A final audit will be completed by ODOT this summer and will close out the project.

Budgetary Information: The revised contract amount with Change Order No. 4 is \$536,272.03. The breakdown of the revised contract costs is as follows: \$425,569.18 from the Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO), \$44,129.67 from Community Block Grant Funds (CDBG) and \$62,262.63 from the Street Fund and Cedar Fair will provide \$4,310.55 to cover the cost of the change in chain link fence to a black decorative fence.

Action Requested: It is requested that the Ordinance approving Change Order No. 4 to the contract awarded to Erie Blacktop, Inc., of Sandusky, Ohio, for the Cedar Point Drive Improvement Project be approved and that it be passed in full accordance with Section 14 of the City Charter. This will allow the contractor to be paid for work that has been completed and allow the ODOT to schedule the final audit by ODOT in July 2013.

I concur with this recommendation:

Nicole C. Ard
City Manager

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF ENGINEERING

Change Order No. 4

Final quantities will be review in an audit review by ODOT in July 2013

CONTRACT: #2775

ORDINANCE NO. 11-109

Contractor: Erie Blacktop, Inc
4507 Tiffin Ave. Box 2308
Sandusky, Ohio 44870

STREET OR LOCATON OF WORK: Cedar Point Drive Improvement Project

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

LINE NO.	ITEM NO.	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE IN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL ADD	COST DEDUCT
1	201	1.00	1.00	0	LS	Clearing and Grubbing	\$4,500.00		
2	202	476.00	475.68	-0.32	FT	Curb Removed	\$5.25		-\$1.68
3	202	29.00	29.00	0	FT	Pipe Removed, 24" and Under	\$10.50		
4	203	79.00	45.81	-33.19	CY	Embankment	\$36.75		-\$1,219.73
5	251	400.00	212.90	-187.1	SY	Partial Depth Pavement Repair	\$28.00		-\$5,238.80
6	252	200.00	13.91	-186.09	SY	Full Depth Rigid Pavement Removal & Flexible Replacement	\$60.00		-\$11,165.40
7	252	3.00	475.68	-0.32	LF	Full Depth Rigid Pavement Sawing	\$2.20		-\$0.70
8	254/CO2	20206.00	20429.49	223.49	SY	Pavement Planing, Asphalt Concrete	\$1.70	\$379.93	
9	407	1517.00	1517.00	0	GAL	Tack Coat, 702.13	\$2.75		
10	407	807.00	807.00	0	GAL	Tack Coat for Intermediate Course	\$2.10		
11	448	982.00	940.59	-41.41	CY	Asphalt Concrete Intermediate Course, Type 2, PG 64-22	\$106.00		-\$4,389.46
12	448/CO2	701.00	747.29	46.29	CY	Asphalt Concrete Surface Course, Type 1, PG 64-22	\$127.00	\$5,878.83	
13	452	131.00	103.60	-27.4	SY	8" Non-Reinforced Concrete Pavement	\$42.50		-\$1,164.50
14	601/CO2	10.00	36.33	26.33	SY	Crushed Aggregate Slope Protection, Type D	\$72.50	\$1,908.93	
15	604	3.00	0.00	-3	EA	Catch Basin Frame and Grate	\$420.00		-\$1,260.00
16	604	26.00	22.00	-4	EA	Catch Basin Adjusted to Grade	\$515.00		-\$2,060.00
17	604	56.00	46.00	-10	EA	Manhole Adjusted to Grade, as per plan	\$335.00		-\$3,350.00
18	604	15.00	12.00	-3	EA	Monument Box Adjusted to Grade, as per plan	\$335.00		-\$1,005.00
19	604	1000.00	0.00	-1000	POUNDS	Special - Miscellaneous Metal	\$1.25		-\$1,250.00
20	607	279.00	0.00	-279	FT	Fence, Type CL	\$27.85		-\$7,770.15
21	608/CO2	36726.00	37902.79	1176.79	SF	4" Concrete Walk	\$2.62	\$3,083.19	
22	608	886.00	518.00	-368	SF	8" Concrete Walk	\$4.75		-\$1,748.00
