

Public Hearing HLC Appeal 5:30
Public Hearing 6:25

**CITY OF
PERRYSBURG**
**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**
September 6, 2022

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of August 16, 2022
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director

Ord 47-2022 Annexation
8. President of Council Report
9. Committee Reports
 - a. **Finance & Economic Development**
 - b. **Safety**
 - c. **Recreation**
 - d. **Planning & Zoning**
 - e. **Personnel**
 - f. **Public Utilities**

Res 73-2022 (Design Services)
RESOLUTION 73-2022

AUTHORIZING AN AGREEMENT WITH JONES AND HENRY ENGINEERS LTD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$177,200.00) FOR

ENGINEERING AND DESIGN SERVICES FOR THE WASTEWATER
TREATMENT PLANT; AND DECLARING AN EMERGENCY.

g. Service

Res 74-2022 (Grant)

RESOLUTION 74-2022

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE
AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC
WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM
AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AND
EMERGENCY.

10. Other Business

11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ordinance 47-2022

DATE: September 6, 2022



Subject Matter/Background

An Ordinance accepting the annexation of 0.059 acres of land colloquially known as “the single parcel of land currently sitting behind Taco Bell.”

Financial Review

This Ordinance will have no financial impact on the City of Perrysburg.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules and waive the three readings is appropriate.

ORDINANCE 47-2022

**ACCEPTING THE PETITION OF STEPHEN M. FUZINSKI
(PARCEL NUMBER P60-400-180408017000) FOR ANNEXATION
INTO THE CITY**

WHEREAS, on March 8, 2022, a petition filed by Stephen M. Fuzinski requesting the annexation of certain parcels at and around Parcel Number P60-400-180408017000, to the City of Perrysburg was duly considered and granted by the Board of Wood County Commissioners; and

WHEREAS, the Board of Wood County Commissioners certified the transcript of the annexation proceedings to the Clerk of the City of Perrysburg, which received the transcript on or about June 21, 2022; and

WHEREAS, sixty (60) days from the date of the receipt have now elapsed in accordance with the provision of Revised Code 709.04.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The annexation proposed in the petition of Stephen M. Fuzinski to the Board of Wood County Commissioners; which requested annexation to the City of Perrysburg, Ohio, of certain territory adjacent thereto as hereinafter described; and which was approved by the Board of County Commissioners on March 8, 2022, is hereby accepted. The territory is described as follows:

(See Resolution approving the annexation with description and map attached)

SECTION 2. The Clerk is authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The Clerk shall then forthwith deliver one (1) copy to the County Auditor, one (1) copy to the County Recorder and one (1) copy to the Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and the Clerk shall do all other things as required by law.

SECTION 3. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

Ord 47-2022

SECTION 4. This ordinance shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Kathryn Sandretto
DIRECTOR OF LAW

RESOLUTION NO. 22-00823

In the matter of acknowledging receipt of the	)	County Commissioners' Office,
Expedited Type 1 annexation petition for	)	Wood County, Ohio
territory located in Perrysburg Township to the	)	June 21, 2022
City of Perrysburg, and Granting the	)	
Annexation. (Petition #22-2)	)	

WHEREAS, the Clerk of the Board of County Commissioners is in receipt of an Expedited Type 1 annexation petition, filed by Kathryn Sandretto, Agent, on behalf of Stephen M. Fuzinski, petitioner, attached hereto and made a part hereof as if fully rewritten herein, and it appears that all provisions of Section 709.02 of the Ohio Revised Code (ORC) have been met; and

WHEREAS, pursuant to ORC §709.022(A), the Board of County Commissioners shall grant the petition if all statutory requirements have been met; and

WHEREAS, having considered all evidence presented with reference thereto and being fully advised, the said Board finds that:

1. Petition requests that Board of County Commissioners conduct annexation proceedings pursuant to ORC §709.021(A) and §709.022(A).
2. Petition includes signatures of a majority of the owners of real estate in the territory proposed for annexation (ORC §709.02(B)(1)).
3. Each signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed (ORC §709.02(C)(1)).
4. Petition includes an accurate legal description of perimeter and an accurate map or plat of the territory proposed for annexation (ORC §709.02(C)(2)).
5. Petition includes name of person to act as agent for the petitioners (ORC §709.02(C)(3)).
6. List of all tracts, lots, or parcels in the territory proposed for annexation and adjacent territory that includes name of owner, mailing address and permanent parcel number was submitted with petition (ORC §709.02(D)).
7. Real Estate is contiguous to municipality to which annexation is proposed (ORC §709.021 (A)).
8. Petition includes statutory disclosure statement in bold face, capital letters regarding waiver of appeal rights (ORC §709.022(B)).
9. Petition was accompanied by a certified copy of either an annexation agreement or a cooperative economic development agreement (ORC §709.022(A)).

now; therefore, be it

RESOLVED, by the Board of County Commissioners of Wood County, Ohio, that it be and is hereby ordered that the prayer of said petition be granted and that the territory described in the said petition may be annexed to the said *City of Perrysburg, Ohio*, in accordance with the law and that the Clerk of the said Board be and is hereby directed to deliver a certified copy of the entire record of proceedings to the clerk or auditor of the municipality.

Commissioner Bowlus moved and Commissioner Herringshaw seconded the resolution and the roll being called on its adoption, the vote resulted as follows:

DR. THEODORE H. BOWLUS

yes

Th H Bowlus

CRAIG LAHOTE

ABSENT

DORIS I. HERRINGSHAW, Ed.D

yes

Doris I Herringshaw
Board of County Commissioners,
Wood County, Ohio

Attest:

James Niem
acting Clerk of said Board

sal

Attachment: Petition, Map, Legal Description

xc: Kathryn Sandretto, Agent

Wood County Engineer

Wood County Sheriff

Wood County Auditor, Attn: Beth Fritz

Wood County Economic Development Commission

Northwestern Water & Sewer District

Fiscal Officer, Perrysburg Township Trustees

Clerk of Council, City of Perrysburg

File

PETITION FOR ANNEXATION --EXPEDITED TYPE 1

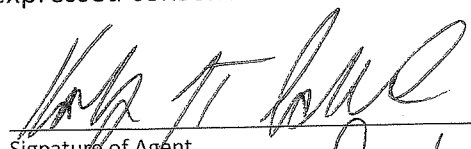
We, the undersigned, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Perrysburg, Wood County, Ohio, being filed under Section 709.021(A) & 709.22(A) of the Revised Code of Ohio.

Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as Exhibit "A".

The described territory is contiguous with the City of Perrysburg, Ohio.

Petitioners have attached hereto and made a part of this petition an accurate map or plat of the territory sought to be annexed, marked Exhibit "B".

Kathryn Sandretto, City of Perrysburg Law Director is here by appointed agent for the undersigned Petitioners as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.


Signature of Agent

Kathryn ST Sandretto

Typed or printed name of agent

201 W. Indiana Ave

Address

Perrysburg, OH 43551

419-872-7896 / 419-872-8019

Phone Number/Fax Number

KSandretto@ci.perrysburg.oh.us

Email Address

2022 JUN 15 PM 11:53
JOS
15 JUN 2022

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY."

SIGNATURE OF PETITIONER, TYPED NAME AND ADDRESS

DATE

Stephen M Fuzinski

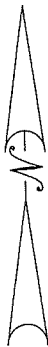
A handwritten signature in black ink, appearing to read 'S M Fuzinski', written over a horizontal line.

05/26/2022

10720 Airport HWY,

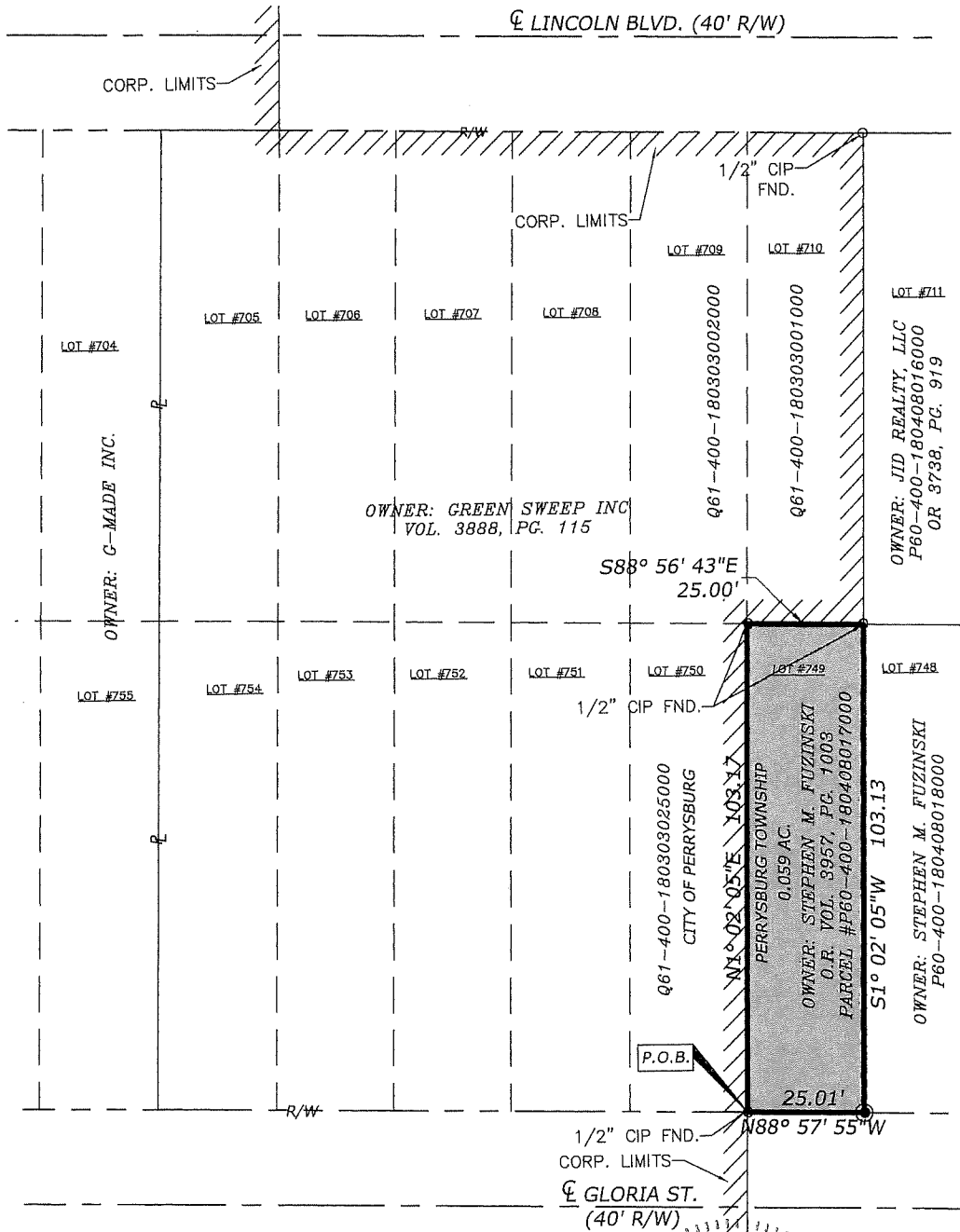
Swanton, Ohio 43558

SCALE: 1 inch = 30 ft.



