

**ORDINANCE NO. 20-023**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the Bicentennial Vision Comprehensive Plan, the City desires to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Pier; and

**WHEREAS**, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including a multipurpose path and upgrading utilities; and

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with Osborn Engineering of Cleveland, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 17-224, passed on December 11, 2017; and

**WHEREAS**, the professional services provided by Osborn Engineering included completion of the preliminary design and specification documents for bidding and serving as the City's representative throughout construction activities including detailed design reviews and full-time onsite inspection services; and

**WHEREAS**, the additional services to be provided by Osborn Engineering are a result of construction changes and delays and the necessity for continuing services throughout the construction phase and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the original cost of the professional design services was \$436,320.00 and this Amendment will increase the cost by \$110,000.00 for a revised cost of \$546,320.00 and the additional cost will be financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; and

**WHEREAS**, a request to enter into an Amendment to the Agreement for Professional Design Services with Osborn Engineering for the Jackson Street Pier Rehabilitation Project is being requested in companion legislation; 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 the services to continue and to not delay the project; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and **NOW**,

PAGE 2 - ORDINANCE NO. 20-023

THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an Amendment to the Agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the Shoreline Drive Rehabilitation Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00).

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

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

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



\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:



\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 27, 2020

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

This First Amendment to the Agreement for Professional Design/Engineering Services (this "Agreement"), made as of \_\_\_\_\_, 2020, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Osborn Engineering (the "Architect/Engineer"), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances and regulations and it is the intention of the City, in the exercise of its powers, to obtain professional design/engineering services for the following project (the "Project"):

Project Name: **Shoreline Drive Rehabilitation Project**

City Engineer: Aaron Klein, P.E.  
Address: Department of Public Works  
City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

Architect/Engineer: Osborn Engineering  
Contact: Bonita G. Teeuwen, P.E.  
Address: 110 Superior Ave, Suite 300  
Cleveland, OH 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on January 5, 2018, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on \_\_\_\_\_, between the City and Osborn Engineering for a revised fee not to exceed \$110,000.00.

**Signature Page to Follow**



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

Osborn Engineering  
("Architect/Engineer")

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser  
City Manager

**APPROVAL:**

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

\_\_\_\_\_  
Trevor Hayberger  
Law Director

CERTIFICATE OF FUNDS

In the matter of: Shoreline Drive Rehabilitation Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: \_\_\_\_\_, 2020

CITY OF SANDUSKY

By: \_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



J20160653.500

January 9, 2020

City Manager Eric Wobser  
City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870  
Attention: Aaron Klein, P.E. – Director, Public Works

Sent via email: ewobser@ci.sandusky.oh.us

Re: Contract Modification for Additional Owner's Representative and Engineering Services for the Shoreline Drive Reconstruction Design-Build Project in the City of Sandusky, Ohio

Dear Manager Wobser:

Osborn Engineering is pleased to offer our ongoing professional services for the above referenced project. The proposed Design-Build project involves the rehabilitation and landscape of Shoreline Drive. The scope will include Owner's Representative and Construction Engineering services for hardscape, landscaping, roadway reconstruction, subsurface utility replacement, burial of overhead utilities and lighting.

Osborn and the City held a meeting December 17, 2019 to discuss the current budget and construction oversight for the extended construction schedule. The following is a brief summary of that meeting:

- Additional construction scope and construction delays have caused the project completion date to shift into 2020.
- Discussion of City forces performing construction inspection while having Osborn Engineering complete paperwork and approvals. Decision was made that continued full-time Osborn oversight/presence was needed for consistency on the project and to supplement City staff.
- Various design and construction changes have increased the actual Osborn level of effort compared to the anticipated amount identified in the original scope and fee including East End redesign, additional waterline along Hancock and Wayne, total time of construction, Mile Marker Zero design and coordination, increased public outreach, sewer dye testing, additional water services, Jackson Street bump-outs, additional burial of overhead utilities, review of Design-Build Team additional storm sewers and project coordination between Contractors.

As Owner's Representative, Osborn Engineering has assisted the City in reviews and negotiations with the Design-Build Team with the following cost savings and project betterments:

1. WSP fee reduction resulted in a savings of \$185,000
2. Memo of Understanding lump sum approach to project resulted in a savings of \$436,050
3. Additional storm – project betterment included in No. 2 above

**CLEVELAND**  
1100 Superior Ave, Ste 300  
Cleveland, OH 44114  
t 216 861 2020

[www.osborn-eng.com](http://www.osborn-eng.com)

**EXHIBIT**

**"A"**

**OHIO  
FLORIDA  
MICHIGAN  
TENNESSEE**



4. Mile Marker Zero design fee reduction resulted in a savings of \$7,955
5. Mile Marker Zero construction cost review – ongoing conversation but potentially \$27,400+ savings
6. Opposition/arguments against approving subgrade treatment pay application – now included in No. 2 above but at the time was a \$465,925 potential savings
7. Sign minimization along Shoreline Drive – project betterment
8. Suggestion to build curb prior to underdrain avoided likely impacts to recently constructed underdrain as originally scheduled by Contractor – project betterment
9. Identified over-winter, one-way detour and work zone concerns during snow. Contractor is on notice to maintain zone – project betterment and City maintenance cost savings
10. Identified lacking downspout connections and reviewed designs – project betterment
11. Comment to show all utilities in cross sections avoided a proposed storm | existing sanitary lateral conflict – project betterment
12. East End drainage questions forced WSP to detail design rather than allowing Contractor to figure it out in field – project betterment

Our anticipated continued scope of work is as follows:

**Owner's Representative and Construction Services**

1. Full time field construction observer with the following assumptions, including Design-Build Team plan review and project close out, including review of Contractor's pay requests, and review of Contractor's certified payroll for conformance to prevailing wages. This can be combined with services provided on Jackson Street Pier Redevelopment.
  - a. Office Engineering Support will be limited to 10 hours per week in January 2020 and 4 hours for bi-weekly teleconference meetings for February through May
  - b. Construction Engineering Support assumes construction complete by June 1 and one month for close-out
2. Professional engineering oversight

Services that are not a part of our scope of work include the following:

1. Construction materials testing
2. Any as-built field survey or drawings

Our cost for the stated Additional Services as stated above is a not to exceed cost of \$110,000 and will be billed monthly as an actual cost of hours worked including expenses.

Please feel free to call if any revisions or clarifications are required.

Sincerely,

**OSBORN ENGINEERING**

*Brent A. Green PE*



**Bonita G. Teeuwen, P.E.**  
**Director of Municipal and Transportation Engineering**

**cc: M. Stookey**  
**S. Vura**  
**S. Kiwala**  
**S. Schmall**  
**M. Philips**  
**OEC-Acctng**