23	608/CO2	1455.00	1862.15	407.15	SF	Curb Ramp	\$11.30	\$4,600.80	
24	608	79.00	0.00	-79	SF	8" Curb Ramp	\$11.85		-\$936.15
25	609	207.00	202.75	-4.25	FT	Combination Curb and Gutter, Type 2, As per Plan	\$22.35		-\$94.99
26	609	274.00	272.93	-1.07	FT	Curb, Type 6, As Per Plan	\$15.60		-\$16.69
27	614	1.00	1.00	0	LS	Maintaining Traffic	\$31,750.00		
28	614/CO2	1.25	1.29	0.04	MILE	Work Zone Lane Line, Class III, 642 Paint	\$630.00	\$25.20	
29	614CO2	0.65	0.66	0.01	MILE	Work Zone Center Line, Class III, 642 Paint	\$1,260.00	\$12.60	
30	614	185.00	185.00	0	FT	Work Zone Channelizing Line, Solid White, Class III, 642 Paint	\$0.80		
31	614	162.25	99.10	-63.15	FT	Work Zone Stop Line	\$2.65		-\$167.35
32	623	1.00	1.00	0	LS	Construction Layout Stakes	\$1,350.00		
33	625	436.00	430.00	-6	FT	Conduit, 2", 725.05	\$1.05		-\$6.30
34	625	5.00	5.00	0	EA	Pull Box, 725.07, 8"x8"	\$185.00		
35	632/CO2	18.00	20.00	2	EA	Detector Loop	\$580.00	\$1,160.00	
36	638/CO2	3.00	4.00	1	EA	Valve Box Adjusted to Grade, as per plan	\$305.00	\$305.00	
37	644/CO2	1.25	1.29	0.04	MILE	Lane Line, 6" Dashed White	\$1,995.00	\$79.80	
38	644/CO2&CO3	0.65	0.67	0.02	MILE	Center Line, 4" Double Solid Yellow	\$7,140.00	\$142.80	
39	644	185.00	185.00	0	FT	Channelizing Line, 8" Solid White	\$1.60		
40	644/CO2	162.25	198.40	36.15	FT	Stop Line, 24" White	\$6.30	\$227.76	
41	644	779.00	768.40	-10.6	FT	Crosswalk Line, 12" White	\$3.15		-\$33.39
42	644	10.00	10.00	0	EA	Lane Arrow, 6" White	\$132.00		
43	659/CO2&CO3	1560.00	3737.87	2177.87	SY	Seeding and Mulching-Class 1 lawn mixture	\$0.65	\$1,415.62	
44	659	78.00	0.00	-78	SY	Repair Seeding and Mulching-Class 1 lawn mixture	\$2.65		-\$206.70
45	659	78.00	0.00	-78	SY	Inter-Seeding-Class 1 lawn mixture	\$2.65		-\$206.70
46	659CO#	0.21	0.34	0.13	TON	Commercial Fertilizer	\$2,625.00	\$341.25	
47	659CO#	0.32	0.77	0.45	ACRE	Lime	\$1,575.00	\$708.75	
48	659	8.42	0.00	-8.42	MGAL	Water	\$105.00		-\$884.10
49	832	1.00	1.00	0	LS	Storm Water Pollution Prevention Plan	\$2,530.00		
50	832CO3	1.00	7.15	6.15	EA	Erosion Control	\$1,200.00	\$7,376.14	
51	653/CO2	173.00	238.00	65	CY	4" Topsoil furnished & placed	\$33.60	\$2,184.00	
52	625	436.00	430.00	-6	FT	Trench for 2" Conduit	\$4.20		-\$25.20
53	625	436.00	0.00	-436	FT	Plastic Caution Tape for 2" Conduit	\$0.55		-\$239.80
54	632/CO2	436.00	1061.00	625	FT	Loop Detector Lead-In Cable	\$5.25	\$3,281.25	
55	CO1	-	-	-	-	Time Extension to June 30th	\$0.00		
56	CO3/CO4	-	279.00	279.00	LF	Fence Change from chain link to black ornamental	\$43.30	\$12,080.70	
57	CO3	-	6.00	6.00	EA	Work zone arrow	\$55.96	\$335.76	
58	CO3	-	1.00	1.00	EA	RMH1-grass/dirt excavation-blvd area	\$3,901.21	\$3,901.21	
59	CO3/CO4	-	1.00	1.00	EA	RMH-horizontal curb cut	\$754.30	\$754.30	
60	CO3/CO4	-	1.00	1.00	EA	RMH-dirt embankment behind walk	\$1,659.15	\$1,659.15	
61	CO3/CO4	-	1.00	1.00	EA	RMH-removal of buried concrete foundation-Force account	\$836.00	\$836.00	
62	CO3/CO4	-	1.00	1.00	EA	Labor-Barnes-south of bridge area-Force account	\$2,177.52	\$2,177.52	
63	CO3	-	18.00	-18.00	EA	Truncated dome deduct for change	\$50.00		-\$900.00
64	CO3	-	1.00	1.00	EA	Additional money due per ODOT 104.02 table 104.02-2	\$991.38	\$991.38	
TOTAL ADD/DEDUCT								\$55,847.86	-\$45,340.79
TOTAL DIFFERENCE								\$10,507.07	