ANNEXATION SURVEY

Being Inlot No. 749, Perrysburg Heights
No. 2 Subdivision, Plat Vol. 8, Pg. 10
Perrysburg Twp., Wood County, Ohio

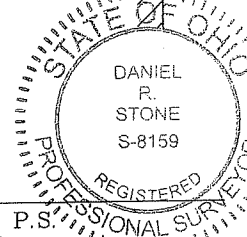


LEGEND

- SET 5/8" X 30" Rebar, marked with Orange Plastic Cap "VHHA 8159"
- Found as described

R/W Road Right-of-Way
(c) calculated distance
(m) measured distance
(p) platted distance

Daniel R. Stone, P.E., P.S.
Reg. Surveyor No. 8159
VAN HORN, HOOVER & ASSOCIATES, INC.
FINDLAY, OHIO



DATE May 4, 2022



Van Horn Hoover & Associates Inc.

SURVEYING - CIVIL ENGINEERING
LAND USE PLANNING

3200 N. MAIN - FINDLAY - OH 45840 - 419-423-5630
www.VanHornHoover.com Info@VanHornHoover.com

prepared for:
Stephen M. Fuzinski
10720 Airport Hwy., Swanton, Ohio
Parcel No. P60-400-180408017000

DATE: May 4, 2022

Z:\18889 ANNEX SURVEY.dwg



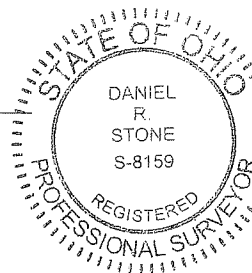
LEGAL DESCRIPTION

Lot 749 – Perrysburg Heights
Perrysburg Township, Wood County
State of Ohio
0.059 Acres

ANNEXATION PARCEL

1. Situated in Perrysburg Township, County of Wood, State of Ohio, and being Lot 749 of the Perrysburg Heights No. 2 Subdivision as recorded in Plat Volume 8, Page 10 of the Wood County Deed Records, also being part of a Parcel of Land previously conveyed to Stephen M. Fuzinski, as per OR 3957, Page 1003 of the Wood County Deed Records, being Parcel #P60-400-180408017000, more particularly described as follows:
2. Beginning at a 1/2" Capped rebar found at the southwest corner of said Lot 749;
3. Thence along the west line of said lot, N 01°02'05" E, a distance of 103.17 feet to a 1/2" Capped rebar found at the northwest corner of said lot;
4. Thence along the north line of said lot, S 88°56'43" E, a distance of 25.00 feet to a 1/2" Capped rebar found at the northeast corner of said lot;
5. Thence along the east line of said lot, S 01°02'05" W, a distance of 103.13 feet to a 5/8" Capped rebar set at the southeast corner of said lot, also being on the north Right of Way of Gloria Street (40' R/W);
6. Thence along the south line of said lot and the north Right of Way, N 88°57'55" W, a distance of 25.01 feet to the point of beginning;
7. Containing 0.059 Acres of land, more or less, all being subject to any prior easements of record or otherwise.
8. Bearings are based on the north Right of Way line of Gloria Street bearing N 88°57'55" W, and are for the purpose of description only
9. This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated February 28, 2022.

Date: 4. May. 2022



Survey and Legal Description by:

Daniel R. Stone
Daniel R. Stone, P.E., P.S.
Ohio Registered Surveyor #8159



ENGINEERING ♦ SURVEYING ♦ GPS/GIS CONSULTING

3200 N. MAIN ST. • FINDLAY, OH 45840 • 419.423.5630 Phone • 419-423-5772 FAX

Stephen M Fuzinski
(0 Gloria St – Perrysburg, OH 43551)
Parcel #P60-400-180408017000
(0.0591 Acs)
B: 3957, P: 1003 (Warranty Deed)

PROPERTY OWNERMAILING ADDRESS

- | | | |
|----|--|--|
| 1. | Green Sweep Inc.
Q61-400-180303025000
(0.0591 Acs) – Inlot 750 Perrysburg Heights (PB 8, PG 10)
B: 3888, P: 115 (Warranty Deed) | Green Sweep Inc.
10720 Airport Hwy
Swanton, OH 43558 |
| 2. | Green Sweep Inc.
Q61-400-180303002000
(0.0591 Acs) – Inlot 790 Perrysburg Heights (PB 8, PG 10)
B: 3888, P: 115 (Warranty Deed) | Green Sweep Inc.
10720 Airport Hwy
Swanton, OH 43558 |
| 3. | Green Sweep Inc.
Q61-400-180303001000
(0.0591 Acs) – Inlot 710 Perrysburg Heights (PB 8, PG 10)
B: 3888, P: 115 (Warranty Deed) | Green Sweep Inc.
10720 Airport Hwy
Swanton, OH 43558 |
| 4. | JID Realty LLC
P60-400-180408016000
(0.0591 Acs) – Inlot 711 Perrysburg Heights (PB 8, PG 10)
B: 3738, P: 919 (Quit Claim Deed) | JID Realty LLC
5041 Flanders Rd
Toledo, OH 43623 |
| 5. | Stephen M Fuzinski
P60-400-180408018000
(0.0591 Acs) – Inlot 748 Perrysburg Heights (PB 8, PG 10)
B: 3957, P: 1003 (Warranty Deed) | Stephen M Fuzinski
10720 Airport Hwy
Swanton, OH 43558 |
| 6. | Edward Caudill
P60-400-180409016000
(0.0591 Acs) – Inlot 769 Perrysburg Heights (PB 8, PG 10)
B: 618, P: 885 (Warranty Deed) | Edward Caudill
12497 Gloria St
Perrysburg, OH 43551 |
| 7. | Edward Caudill
P60-400-180409017000
(0.0591 Acs) – Inlot 768 Perrysburg Heights (PB 8, PG 10)
B: 618, P: 885 (Warranty Deed) | Edward Caudill
12497 Gloria St
Perrysburg, OH 43551 |
| 8. | AAA Club Alliance Inc.
Q61-400-180304001000
(0.0591 Acs) – Inlot 767 Perrysburg Heights (PB 8, PG 10)
B: 3517, P: 793 (Warranty Deed) | AAA Club Alliance Inc.
15 W Central Ave
Cincinnati, OH 45202 |

AGREEMENT

THIS AGREEMENT made this 8 day of MARCH, 2001 by and between the City of Perrysburg, a municipal corporation, 201 West Indiana Avenue, Perrysburg, Ohio, (hereafter "City") and Perrysburg Township, 26609 Lime City Road, Perrysburg, Ohio (hereafter "Township").

WITNESSETH:

WHEREAS, the City and the Township believe that a binding agreement dealing with the issues of protection of revenue sources, provision of water and sanitary sewer services and annexation need to be entered by the parties, and

WHEREAS, the City and the Township believe that an enforceable agreement dealing with these issues is in the interest of both parties, and

WHEREAS, such agreement will protect both entities revenue sources, protect portions of the Township from annexation pursuant to the extension of water and sanitary sewer services, help to control development sprawl, and be in the best interests of the health, safety and welfare of both their residents;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Annexation. The City agrees that it will not enforce any annexation covenant nor enforce any future pre-annexation agreements/covenants or restrictive deed covenants executed as a condition of the extension of water or sanitary sewer services

beyond the city limits of Perrysburg within the territory graphically shown on "Exhibit A" in blue attached hereto and made a part hereof during the term of this contract unless there is a judicial determination that this agreement has been materially breached by Perrysburg Township, or unless this agreement becomes null and void in accordance with the terms of paragraph 7 below. The parties agree that the Wood County Court of Common Pleas shall have jurisdiction for all matters relating to the interpretation of this agreement, including whether this agreement has been materially breached. For purposes of this agreement, material breach is defined as the failure without legal excuse to perform any promise which forms a whole or a part of this agreement.

It is further agreed that in the event the Wood County Common Pleas Courts declines to accept jurisdiction, either party may request and submit the question of material breach by either the Township or the City to a single arbitrator selected through the auspices of the American Arbitration Association. It is understood that whichever party is found to have materially breached this agreement shall pay the costs of the arbitration and the reasonable attorney fees.

It is further understood by the parties that voluntary annexations within the area shown graphically in blue on "Exhibit A" will be permitted. The City agrees that it will review the annexation policy it adopted on March 2, 1999, and revise it to reflect and be subject to the terms of this agreement. It is understood that the City may continue to annex outside the

territory shown graphically in blue on Exhibit "A" without interference by the Township.

2. Lawsuits. The City agrees not to appeal the Judgment Entries rendered in the Wood County Common Pleas Court in the cases titled Perrysburg v Horvath, et al (98-CV-426) and Perrysburg v Cichocki, et al (99-CV-375).

