

ORDINANCE NO. 21-056

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio for acquisition and partial design services for the Sandusky Bay Pathway by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, Environmental Design Group (EDG) has been developing the alignment of the Sandusky Bay Pathway along First Street, East Water Street, and the connection between Venice Road and Mills Street and have identified two (2) locations on the west end of the City (on Edgewater Avenue and Monroe Street) that need approved at-grade railroad crossings for cyclist safety in which only Norfolk Southern Railway Company can design; and

WHEREAS, Norfolk Southern Railway Company will be performing preliminary engineering and design of signals and electrical modifications at both railroad crossing locations that will eventually be incorporated into the construction documents for these phases of the pathway to be completed; and

WHEREAS, the cost of the professional design services is not to exceed \$50,421.00 and will initially be paid with Capital Projects Funds; the City intends to finance the professional design services with long-term notes that will be reimbursed with proceeds from various Tax Incremental Financings (TIFs); 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 the design work to be completed prior to August of 2021; 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, THEREFORE,

PAGE 2 - ORDINANCE NO. 21-056

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Norfolk Southern Railway Company of Akron, Ohio, for Professional Design Services for the preliminary engineering and design of signals and electrical modifications at the Edgewater Avenue and Monroe Street at-grade crossings for the Sandusky Bay Pathway, 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** Fifty Thousand Four Hundred Twenty One and 00/100 Dollars (\$50,421.00).

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:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: April 12, 2021

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between City of Sandusky (hereinafter called "City"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The City will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State: Sandusky, Erie County, OH
AAR-DOT#: 524075X & 481671A
Street /Bridge Name: Edgewater Ave & W Monroe St
Description: Proposed Modification of the Edgewater Avenue & Monroe Street At-Grade Crossings at NS MP CD-243.27 & S-109.70

Preliminary Engineering Cost Estimate: \$50,421.00

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The City agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the City fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the City. The City shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the City and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting November 19, 2019. The COMPANY agrees to provide preliminary engineering services at the request of the City or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the City regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the City and the COMPANY have caused these presents to be signed by their duly authorized officers:

City
Signature: _____
Name:
Title:
Date: _____

COMPANY
Signature: _____
Name: D.A. Becker
Title: Chief Engineer
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Sandusky
Project Description:	Proposed Modification of the Edgewater Avenue & Monroe Street At-Grade Crossings at NS
Location:	Sandusky, Erie County, OH
Project No.:	17-00196-020
Milepost:	CD-243.27 & S-109.70
File:	CX1114025 & CX1114042
Date:	August 27, 2020

ITEM A - Preliminary Engineering	23,073
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,348
ITEM D - Railroad Protective Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	25,000
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 50,421

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,773
Travel Expenses:		2,000
Services by Contract Engineer:		12,500
		<hr/>
	NET TOTAL - ITEM A	\$ 23,073

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		<hr/> \$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		498
NET TOTAL - ITEM C		<hr/> \$ 2,348

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 390.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		<hr/> \$ -

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		<hr/> \$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	25,000
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ 25,000

ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
NET TOTAL - ITEM G	\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
----------	------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (08/27/2020). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.