Explanation: Change order reflects the actual work performed in the field.

Accepted, _____, 2013

Issued, _____, 2013

Contractor

Project Engineer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FOURTH CHANGE ORDER FOR WORK BEING PERFORMED FOR THE CEDAR POINT DRIVE IMPROVEMENT PROJECT IN THE AMOUNT OF \$841.35 TO BE PAID TO ERIE BLACKTOP, INC., OF SANDUSKY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed Cedar Point Drive Improvement Project by Resolution No. 026-11R, passed on July 11, 2011; and

WHEREAS, the City Commission approved the awarding of the contract to Erie Blacktop, Inc., of Sandusky, Ohio, for work to be performed for the Cedar Point Drive Improvement Project by Ordinance No. 11-109, passed on November 14, 2011; and

WHEREAS, this City Commission approved the First Change Order extending the completion date from May 24, 2012, until June 30, 2012, for the Cedar Point Drive Improvement Project by Ordinance No. 12-052, passed on May 29, 2012, and subsequently approved the Second Change Order for the addition of \$24,543.63 to be paid to Erie Blacktop, Inc. by Ordinance No. 12-080, passed August 13, 2012, and the Third Change Order to deduct the contract amount by \$14,877.91 by Ordinance No. 12-101, passed on October 9, 2012; and

WHEREAS, this Fourth Change Order reflects the actual quantities and costs of the items installed and measured in the field; and

WHEREAS, the revised contract with Erie Blacktop, Inc. is \$535,430.68 and with the addition of this Fourth Change Order in the amount of \$841.35, the revised contract is \$536,272.03, of which \$425,569.18 will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO), \$44,129.67 will be paid with Community Block Grant Funds (CDBG), \$62,262.63 will be paid with Street Funds, and the remaining balance of \$4,310.55 will be paid with funds provided by Cedar Fair to cover the cost of the change from a chain link fence to a black decorative fence; 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 this contractor to be paid for work completed on the project and allow ODOT to schedule and complete the final audit in July, 2013; 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 hereby authorized and directed to approve this Fourth Change Order for work performed for the Cedar Point Drive Improvement Project in an amount **not to exceed** Eight Hundred Forty One and 35/100 Dollars (\$841.35) to be paid to Erie Blacktop, Inc., of Sandusky, Ohio.

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: June 10, 2013



SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

www.ci.sandusky.oh.us

To: Nicole C. Ard, City Manager
From: John Orzech, Police Chief
Date: May 29, 2013
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase three (3) 2014 Chevy Impala Police Special vehicles through the State of Ohio's Cooperative Purchasing Program (Schedule # GDC050) from Taylor Chevrolet of Lancaster, Ohio, at an amount not to exceed \$63,188.00.

BACKGROUND INFORMATION: The need to replace three (3) police cruisers has been determined by the Police Chief and Fleet Maintenance Foreman, Troy Vaccaro. The three (3) police cruisers that will be replaced have exceeded their useful life for the police department. The existing vehicles will be put in the maintenance fleet to replace some older vehicles for other city departments.