3. Perrysburg's Provision of Water and Sanitary Sewer Services.

The Township recognizes and agrees that the City shall be the sole supplier of sanitary sewer treatment services within the Sanitary Sewer service area graphically shown in yellow on Exhibit "B" and the sole supplier of the water service within the area graphically shown in pink on "Exhibit C". To that end, the Township will not (a) fund or promote, either directly or indirectly, any system or facilities that would remove any water and/or sanitary customers from the City service areas or (b) support or fund any change of the FPA areas currently in place without the consent of the City. That portion of the SS 400 District, graphically shown as blue on Exhibit "B" will not be contested nor served by the City of Perrysburg.

4. Water and Sanitary Sewer Surcharges.

(a) **Sanitary Sewer Rates.** The sanitary sewer rate charged to customers outside the City shall be no more than one hundred twenty-five percent (125%) of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

(b) Water Rates. The water rate charged to customers outside the City shall be no more than one hundred fifteen percent (115%) of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

5. Revenue Sharing. On any land that is annexed to the City from the effective date of this Agreement, the City shall share all non-residential real estate tax revenues in the same manner and on the same basis as the contract between the City and Township dated March 7, 2000 dealing with the land in Levis Industrial Park. The Township shall support the City's commercial growth on State Route 25 and the City shall support the Township's commercial growth on U.S. Route 20. Both parties will work together to create an interchange at Five Points Road and Interstate Route 75, with the West half in the City and the East half in the Township. Further, the parties will explore the creation of a revenue sharing JEDD for this area.

6. Fire Protection. The parties agree that the Township shall lease on a triple net basis for the term of this Agreement to the City, upon the City's request, the fire station located on Fort Meigs Road and such equipment as is agreed upon by the parties at a cost of One Dollar (\$1.00) per year. In the event the City desires to lease said fire station and equipment, it shall give the Township notice, in writing, six (6) months prior to the effective date of the lease. Provided, however, such lease shall not be

terminated so long as there has not been a judicial determination that this Agreement has been materially breached by the City. The City, by the terms of this lease, agrees to maintain the building and equipment, replacing equipment with its own as it believes needed, and to provide the fire and EMT protection to all Township areas graphically shown on Exhibit "D". The City shall direct the fire fighting efforts from this station in such manner as it determines. The station and training facilities will remain in the Township with full usage available to both departments as in the past on a cooperative basis. Dispatching and other details shall be worked out by the respective Fire Chiefs.

7. Additional Contingencies. This Agreement shall be immediately null and void in the event of the occurrence of any one of the following:

(a) The failure of the Northwestern Ohio Regional Water and Sewer District, by April 14, 2002, to permanently reverse the flow of the pump station located at U.S. Route 20 and Holiday Lane and therefore become tributary to the City's wastewater treatment system.

(b) The removal of the Ford Road pump station sanitary sewer flows from the City's wastewater treatment system to any other wastewater treatment system.

(c) The removal of any current or potential City water and sanitary sewer customers in the areas described graphically in Exhibits "B" and "C" through action by either the Township or the Northwestern Regional Water and Sewer District without the consent of the City. Provided, however, in the event of a breach of this subsection (c) the Township will be given thirty (30) days written notice to cure said breach. In the event that no cure is made within the thirty (30) day time period, then the agreement will be immediately null and void.

8. Consent to Injunction. Should either party attempt, during the term of this Agreement, to breach any of the material terms of this Agreement, they hereby give their consent to an injunction being entered against them by a court of proper jurisdiction and, if found to have breached the Agreement, consent to liquidated damages of One Thousand Dollars (\$1,000.00) per day until the breach is cured.

9. Term. The term of this Agreement shall be ninety-nine (99) years beginning March 6, 2001. Each of the terms in this Agreement are contingent on each other and the failure of any one term shall make the entire Agreement null and void.

CITY OF PERRYSBURG

By:

Andy G. Walworth
Mayor

By:

David W. G...
Director of Finance

PERRYSBURG TOWNSHIP

By:

Bill Miller
Trustee

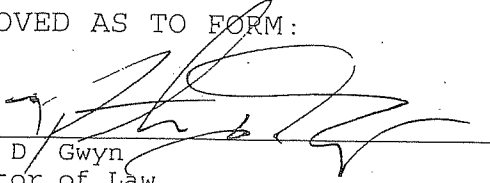
By:

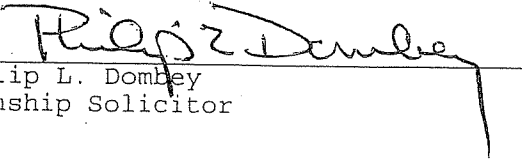
Nathan Hagemister
Trustee

By:

Richard Smith
Trustee

APPROVED AS TO FORM:


Peter D. Gwyn
Director of Law


Philip L. Dombey
Township Solicitor

Agm-pbtw.9
3/7/01

**CERTIFIED TRUE COPY
OF AN ORIGINAL DOCUMENT**

SIGNED Amber Rathburn

DATE 5-24-22

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 73-2022

DATE: September 6, 2022



Subject Matter/Background

This is a Resolution authorizing a service agreement with Jones and Henry Ltd. This agreement entails engineering design for a project to replace end-of-life heat exchangers (two) and other Digester System Improvements at the WWTP, per recommendations of the WWTP Capital Projects Planning report from 2021.

The City solicited proposals from engineering service providers to provide the required work. Three submissions were reviewed and ranked by the City and Jones and Henry Ltd. was determined to be the best qualified firm to provide the services.

Financial Review

\$ 177,200 in 2022 Budget and sufficient fund balance; Fund 402.1917.51274

A grant of \$175,000 was requested in 2021 and awarded in 2022 by the Ohio Public Works Commission (OPWC). This grant is payable during the CONSTRUCTION phase and is normally paid directly to the contractor on the City's behalf.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. There is a request for an emergency to allow Public Utilities to engage this firm as quickly as possible to begin the design services necessary for the Waste Water Treatment Plant.

CITY OF PERRYSBURG WWTP DIGESTER PROJECT CONSULTANT RATINGS

[illegible]

RESOLUTION 73-2022

AUTHORIZING AN AGREEMENT WITH JONES AND HENRY ENGINEERS LTD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$177,200.00) FOR ENGINEERING AND DESIGN SERVICES FOR THE WASTEWATER TREATMENT PLANT; AND DECLARING AN EMERGENCY.

WHEREAS, the Division of Public Utilities has determined that The City of Perrysburg Wastewater Treatment plant is in need of new End of Life Heat Exchangers, along with other equipment and design alterations; and

WHEREAS, the City of Perrysburg, Ohio, solicited proposals from engineering service providers to provide the required work, and the submissions were reviewed and ranked by the City; and,

WHEREAS, Jones and Henry Ltd. was determined to be the best qualified firm to provide the services and, upon request, has provided a price proposal for the service; and,

WHEREAS, this Council believes that the process used by the City of requesting proposals from engineering firms, reviewing those proposals, and interviewing prospective service providers has provided the City with the most effective and appropriate mechanism for determining the qualifications of the engineering companies and for selecting the best firm to provide the required services; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Jones and Henry Ltd., in an amount not to exceed One Hundred Seventy-Seven Thousand Two Hundred Dollars (\$177,200.00), for a service contract for End of Life Heat Exchangers and other equipment and design services for the Wastewater Treatment Plant.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to engage this design firm as quickly as possible to begin the necessary improvements for the Waste Water Treatment Plant, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Kathryn Sandretto
LAW DIRECTOR

**Agreement
Between Owner and Engineer
For Professional Services – Task Order**

Prepared by:
Jones & Henry Engineers, Ltd.



Between

City of Perrysburg, Ohio

and

Jones & Henry Engineers, Ltd.

Dated:

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

City of Perrysburg, Ohio (“Owner”) and

Jones & Henry Engineers, Ltd. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or

any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Task Orders will be prepared in a format acceptable to Owner and Engineer, in writing as may be requested by Owner which details the Specific Project to be performed under that Task Order. A Suggested Form of Task Order is attached as Attachment 1 which may be used, but is not required, as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Not Used. ~~Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.~~
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Not Used ~~Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Note Used. ~~Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.~~
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Perrysburg, Ohio

ENGINEER: Jones & Henry Engineers, Ltd.

By: _____
Print Name: _____
Title: _____
Date Signed: _____

By: _____
Print Name: Bradley F. Lowery, PE
Title: President
Date Signed: January 2, 2020

By: _____
Print Name: Peter A. Latta, CDT®, CSI
Title: Toledo Office Director
Date Signed: January 2, 2020

Engineer License or Firm's Certificate No. (if required):
COA.02387

State of : Ohio

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

3103 Executive Parkway, Suite 300
Toledo, Ohio 43606

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Bradley F. Lowery, PE

Title: _____

Title: President

Phone Number: _____

Phone Number: 419-473-9611

E-Mail Address: _____

E-Mail Address: BLowery@JHEng.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)

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- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

- D. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [] days of Owner's authorization to proceed with Final Design Phase services.

	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	

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2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]
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[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER: City of Perrysburg, Ohio

ENGINEER: Jones & Henry Engineers, Ltd.

By: _____

By: _____

Print Name: _____

Print Name: Bradley F. Lowery, P.E.

Title: _____

Title: President

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

ENGINEER: Jones & Henry Engineers, Ltd.

By: _____

Print Name: Theodore A. Bennett, P.E. _____

Title: Vice President _____

Engineer License or Firm's
Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Bradley F. Lowery, P.E. _____

Title: President _____

Address: 3103 Executive Parkway, Suite 300
Toledo, Ohio 43606 _____

E-Mail Address: blowery@jheng.com _____

Phone: 419-473-9611 _____

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to

Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase

deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to

furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety

precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests*:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work,

Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer's Services

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- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.

Exhibit B– Owner's Responsibilities

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- d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

Exhibit B– Owner's Responsibilities

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10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- ~~20. Perform or provide the following:--~~

Exhibit B– Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges)
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.20 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; , mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.10.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.10.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions	\$ 0.10/page
Copies of	\$ 0.05/sq. ft.
Mileage (auto)	at cost per IRS standard
Air Transportation	at cost
CAD Charge	\$ 10.00/hour
Laboratory Testing	at cost
Meals and Lodging	at cost
Postage or Courier Charges	at cost
Consultant	at cost
Mobile Phone Services	\$35.00/month

For expenses incurred in the work for travel, subsistence, subcontractors, consultants, mobile phone services, fax, printing, copying, etc., the actual cost plus ten percent (10%) thereof.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Principal	\$155 - \$195
Director / Senior Project Manager	\$145 - \$190
Project Manager	\$125 - \$160
Senior Engineer.....	\$125 - \$185
Project Engineer.....	\$100 - \$140
Engineer	\$85 - \$125
O&M Specialist	\$125 - \$135
Senior Construction Services Specialist	\$90 - \$125
Construction Services Specialist.....	\$80 - \$120
Information Systems Specialist.....	\$90 - \$145
Designer, Senior Technician.....	\$90 - \$105
Technician	\$80 - \$95
Project Assistant	\$60 - \$80
Administrative Assistant.....	\$55 - \$80

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit E – Notice of Acceptability of Work

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

- | | | |
|----|--|-------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| 1) | Bodily injury, each accident: | \$1,000,000 |
| 2) | Bodily injury by disease, each employee: | \$1,000,000 |
| 3) | Bodily injury/disease, aggregate: | \$1,000,000 |
| c. | General Liability – | |
| 1) | Each Occurrence
(Bodily Injury and Property Damage): | \$1,000,000 |
| 2) | General Aggregate: | \$2,000,000 |
| d. | Excess or Umbrella Liability – | |
| 1) | Each Occurrence: | \$5,000,000 |
| 2) | General Aggregate: | \$N/A |
| e. | Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): | \$1,000,000 |
| f. | Professional Liability – | |
| 1) | Each Claim Made: | \$5,000,000 |
| 2) | Annual Aggregate: | \$5,000,000 |

2. By Owner:

- | | | |
|----|------------------------|-----------|
| a. | Workers' Compensation: | Statutory |
|----|------------------------|-----------|

Exhibit G - Insurance

- b. Employer's Liability –
 - 1) Bodily injury, each accident \$1,000,000
 - 2) Bodily injury by disease, each employee \$1,000,000
 - 3) Bodily injury/disease, aggregate \$1,000,000
- c. General Liability –
 - 1) General Aggregate: \$2,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$5,000,000
 - 2) General Aggregate: \$N/A
- e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- f. Other (specify): \$N/A

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no insurance coverage is provided then the limitation of liability provisions of this paragraph shall not apply.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to:
 - B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|----------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____



August 23, 2022

Ms. Alice Godsey
Director of Utilities
211 East Boundary Street
Perrysburg, Ohio 43551

Subject: City of Perrysburg, Ohio
Wastewater Treatment Plant, Digester Improvements
Design and Bidding Services

Dear Ms. Godsey:

We are pleased to provide the City of Perrysburg with this proposal for professional engineering services related to improvements to your anaerobic digesters. Although not a part of the proposal, we have been advised to consider impacts of future biosolids projects such as Class A Processes or Cogeneration. The improvements contemplated by this project should be arranged such that they will not hinder the addition of cogeneration or Class A production.

Scope

Based on the City's RFQ and our meeting with you, Matt Choma, and Mickey Shank on June 22, 2022, it is our understanding that the project's scope includes the following design elements:

1. Replacement of both of the City's boiler/heat exchanger units.
 - a. The scope includes comparison of the existing technology (combination boiler/tube heat exchanger) or different technologies such as stand-alone boiler, spiral heat exchanger.
 - b. The comparison will be presented to the City and a final recommendation made on the technology that will proceed to design. Maintenance features of each type of system will be part of the comparison.
2. Replacement of digester gas piping, moisture traps, valves, and safety accessories.
 - a. The existing piping is plugged in several locations.
 - b. Additional gas scrubbing will also be investigated based on City-performed digester gas analysis.
3. Replacement and relocation of the digester gas flare.
 - a. Review of air permitting requirements.
 - b. Comparison of similar technology or enclosed flare and recommendation for design.

Ms. Alice Godsey
August 23, 2022
Page 2

4. Replace biogas flow meters.
 - a. Flow meter to waste/flare will be included.
5. Add railing system to Digester Control Building 2's roof.
6. Cleaning of existing digesters.
 - a. Digester cleaning will most likely be needed to do a full inspection of the digester cover and to access the tank to allow internal gas piping to be replaced.
 - b. Digesters have not been cleaned in at least 10 years.
7. Inspect digester covers.
 - a. Inspection to be performed by subconsultant. The goal of inspection is to determine the remaining service life in the covers and to determine repairs/maintenance needed to achieve that service life.
 - b. Draining and cleaning of digesters is assumed to be required for inspection.
 - c. Recommendations for repair and repainting and/or replacement will be made based on the results of the cover inspection. Minor repairs or repainting may be able to be done within this project. Major repairs or wholesale replacement of the covers may need to be done in a separate contract.
8. Inspect MCC-F and develop plans for replacement if needed.
 - a. MCC-F will be inspected, and spare parts availability also noted, so a recommendation can be made on maintenance or replacement needs.
9. Review condition of Vaughn digester mixing pumps, and make recommendation for repair or replacement.
10. Electrical, structural, and mechanical design services to support the above-listed improvements.

Approach

1. Attend a project kick-off meeting to refine the scope of work, design discussions, information needs, and project schedule.
2. Review existing equipment sizing and compare to current process needs to confirm sizing of new equipment.
3. Conduct a field investigation in order to ascertain and verify the existing site, conditions, and equipment.

Ms. Alice Godsey
August 23, 2022
Page 3

4. Meet with the City to review and compare boiler heat exchanger technologies, digester gas flare technologies, and recommendations related to MCC-F and mixing pumps.
5. Produce and distribute a project memorandum to summarize the project including construction cost estimate, scope of work, equipment selection decisions, other design decisions, and schedule.
6. Prepare and distribute drawings and specifications for review by the City staff at the 30, 60, and 90 percent complete stages. Meet with the City at each stage to obtain feedback. Comments received from the City will be incorporated into the final design.
7. During the course of design, Jones & Henry will develop a construction sequencing plan with the City's assistance that keeps a minimum number of digesters and support facilities in operation to allow the City to continue processing their biosolids. Outage durations will be developed and included in the project specifications, along with the construction sequencing, so the bidding contractors are aware of work limitations due to the City's process needs.
8. Prepare final plans and specifications.
9. Prepare an Engineer's Opinion of Probable Construction Cost for the proposed improvements.
10. Assist the City with the bid process for selecting a construction contractor to perform the proposed improvements. This task will include responding to bidder's questions and the review of bids received by the City. Bid document distribution will be performed by a plan distribution house.
11. The work included in this proposal will conclude with the Engineer's provision of a letter of recommendation regarding bids received by the Owner.
12. Early Action Items
 - a. With prices rising and lead times for large pieces of equipment extending to a year or more, the City indicated they are willing to consider a procurement bid for major pieces of equipment, such as the boiler/heat exchanger or services such as digester cleaning and inspection early in the project schedule. We have included a fee for an additional procurement bid in our proposal. Our fee is based on Jones & Henry providing specifications to acquire the boiler/heat exchanger and the digester cleaning services. The City will solicit bids, procure the equipment and services, coordinate the delivery of the equipment, and monitor the performance of the digester cleaning services.

Exclusions and Limitations

To clarify the scope of services to be provided under our proposal, we have included the following exceptions and limitations.

1. The cost for any permits (Building, OEPA Permit to Install, for example) required for this work are not included in our proposed fee.

Ms. Alice Godsey
August 23, 2022
Page 4

2. We have not included costs associated with geotechnical engineering in our proposal. If subgrade soils investigation is required, this work will be performed by others outside of the scope of this proposal. We will provide guidance and recommendations regarding the need for detailed geotechnical investigation based upon our preliminary engineering work.

Schedule

We propose the following schedule for this project:

Kick-off Meeting	September 2022
Equipment Sizing Review	September - October 2022
Field Investigations	October - November 2022
Equipment Selection/Recommendations	October - November 2022
Project Memorandum	November 2022
Procurement Bids/Early Action Items	December 2022
30 Percent Design	January 2023
60 Percent Design	March 2023
90 Percent Design and Construction Sequencing	May 2023
Bidding	June - July 2023

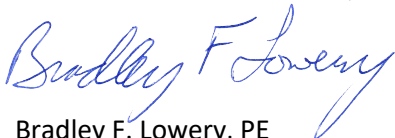
Fee

Engineering fees for these services is on a time-and-expense basis for an estimated not-to-exceed price of \$177,200. Fees were developed using the attached fee and hour sheet. This proposal will become part of a future engineering services agreement between the City and Jones & Henry, authorizing Jones & Henry to proceed with this project.

We appreciate Perrysburg's confidence in selecting Jones & Henry for this important project, and we are looking forward to helping the City improve this critical portion of the plant.

Sincerely,

JONES & HENRY ENGINEERS, LTD.