The above listed vehicle is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Taylor Chevrolet of Lancaster, Ohio. Vehicle specifications were submitted to local Chevy dealerships according to the State Purchasing Program and one (1) bid was received from Baumann Auto Group however the price submitted was higher than the State Contract.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

BUDGETARY INFORMATION: The cost per vehicle is \$21,038 plus \$74 for one (1) additional set of FOB Keys for a total cost of \$63,188.00 for the three (3) police vehicles which will be paid for with Capital Improvement Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase three (3) 2014 Chevy Impala Police Special vehicles from Taylor Chevrolet of Lancaster, Ohio in an amount not to exceed \$63,188.00 through the State of Ohio Cooperative Purchasing Program (Schedule # GDC050). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the purchase of the vehicles as there is a three month delivery time period and allow the vehicles to be upfitted with equipment at the earliest opportunity so the Police Department can begin using the new vehicles.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Nicole C. Ard, City Manager

cc: Hank Solowiej, Finance Director
Don Icsman, Law Director

TAYLOR DEALERSHIP FLEET OPERATIONS
TAYLOR CHEVROLET INC.
2510 N. MEMORIAL DR.
LANCASTER, OHIO 43130
740-652-2234

REQUEST FOR QUOTE FORM

MAKE Chevrolet MODEL Impala-Police YEAR 2014

BASE PRICE \$20,780 (see bid award for included options in base)

OPTIONS (additional options)	PRICE
<u>7Y6-Dome light and courtesy light In-Op</u>	<u>\$0.00</u>
<u>6A3-heavy duty vinyl flooring (floor mat delete-\$68 credit)</u>	<u>\$89.00</u>
<u>6C7-Lighting Front auxiliary dome (red/white)</u>	<u>\$99.00</u>
<u>Temp Tag</u>	<u>\$20.00</u>
<u>Extra Keys (2 per vehicle @ \$25 each)</u>	<u>\$50.00</u>
<u>6E8 Common Key (keyed alike)</u>	<u>\$0</u>
<u>Order with exterior color Silver Ice Metallic</u>	<u>No Charge</u>

*** One unit only to be ordered with extra AMF Option – extra key FOBS (which contain 6 extra key FOBS only – cost \$74.00

TOTAL -----3 Units ----- **\$63,188**

(2 units priced at \$21,038 = \$42,076, * 1 unit priced at \$21,112 (extra FOBS))

PREPARED BY Sherry Calkins DATE 5/31/13

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE THREE (3) 2014 CHEVY IMPALA POLICE SPECIAL VEHICLES THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FROM TAYLOR CHEVROLET OF LANCASTER, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a determination was made by the Police Chief and Fleet Maintenance Foreman that there is a need to replace three (3) police vehicles that have exceeded their useful life for the Sandusky Police Department and to place these vehicles in the maintenance fleet to replace older vehicles for other City Departments; and

WHEREAS, the three (3) new 2014 Chevy Impala Police Special Vehicles from Taylor Chevrolet of Lancaster, Ohio, are available through the State of Ohio Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the cost is \$21,038.00 per vehicle, plus \$74.00 for one (1) additional set of FOB keys for a total cost of \$63,188.00 which will be paid with Capital Improvement 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 expedite the purchase of the vehicles as there is a three month delivery time period and allow the vehicles to be upfitted with equipment at the earliest opportunity so the Police Department can begin using the new vehicles; 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 **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 purchase three (3) 2014 Chevy Impala Police Special Vehicles through the State of Ohio Cooperative Purchasing Program from Taylor Chevrolet of Lancaster, Ohio, at an amount **not to exceed** Sixty Three Thousand One Hundred Eighty Eight and 00/100 Dollars (\$63,188.00).

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 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 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 upon its passage, and its 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: June 10, 2013



DEPARTMENT OF GENERAL SERVICES

Fleet Maintenance
Greenhouse
Horticultural Services
Oakland Cemetery & Memorial Park
Municipal Buildings
Traffic Services
Recreation

1024 Cement Avenue
Sandusky, OH 44870
419.627.5984 PHONE
419.627.5911 FAX

www.ci.sandusky.oh.us

To: Nicole Ard, City Manager
From: Troy Vaccaro, Fleet Maintenance Chief Foreman
Date: May 29, 2013
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of unneeded vehicles and equipment, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The vehicles and equipment listed below have been determined by the Fleet Maintenance Chief Foreman and the corresponding Department Head to be beyond their useful life or of no use to the City and is recommending the vehicles and equipment be declared obsolete, unnecessary and unfit for City use. It is requested the items be sold on "Gov Deals" which is an internet auction site for governmental entities.