Bradley F. Lowery, PE
President

BFL/bjm
Enc.

c: Matt Choma, PE
Mr. Mickey Shank

PRICE PROPOSAL FORM

TASK	ESTIMATED TASK HOURS	TOTAL COST
Design		
Project Kick-Off Meeting	13	\$2,400.00
Review Existing Equipment Sizing	21	\$3,500.00
Field Investigation	33	\$5,500.00
Boiler/Heat Exchanger Alternatives	27	\$4,500.00
Flare Location/Permitting	17	\$2,900.00
Meet with City / Review Technologies	20	\$3,800.00
Cover Inspection	-	\$16,000.00
Gas Quality Review	14	\$2,500.00
Mixing Pump/System Review	11	\$1,800.00
Project Memorandum	26	\$4,600.00
Prepare Drawings and Specifications		
30% Complete	140	\$17,500.00
60% Complete	235	\$30,700.00
90% Complete	376	\$48,800.00
Develop Construction Sequencing Plan	19	\$3,100.00
Final Plans and Specifications	69	\$9,800.00
Engineer's Opinion of Probable Construction Cost	38	\$6,100.00
QA/QC	18	\$3,200.00
Sub Total	1,077	\$166,700.00
Bidding		
Bidder Question Response	25	\$3,800.00
Review of Bids	6	\$900.00
Engineer's Letter of Recommendation	4	\$500.00
Sub Total	34	\$5,200.00
Early Action Items		
Procurement Bid		
Boiler/Heat Exchanger	16	\$2,600.00
Digester Cleaning	12	\$1,800.00
Review Bids	5	\$900.00
Sub Total	33	\$5,300.00
Total Project Cost		\$177,200.00

Multiplier: Indirect labor	2.286
Multiplier: Profit & Overhead	1.40
Multiplier: Expenses	1.10
Multiplier: Subcontractors	1.10

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 74-2022

DATE: September 6, 2022



Subject Matter/Background

This is a Resolution authorizing the City Engineer to apply for a grant through the Ohio Public Works Commission. This grant will assist with paving projects throughout the City.

Financial Review

This project is not yet in the City's budget as work will begin no sooner than 2024.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An emergency is requested because this grant is due by September 9, 2022.

RESOLUTION 74-2022

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Perrysburg is planning to make capital improvements to roads within the municipality; and

WHEREAS, the infrastructure improvement herein described in Exhibit A is considered to be a priority need for the community and is a qualified project under the OPWC programs; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The City Engineer is hereby authorized to apply to the OPWC for funds as described above see attached Exhibit A.

SECTION 2. The City Engineer is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; as this application must be submitted by September 9, 2022, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Kathryn Sandretto
LAW DIRECTOR



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: _____ Subdivision Code: _____

District Number: _____ County: _____ Date: _____

Contact: _____ Phone: _____
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: _____ FAX: _____

Project

Project Name: _____ Zip Code: _____

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
1. County	1. Road	Total Project Cost: _____ .00
2. City	2. Bridge/Culvert	1. Grant: _____ .00
3. Township	3. Water Supply	2. Loan: _____ .00
4. Village	4. Wastewater	3. Loan Assistance/ Credit Enhancement: _____ .00
5. Water (6119 Water District)	5. Solid Waste	
	6. Stormwater	Funding Requested: _____ .00

District Recommendation (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)		
State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
Local Transportation Improvement Program	Grant:	Amount: _____ .00
Revolving Loan Program	LTIP:	Amount: _____ .00
Small Government Program		
District SG Priority: _____	Loan Assistance / Credit Enhancement:	Amount: _____ .00

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: ☐ SCIP ☐ RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	.00	
Final Design:	_____	.00	
Construction Administration:	_____	.00	
Total Engineering Services:	a.) _____	.00	_____ %
Right of Way:	b.) _____	.00	
Construction:	c.) _____	.00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	.00	_____ %
Total Estimated Costs:	g.) _____	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____	.00	
Local Revenues:	b.) _____	.00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: _____	d.) _____	.00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
County Entitlement or Community Dev. "Formula"			
Department of Development			
Other: _____	h.) _____	.00	
Subtotal Local Resources:	i.) _____	.00	_____ %

OPWC Funds (Check all requested and enter Amount)

Grant: _____ % of OPWC Funds	j.) _____	.00	
Loan: _____ % of OPWC Funds	k.) _____	.00	
Loan Assistance / Credit Enhancement:	l.) _____	.00	
Subtotal OPWC Funds:	m.) _____	.00	_____ %
Total Financial Resources:	n.) _____	.00	_____ %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement: _____ .00 _____ %
2.2 Total Portion of Project New / Expansion: _____ .00 _____ %
2.3 Total Project: _____ .00 _____ %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way Begin Date: _____ End Date: _____
3.2 Bid Advertisement and Award Begin Date: _____ End Date: _____
3.3 Construction Begin Date: _____ End Date: _____

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: _____ Years Age: _____ (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT _____ Year _____ Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

5.3 Project Manager

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.

A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.

A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.

A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.

Farmland Preservation Review - The Governor's Executive Order 98-IIIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.

Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.

Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

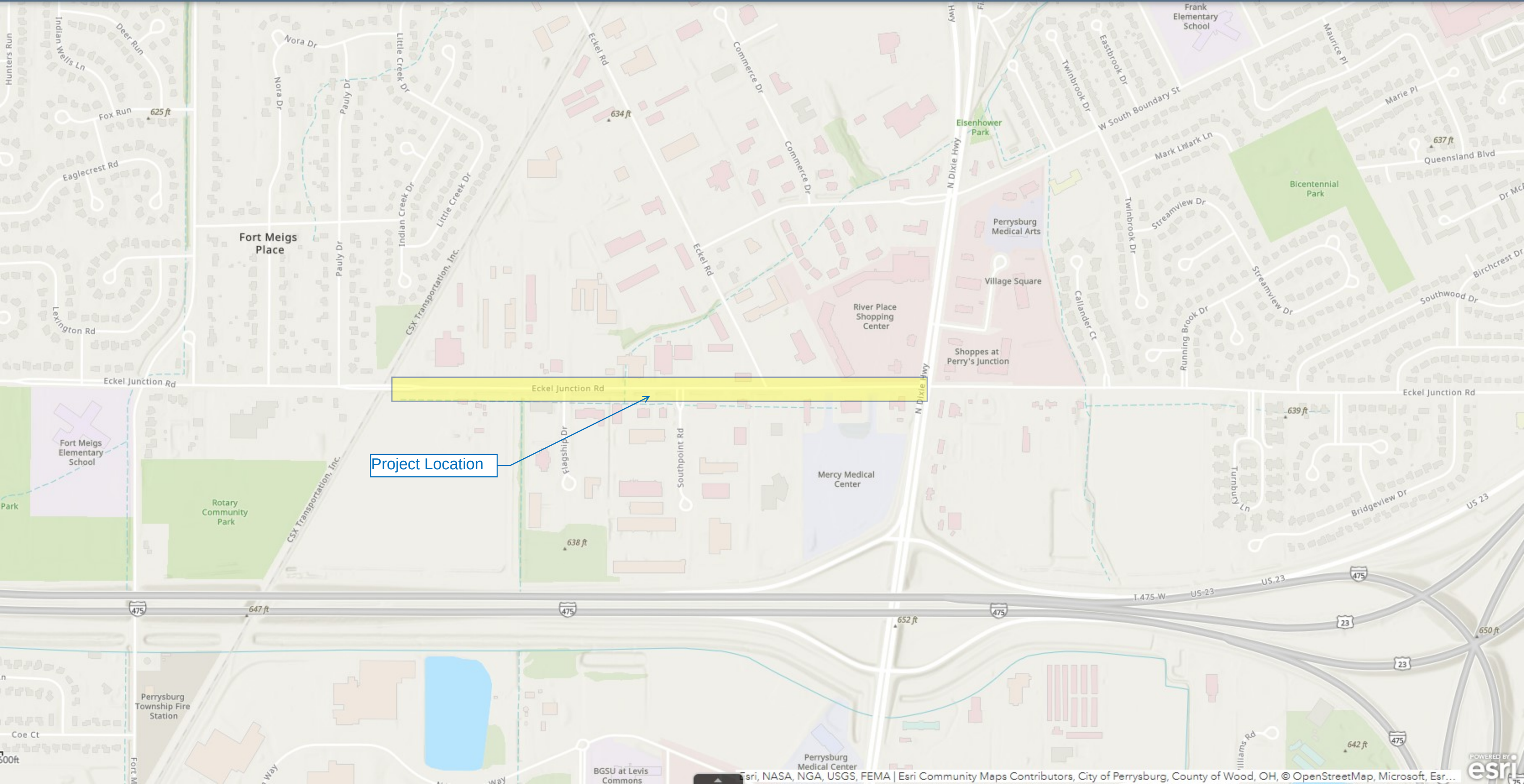
7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed



Project Location

Eckel Junction Rd

Fort Meigs Place

River Place Shopping Center

Mercy Medical Center

Perrysburg Medical Arts

Village Square

Shoppes at Perry's Junction

Bicentennial Park

Fort Meigs Elementary School

Rotary Community Park

Frank Elementary School

Perrysburg Township Fire Station

BGSU at Levis Commons

Perrysburg Medical Center

**DISTRICT 5
CAPITAL IMPROVEMENT PROJECTS
QUESTIONNAIRE
ROUND 37**

Name of Applicant: City of Perrysburg

Project Title: Eckel Road Rehabilitation

The following questions are to be answered for each application submitted for State Issue II SCIP, LTIP and Loan Projects. Please provide specific information using the best documentation available to you. Justification of your responses to these questions will be required if your project is selected for funding, so please provide correct and accurate responses. **Villages and Townships under 5,000 in population should also complete the Small Government Criteria.**

1. What percentage of the project in repair A=100%, replacement B= 0 %, expansion C= 0 %, and new D= 0 %? (Use dollar amounts of project to figure percentages and make sure the total equals one hundred(100) percent) A+B=100% C+D= 0 % **ORC Reference(s):164.06(B)(1); 164.14(E)(10)**

Repair/Replacement = Repair or Replacement of public facilities owned by the government (any subdivision of the state).

New/Expansion = Replacement of privately owned wells, septic systems, private water or wastewater systems, etc.

- 2a. Existing Physical Condition of Infrastructure **ORC Reference(s):164.06(B)(2);164.14(E)(9);164.14(E)(2); 164.14(E)(8)**

Rating Guidance for Physical Condition: The basic logic behind the **condition** category descriptions is: don't tell us how bad the infrastructure condition is - show us. If the infrastructure has failed in some way to the point that it needs replaced, the project should receive the highest points, if major components have failed, but it doesn't require replacement the project should receive fewer points and if it needs maintained it receives even fewest points.

Points	Category	Description	Examples
10	Failing	Infrastructure has reached a point where it requires replacement, reconstruction or reconfiguration to fulfill its purpose	Road/Bridge -Intersection Reconfiguration due to accident problem-Structural paving of 3.5" or greater of additional pavement - Pavement Widening to meet ODOT L&D Standards - Complete Pavement Reconstruction - Complete Bridge or Culvert replacement -Widening graded shoulder width to ODOT L&D Standard Water, San. Sewer/Storm -Water, Sewer, or Storm Line Replacement - Water or Sewer Plant Replacement -Replacement of a major component of a water and/or sewer treatment plant which would result in a failure in meeting WQ Standards -Project replaces a facility under EPA orders or where demand exceeds capacity or where

			a documented environmental hazard is present.
8	Poor	The condition is substandard and requires repair or restoration in order to return to the intended level of service and comply with current design standards. Infrastructure contains deficiency and is functioning at a diminished capacity.	Road -Multiple course of paving- Single course of paving with 25% base repair-Widening graded shoulder width to less than ODOT L&D Standard -Structural Culvert Lining -Bridge Deck Replacement Water, San. Sewer/Storm- Replacement of a component such as a control mechanism, pumps, hydrants, valves, filters, etc of a water or sewer plant – Project repairs a facility component ordered by a regulatory agency.
6	Fading	The condition requires reconditioning to continue to function as originally intended.	Road/Bridge- Single course of paving- Widening aggregate berm on existing graded shoulder width Water, San. Sewer/Storm- Sewer Lining Projects -Water tower painting -Repair of a tank to maintain structural integrity in existing water and sewer systems- Project repairs a facility component considered to be maintenance in nature.
4	Fair	The condition is average, not good or poor. The infrastructure is still functioning as originally intended. Minor deficiencies exist requiring repair to continue to function as originally intended and/or to meet current design standards	
2	Good	The condition is safe and suitable to purpose. Infrastructure is functioning as originally intended, but requires minor repairs and/or upgrades to meet current design standards	
0	Excellent	The condition is new or requires no repair. Or, no supporting documentation has been submitted	

2b. Age of Infrastructure **ORC Reference(s):164.06(B)(2)**

Life	20	30	50
Project Type	Road	Wastewater and Water Treatment	Bridge/Culvert, Sanitary Sewer, Water Supply, Storm Water, Solid Waste
Points			
0	0-4 Years	0-6 Years	0-10 Years
1	5-8 Years	7-12 Years	11-20 Years
2	9-12 Years	13-18 Years	21-30 Years
3	13-16 Years	19-24 Years	31-40 Years
4	17-20 Years	25-30 Years	41-50 Years

5	20+ Years	30+ Years	50+ Years
---	-----------	-----------	-----------

3. Health and Safety Rating: **ORC Reference(s):164.06(B)(4),164.14(E)(1); 164.14(E)(10)**

If the proposed project is not approved what category would best represent the impact on the general health and/or public safety?

ROADS

Extremely Critical: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Major Access Road.*

Critical: Resurfacing, Restoration and Rehabilitation (3R) of a Major Access Road.*

Major: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Minor Access Road.*

Moderate: Resurfacing, Restoration and Rehabilitation (3R) of a Minor Access Road.*

Minimal: Preventative Maintenance of a Major Access Road.

No Impact: Preventative Maintenance of a Minor Access Road.

Projects that have a variety of work will be scored in the LOWEST category of work contained in the Construction Estimate.

Road/Street Classifications:

Major Access Road: Roads or streets that have a dual function of providing access to adjacent properties and providing through or connecting service between other roads.

Minor Access Road: Roads or streets that primarily provide access to adjacent properties without through continuity, such as cul-de-sacs or loop roads or streets.

Preventative Maintenance: Non Structural Pavement work such as chip sealing, cape sealing, micro-surfacing, crack sealing, etc.

*(3R) Resurfacing, Restoration and Rehabilitation - Improvements to existing roadways, which have as their main purpose, the restoration of the physical features (pavement, curb, guardrail, etc.) without altering the original design elements. **(Surface and Intermediate layer Mill and Fills, overlays with less than or equal to 3.5" of additional pavement, etc....)**

*(4R) Resurfacing, Restoration, Rehabilitation and Reconstruction - Much like 3R, except that 4R allows for the complete reconstruction of the roadway and alteration of certain design elements (i.e., lane widths, shoulder width, SSD, **overlays with greater than 3.5" of additional pavement.** etc.).

BRIDGES SUFFICIENCY RATING

Extremely Critical: 0-25, or a General Appraisal rating of 3 or less.

Critical: 27-50, or a General Appraisal rating of 4.

Major: 51-65 or a General Appraisal rating of 5 or 6.

Moderate:	66-80 or a General Appraisal rating of 7.
Minimal:	81-100 or a General Appraisal rating of more than 7.
No Impact:	Bridge on a new roadway.

WASTEWATER TREATMENT PLANTS

Extremely Critical:	Improvements required by the Environmental Protection Agency (EPA) in the form of a consent decree, finding and orders or court order, and Health Department Construction Ban.
Critical:	Improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.
Major:	Operational Improvements to Existing Plants. Replace deficient appurtenances. Update existing processes due to EPA recommendations.
Moderate:	Increase capacity to meet current needs or update processes to improve effluent quality.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

WATER TREATMENT PLANT

Extremely Critical:	EPA orders in the form of a consent decree, findings and orders or court order.
Critical:	Improvements to meet Environmental Protection Agency (EPA) Safe Drinking Water Regulations and/or Notice of Violations.
Major:	Operational Improvements to Existing Plants. Replace deficient appurtenances. Update existing processes due to EPA recommendations.
Moderate:	Increase capacity to meet current needs or update processes to improve water quality.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

COMBINED SEWER SEPARATIONS (May be construction of either new storm or sanitary sewer as long as the result is two separate sewer systems.)

Extremely Critical:	EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
Critical:	Separate, due to chronic backup or flooding in basements.
Major:	Separate, due to documented water quality impairment, or due to EPA recommendations.
Moderate:	Separate, due to specific development proposal within or upstream of the combined system area.
Minimal:	Separate, to conform to current design standards.

No Impact: No positive health effect.

STORM SEWERS

Extremely Critical: Improvements ordered by the Environmental Protection Agency (EPA) in the form of a consent decree, findings and orders or court order.

Critical: Chronic flooding (structure damage) or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.

Major: Inadequate capacity (land damage).

Moderate: Inadequate capacity with no associated damage.

Minimal: New/Expansion to meet current needs.

No Impact: New/Expansion to meet future or project needs.

CULVERTS

Extremely Critical: Structurally deficient or functionally obsolete. Deterioration has already caused a critical safety hazard to the public.

Critical: Inadequate capacity with land damage and the existing or high probability of property damage.

Major: Inadequate capacity (land damage).

Moderate: Inadequate capacity with no associated damage.

Minimal: New/Expansion to meet current needs.

No Impact: New/Expansion to meet future or projected needs.

SANITARY SEWERS

Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.

Critical: Replace, due to chronic pipe failure, chronic backup or flooding in basements, sewer system overflows, and/or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements or Notice of Violations.

Major: Replace, due to inadequate capacity or infiltration, or due to EPA recommendations.

Moderate: Rehabilitate to increase capacity to meet current needs or to reduce inflow and infiltration.

Minimal: New/Expansion project to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

SANITARY LIFT STATIONS AND FORCE MAINS

Extremely Critical:	Structurally deficient. Deterioration has already caused a safety/health hazard to the public, or; EPA orders in the form of a consent decree, findings and orders or court order.
Critical:	Inadequate capacity with actual or a high probability of property damage; or improvements required by the Environmental Protection Agency (EPA) in the form of NPDES permit requirements.
Major:	EPA recommendations, or; reduces a probable health and/or safety problem.
Moderate:	Rehabilitate to increase capacity to meet current needs.
Minimal:	New/Expansion to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

WATER PUMP STATIONS

Extremely Critical:	Structurally deficient. Deterioration has already caused a safety hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.
Critical:	Inadequate capacity with the inability to maintain pressure required for fire flows.
Major:	Replace due to inadequate capacity or EPA recommendations.
Moderate:	Rehabilitate to increase capacity to meet current needs.
Minimal:	New/Expansion to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

WATER LINES/WATER TOWERS

Extremely Critical:	Replace to solve low potable water pressure or excessive incidents of main breaks in project area.
Critical:	Replacement/Rehabilitation due to structural deficiency such as excessive corrosion and/or safety upgrades, etc.
Major:	Replace undersized water mains as part of an overall upgrade process. Replace water meters that have exceeded their useful life.
Moderate:	Increase capacity to meet current needs. Spot repairs/recoating to restore moderate corrosion of water components.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

OTHER

Extremely Critical: There is a present health and/or safety threat.

Critical: The project will provide immediate health and/or safety benefit.

Major: The project will reduce a probable health and/or safety problem.

Moderate: The project will delay a health and/or safety problem.

Minimal: A possible future health and/or safety problem mitigation.

No Impact: No health and/or safety effect.

NOTE: *Combined projects that can be rated in more than one subset may be rated in the other category at the discretion of the District 5 Executive Committee. In general, the majority of the cost or scope of the project shall determine the category under which the project will be scored.*

(Submittals without supporting documentation will receive 0 Points for this question.)

Extremely Critical ____, Critical X, Major ____, Moderate ____, Minimal ____, No Impact ____. Explain your answer.

(Additional narrative, charts and/or pictures should be attached to questionnaire)

4. Identify the amount of local funds that will be used on the project as a percentage of the total project cost. **ORC Reference 164.06(B)(6); ORC 164.06(B)(7); ORC 164.06(B)(3); ORC 164.14(E)(4)**

A.) Amount of Local Funds = \$ 413,693

B.) Total Project Cost = \$ 588,693

RATIO OF LOCAL FUNDS DIVIDED by TOTAL PROJECT COSTS ($A \div B$) = 70 %

Note: Local funds should be considered funds derived from the applicant budget or loans funds to be paid back through local budget, assessments, rates or tax revenues collected by the applicant.