1998 Dodge Ram 3500 Dump Truck, 24654 miles, Vin-3B6MC3664WM287925. This truck was purchased for general excavating use in the Water Distribution department. The truck was removed from service in February of 2013 due to rust damage to the frame and dump body. After extensive research it was determined that repair of the truck was not feasible due to a replacement frame is not available. The proceeds of the sale of this unit will be deposited into the Water Fund.

1997 Dodge Intrepid, 56,147 miles, 2B3HD46T3VH500626. This car was purchased for use in the Police Department as a marked DARE car. The car has not been in use since 2010 and is not needed any longer in the Police Department. Due to the overall condition of this car, it is of no use to any other City department. Proceeds from the sale of this unit will be deposited into the General Fund.

2001 Ford Taurus, 66,804 miles, 1FAFP53271G257607. This car was originally purchased for use as the City Managers take home car. It was transferred to the Police Department in May of 2006 with 24,500 miles and used as an unmarked detective car. The car has exceeded its expected life cycle. The proceeds of this sale will be deposited into the General Fund.

1987 Ford E-350 Ambulance, 126,992+ miles, 1FDKE30L5HHA17665. This used ambulance was purchased in April of 2002 with 122,393 miles for use as a Tactical Response vehicle. This truck has been removed from tactical duty as a result of changes in the Department over this time period. No other City department has a use for this truck. The proceeds from this sale will be deposited into the General Fund.

2002 Giant Vac leaf machine, Ser # 110802007/02070304. This unit was purchased to pick up leaves in the Cemetery and Parks throughout the City. Several years ago crews began mulching leaves instead of using this machine, it has not been used since 2007. The machine is not large enough to be used picking up leaves by the Street Department. The machine is in good condition now, but its value will continue to decline every year. The proceeds from this sale will be deposited into the General Fund.

1963 Galion 5-8 Roller, Ser # TH58G39252, This large Roller is part of the Street Departments equipment inventory and has not been used for several years. When the department does have the need for a roller of this size, they have been renting vibratory type rollers that compact to today's standards. The unit does run and operate as it was intended. Proceeds from this sale will be deposited into the Street Fund.

Liftmoore 2700 Pedestal Crane & Midwest 9x8 flatbed, This assembly was used in the Sewer Maintenance Department and has been replaced. The crane and flatbed are beyond their use full lifecycle. Proceeds from this sale will be deposited into the Sewer Fund.

14' Tall x 10.5' wide Gantry Crane, origin unknown. This crane is located in the Fleet Maintenance Department. A recent inspection cited several safety problems with this unit. The price to bring it up to today's safety standards would be cost prohibitive. As a result of the overhead crane in the Fleet shop, this gantry crane is seldom used. The proceeds from this sale would be deposited into the General Fund.

BUDGETARY INFORMATION: Proceeds from the sale of the items will be placed into the City's appropriate funds.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the vehicles and equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the depreciating items to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

Approved:

Nicole Ard
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF VEHICLES AND EQUIPMENT AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the following vehicles and equipment have been determined to be obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
1998 Dodge Ram Dump Truck	3B6MC3664WM287925	24,654
1997 Dodge Intrepid	2B3HD46T3VH500626	56,147
2001 Ford Taurus	1FAFP53271G257607	166,804
1987 Ford E-350 Ambulance	1FDKE30L5HHA17665	126,992

Equipment

2002 Giant Vac Leaf Machine (Serial #110802007/02070304

1963 Galion 5-8 Roller (Serial #TH58G39252)

Liftmoore 2700 Pedestal Crain & Midwest 9x8 Flatbed
Gantry Crane (14' Tall x 10.5' Wide)

WHEREAS, the proceeds from the sale of the 1997 Dodge Intrepid, 2001 Ford Taurus, 1987 Ford Ambulance, 2002 Leaf Machine, and Gantry Crane will be placed into the General Fund; and

WHEREAS, the proceeds from the sale of the 1998 Dodge Ram will be placed into the Water Fund, the proceeds from the sale of the 1963 Galion Roller will be placed into the Street Fund and the proceeds from the sale of the Liftmoore Pedestal Crane & Midwest Flatbed will be placed into the Sewer Fund; 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 the depreciating items to be placed on the internet for sale at the earliest opportunity to continue with good housekeeping practices; 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 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 finds and determines that the vehicles and equipment described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or by internet auction with the proceeds from sales to be placed in the City's General Fund, Water Fund, Street Fund and Sewer Fund.

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: May 28, 2013