5. Identify the amount of other funding sources to be used on the project, excluding SCIP or LTIP Funds, as a percentage of the total project cost. **ORC Reference(s): 164.06(B)(7); 164.14(E)(4)**

Grants 0 % Gifts 0 %, Contributions 0 %

Other 0 % (explain) _____ , Total 0 %

Note: Grant funds and other revenues not contributed or collected through taxes by the applicant should be considered other funds. The Scope of Work for each Funding Source must be the same.

6. Total Amount of SCIP and Loan Funding Requested- An Applicant can request a grant per the categories below for points as indicated on the Priority Rating Sheet. If the Applicant is including a loan request equal to, but not exceeding 50% of the OPWC funding amounts listed below, there will be no

point penalty. If loan funds requested are more than 50%, points as listed in the Priority Rating Sheet will apply. **ORC Reference(s):164.14(E)(10);164.06(B)(5)**

☐	\$500,001 or More
☐	\$400,001-\$500,000
☐	\$325,001-\$400,000
☐	\$275,001-\$325,000
☐	\$175,001-\$275,000
☒	\$175,000 or Less

There are times when the District spends all of the grant money and has loan money remaining. When this happens, the district makes a loan offer in the amount of the requested grant to the communities that were not funded. The offers are made in the order of scoring. We need to know if you are not successful in obtaining grant dollars for your project if you would be interested in loan money:

YES ☐ NO ☒

(This will only be considered if you are not funded with grant money and there is remaining loan money.) **Please note: if you answer “no” you will not be contacted, only if you answer “yes” will an offer be made in the event that there is loan money remaining.**

7. If the proposed project is funded, will its completion directly result in the creation of permanent full-time equivalent (FTE) jobs (FTE jobs shall be defined as 36 hours/week) ? Yes ☐ No ☒. If yes, how many jobs within eighteen months? Will the completed project retain jobs that would otherwise be permanently lost? Yes ☐ No ☒. If yes, how many jobs **will be created/retrained** within 18 months **following the completion of the improvements?**

ORC Reference(s): 164.14(E)(3);164.14(E)(10)

(Supporting documentation in the form of letter from affected industrial or commercial enterprises that specify full time equivalent jobs that will be retained or created directly by the installation or improvement of Public infrastructure. Additional items such as; 1) newspaper articles or other media news accounts, 2) public meeting minutes, and/or 3) a letter from the County Economic Development Director or State of Ohio Economic Development Professional that alludes to the requirement for the infrastructure improvement to support the business. Submittals without supporting documentation will receive 0 points for this question.)

8. What is the total number of existing users that will directly benefit from the proposed project if completed? 13,050 (Use households served, traffic counts, etc. and explain the basis by which you arrived at your number.) **ORC Reference 164.14(E)(7); 164.06(B)(10)**

9. Economic Distress Criteria **ORC Reference 164.06(B)(8)**

What is the Local Median Household Income as a percentage of the District Median Household Income? 151.06 %. Please utilize the Economic Distress Scoring Criteria based on ACS 2013-2017 Data

provided in Exhibit A.

10. Readiness to Proceed Criteria **ORC Reference 164.06(B)(9); ORC 164.14(E)(5)**

Please categorize the status of planning and design elements for the project.

- _____ Plans have not begun yet (0 Points)
_____ X Preliminary Engineering Complete (1 Point)
_____ Final Design Complete (2 Points)

11. Base Score Total for Questions 1-10= _____

12. County Subcommittee Priority Points= _____

(25-20-15 Points for each of the SCIP and LTIP Project Categories)

13. DISCRETIONARY POINTS (BY DISTRICT COMMITTEE ONLY)

13a. A **District Discretionary Point** may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. (Include documentation to support the claim of significance)
(Maximum of 1 Point at the discretion of the District Executive Committee) _____

ORC Reference 164.14(E)(7)

13b. A **District Discretionary Point** may be awarded to projects that demonstrate that the entity has maximized local financial resources including assessments. Provide a Fund Status Report and/or the water and sanitary waste utility rate structures are at least 2.5% of area median household income for combined systems and 1.5% of the area median household income for water and sanitary only systems. Please provide rate ordinances for water and sanitary sewer to be considered for discretionary points. (Maximum of 1 Point at the discretion of the District 5 Executive Committee)_____ **ORC Reference 164.06(B)(3)**

14. **Grand Total of Points** _____

15. Is subdivision's population less than 5,000 Yes _____ No _____ If yes, continue. You may want to design your project per Small Government Project Evaluation Criteria, released for the current OPWC Round to assist in evaluating your project for potential Small Government Funding. The Small Government Criteria is available on the OPWC website at

<https://www.pwc.ohio.gov/Portals/0/Data/SmallGovernment%20Round%2036%20Methodology.pdf?ver=2019-08-07-071749-143>

16. **OHIO PUBLIC WORKS COMMISSION SMALL GOVERNMENT PROGRAM GUIDELINES**

All projects that are sponsored by a subdivision with a population of 5,000 or less, and not earning

enough points for District Funding from SCIP or LTIP Funds, are then rated using the Small Government Program Rating Criteria for the corresponding funding round. In order to be rated the entity must submit the Small Government Supplement and their required budgets with their application. **Only infrastructure that is village- or township- owned is eligible for assistance.** The following policies have been adopted by the Small Government Commission:

- District Integrating Committees may submit up to seven (7) applications for consideration by the Commission. All 7 must be ranked, however, only the top five (5) will be scored. The remaining two (2) will be held as contingency projects should an application be withdrawn.
- Grants are limited to \$500,000. Any assistance above that amount must be in the form of a loan.
- Grants for new or expanded infrastructure cannot exceed 50% of the project estimate.
- The Commission may deny funding for water and sewer systems that are deemed to be more cost-effective if regionalized.
- If a water or sewer project is determined to be affordable, the project will be offered a loan rather than a grant. Pay special attention to the **Water & Wastewater Affordability Supplemental and the Small Government Water & Wastewater Affordability Calculation Worksheet. Both are available on the Small Government Program Tab at <https://www.pwc.ohio.gov/Programs/Infrastructure-Programs/Small-Government>**
- Should there be more projects that meet the “annual score” than there is funding, the tie breaker is those projects which scored highest under Health & Safety, with the second tie breaker being Condition. If multiple projects have equivalent Health & Safety and Condition scores they are arranged according to the amount of assistance from low to high. Once the funded projects are announced, “contingency projects” may be funded from project under-runs by continuing down the approved project list.
- Supplemental assistance is not provided to projects previously funded by the Commission.
- Applicants have 30 days from receipt of application by OPWC without exception to provide additional documentation to make the application more competitive under the Small Government criteria. Applications will be scored after the 30-day period has expired. The applicants for each District's two (2) contingency projects will have the same 30-day period to submit supplemental information but these applications will not be scored unless necessary to do so. **It is each applicant's responsibility for determining the need for supplemental material. The applicant will not be asked for or notified of missing information unless the Commission has changed the project type and it affects the documentation required. Important information may include, but is not limited to: age of infrastructure, traffic counts or utility users, median income information, user rates ordinances, and the Auditor's Certificate of Estimated Revenues or documentation from the Auditor of State that subdivision is in a state of fiscal emergency.**

If you desire to have your Round 37 project considered for Small Government Funding please download the Small Government Evaluation Criteria applicable to Round 36 by accessing the OPWC Website at <https://www.pwc.ohio.gov/Portals/0/Data/SmallGovernment%20Round%2036%20Methodology.pdf?ver=2019-08-07-071749-143>. Please follow the Small Government Evaluation Criteria and include supporting documentation to receive points. Specifically, include the Auditor's

Certification of funds for your entity and documentation supporting the age of the infrastructure.

Please complete the Small Government Evaluation Criteria and attach all required supporting documentation and attach it to the District 5 Questionnaire for Round 37.

Date: _____
 Signature: _____
 Title: _____
 Address: _____
 Phone: _____
 FAX: _____
 Email: _____

Exhibit A- District 5 Economic Distress Factor

District 5 will use ACS 2015-2019 data below to score criteria #7 of the Scoring Methodology. Information is listed for each county, municipality and township . The Median Household Income (MHI) for each entity was divide by the District 5 Mean MHI to produce an Economic Distress Factor. District 5 then assigned points as follows: for each entity having an Economic Distress Factor of 80% or less a score of 2 is awarded; for entities with an Economic Distress Score of 80.1% to 100.0% 1 point was awarded; for entities in excess of 100.1% a score of 0 was awarded.

County	Jurisdiction	MHH Income	Population	Distress Ratio	
	District 5	\$60,000			
Paulding	Haviland village	\$33,750	215	0.5625	2 Pts.
Paulding	Grover Hill village	\$36,964	402	0.6161	
Wood	Bowling Green city	\$37,346	30,028	0.6224	
Erie	Sandusky city	\$38,380	25,793	0.6397	
Ottawa	Erie township	\$39,346	1,221	0.6558	
Wood	Fostoria city	\$39,688	13,441	0.6615	
Wood	Walbridge village	\$40,614	3,019	0.6769	
Sandusky	Fremont city	\$41,305	16,734	0.6884	
Williams	Madison township (Remainder of)	\$41,406	976	0.6901	
Paulding	Emerald township (Remainder of)	\$41,875	789	0.6979	
Sandusky	Elmore village	\$42,045	1,410	0.7008	
Ottawa	Elmore village	\$42,045	1,410	0.7008	
Ottawa	Port Clinton city	\$42,045	6,056	0.7008	
Paulding	Paulding village	\$42,461	3,605	0.7077	
Williams	Bryan city	\$42,670	8,545	0.7112	
Paulding	Antwerp village	\$42,759	1,736	0.7127	
Paulding	Broughton village	\$43,125	120	0.7188	
Ottawa	Oak Harbor village	\$43,922	2,759	0.7320	
Paulding	Oakwood village	\$44,000	608	0.7333	
Paulding	Payne village	\$44,052	1,194	0.7342	

Henry	McClure village	\$44,063	725	0.7344	
Defiance	Sherwood village	\$44,167	827	0.7361	
Wood	Bairdstown village	\$44,583	130	0.7431	
Defiance	Ney village	\$44,688	354	0.7448	
Wood	Jackson township (Remainder of)	\$44,737	489	0.7456	
Williams	West Unity village	\$45,000	1,671	0.7500	
Henry	Deshler Village	\$45,272	1,799	0.7545	
Wood	Weston village	\$46,071	1,590	0.7679	
Henry	Napoleon city	\$46,509	8,749	0.7752	
Fulton	Fayette village	\$46,571	1,283	0.7762	
Williams	Blakeslee village	\$46,875	96	0.7813	
Paulding	Scott village	\$48,750	286	0.8125	
Wood	Risingsun village	\$49,107	606	0.8185	
Defiance	Defiance city	\$49,628	16,494	0.8271	
Wood	Cygnnet village	\$49,911	597	0.8319	
Henry	Florida Village	\$50,000	232	0.8333	
Williams	Pioneer %image	\$50,000	1,380	0.8333	
Sandusky	Gibsonburg village	\$50,227	2,581	0.8371	
Henry	Liberty township (Remainder of)	\$50,498	1,317	0.8416	
Williams	Edgerton village	\$50,625	2,012	0.8438	
Fulton	Lyons village	\$50,833	562	0.8472	
Paulding	Melrose village	\$51,250	275	0.8542	
Williams	Northwest township	\$51,389	1,236	0.8565	
Henry	Hamler Village	\$51,726	576	0.8621	
Williams	St. Joseph township (Remainder of)	\$52,188	815	0.8698	
Erie	Margaretta township (Remainder of)	\$52,222	4,497	0.8704	
Wood	Milton township (Remainder of)	\$52,222	656	0.8704	
Williams	Edon village	\$52,368	834	0.8728	
Fulton	Metamora village	\$52,500	3,690	0.8750	
Sandusky	York township (Remainder of)	\$52,543	2,532	0.8757	
Ottawa	Portage township	\$52,813	1,291	0.8802	
Williams County	County-wide	\$53,183	36,816	0.8864	
Wood	Bradner village	\$53,375	985	0.8896	
Sandusky	Clyde city	\$53,489	6,325	0.8915	
Sandusky	Woodville township (Remainder of)	\$53,500	1,256	0.8917	
Ottawa	Danbury township (Remainder of)	\$53,640	4,264	0.8940	
Ottawa	Clay Center village	\$53,750	276	0.8958	
Ottawa	Salem township (Remainder of)	\$53,889	2,612	0.8982	
Henry	Holgate village	\$54,063	1,109	0.9011	
Henry	Malinta village	\$54,063	265	0.9011	
Wood	Hoytville village	\$54,107	303	0.9018	
Wood	Grand Rapids village	\$54,141	965	0.9024	
Erie County	County-wide	\$54,226	74,780	0.9038	
Erie	Bellevue city	\$54,464	8,202	0.9077	
Sandusky	Bellevue city	\$54,464	8,202	0.9077	

Williams	Montpelier village	\$54,489	4,072	0.9082	1 Pt.
Ottawa	Bay township	\$54,559	1,458	0.9093	
Wood	Milton Center village	\$54,583	144	0.9097	
Fulton	Wauseon city	\$54,774	7,332	0.9129	
Erie	Bay View village	\$54,844	632	0.9141	
Fulton	Clinton township (Remainder of)	\$54,945	2,222	0.9158	
Henry	New Bavaria village	\$55,000	99	0.9167	
Henry	Liberty Center village	\$55,313	1,180	0.9219	
Paulding County	County-wide	\$55,330	18,809	0.9222	
Wood	Troy township (Remainder of)	\$55,609	2,858	0.9268	
Defiance	Farmer township	\$55,703	963	0.9284	
Williams	Stryker village	\$55,875	1,335	0.9313	
Williams	Jefferson township (Remainder of)	\$55,882	1,879	0.9314	
Sandusky	Riley township	\$56,149	1,226	0.9358	
Paulding	Cecil village	\$56,250	188	0.9375	
Paulding	Latty village	\$56,250	193	0.9375	
Williams	Mill Creek township	\$56,250	802	0.9375	
Wood	North Baltimore village	\$56,250	3,432	0.9375	
Henry	Bartlow township (Remainder of)	\$56,556	568	0.9426	
Wood	Portage village	\$56,797	438	0.9466	
Sandusky	Green Springs village	\$56,926	1,368	0.9488	
Williams	Superior township	\$57,500	1,393	0.9583	
Sandusky	Green Creek township	\$58,135	3,646	0.9689	
Sandusky	Lindsey village	\$58,214	446	0.9702	
Wood	Liberty township (Remainder of)	\$58,314	1,633	0.9719	
Henry	Pleasant township (Remainder of)	\$58,333	871	0.9722	
Sandusky	Sandusky township	\$58,391	3,619	0.9732	
Wood	Wayne village	\$58,750	887	0.9792	
Sandusky County	County-wide	\$59,089	59,029	0.9848	
Ottawa County	County-wide	\$59,099	40,632	0.9850	
Williams	Springfield township (Remainder of)	\$59,143	1,812	0.9857	
Williams	Pulaski township	\$59,323	2,357	0.9887	
Erie	Huron city	\$59,375	7,149	0.9896	
Erie	Kelleys Island village	\$59,444	312	0.9907	
Fulton	Archbold village	\$59,639	4,346	0.9940	
Williams	Bridgewater township	\$59,682	1,474	0.9947	
Defiance	Highland township	\$59,688	2,372	0.9948	
Henry County	County-wide	\$59,695	27,208	0.9949	
Wood	Bloomdale village	\$59,732	678	0.9955	
Defiance	Delaware township (Remainder of)	\$59,902	1,307	0.9984	
Defiance	County-wide	\$59,931	38,160	0.9989	
Williams	Brady township (Remainder of)	\$60,000	931	1.0000	
Wood	Custar village	\$60,000	179	1.0000	
Paulding	Auglaize township	\$60,089	1,454	1.0015	
Wood	Tontogany village	\$60,250	367	1.0042	

Fulton	Chesterfield township	\$60,313	1,012	1.0052
Ottawa	Rocky Ridge village	\$60,417	417	1.0070
Paulding	Crane township (Remainder of)	\$60,811	1,232	1.0135
Fulton	Gorham township (Remainder of)	\$61,522	977	1.0254
Wood	Jerry City village	\$61,750	427	1.0292
Defiance	Mark township	\$61,795	908	1.0299
Defiance	Hicksville village	\$61,910	3,581	1.0318
Wood	Northwood city	\$62,171	5,265	1.0362
Wood County	County-wide	\$62,390	130,150	1.0398
Wood	Bloom township (Remainder of)	\$62,435	1,003	1.0406
Fulton County	County-wide	\$63,092	42,253	1.0515
Wood	Plain township	\$63,438	1,663	1.0573
Williams	Center township	\$63,684	2,874	1.0614
Henry	Damascus township (Remainder of)	\$63,697	1,076	1.0616
Erie	Vermilion city	\$63,715	10,594	1.0619
Fulton	Delta village	\$64,031	3,103	1.0672
Paulding	Brown township (Remainder of)	\$64,423	1,249	1.0737
Sandusky	Ballville township	\$64,428	5,985	1.0738
Erie	Vermilion township	\$64,449	4,945	1.0742
Fulton	Swanton village	\$64,552	3,690	1.0759
Erie	Perkins township	\$64,668	12,202	1.0778
Ottawa	Genoa village	\$64,688	2,336	1.0781
Wood	Grand Rapids twp (Remainder of)	\$65,568	642	1.0928
Wood	Montgomery township (Remainder of)	\$65,651	1,752	1.0942
Erie	Milan village	\$65,921	1,367	1.0987
Erie	Berlin Heights village	\$66,071	714	1.1012
Sandusky	Helena village	\$66,250	224	1.1042
Erie	Groton township	\$66,429	1,427	1.1072
Paulding	Jackson township (Remainder of)	\$66,614	853	1.1102
Paulding	Carryall township (Remainder of)	\$66,653	1,244	1.1109
Erie	Castalia village	\$66,985	852	1.1164
Fulton	Fulton township (Remainder of)	\$67,064	1,519	1.1177
Sandusky	Woodville village	\$67,083	2,135	1.1181
Fulton	Swan Creek twp (Remainder of)	\$67,310	6,013	1.1218
Sandusky	Washington township (Remainder of)	\$67,482	1,795	1.1247
Wood	Weston township (Remainder of)	\$67,500	746	1.1250
Wood	Rossford city	\$67,634	6,293	1.1272
Sandusky	Rice township	\$67,738	1,370	1.1290
Wood	Millbury village	\$68,125	1,200	1.1354
Henry	Monroe township (Remainder of)	\$68,265	877	1.1378
Sandusky	Scott township	\$68,375	1,437	1.1396
Ottawa	Carroll township	\$68,438	2,135	1.1406
Defiance	Richland township (Remainder of)	\$69,174	1,719	1.1529
Erie	Florence township	\$69,276	2,448	1.1546
Fulton	Pike township	\$69,444	1,854	1.1574

Henry	Harrison township (Remainder of)	\$69,557	1,025	1.1593	0 Pt.
Henry	Flatrock township (Remainder of)	\$69,691	962	1.1615	
Wood	Perrysburg township	\$69,757	12,512	1.1626	
Fulton	Dover township	\$70,000	1,578	1.1667	
Fulton	Royalton township (Remainder of)	\$70,385	953	1.1731	
Wood	Luckey village	\$70,417	1,012	1.1736	
Wood	Henry township (Remainder of)	\$70,500	743	1.1750	
Defiance	Defiance township (Remainder of)	\$70,804	1,792	1.1801	
Defiance	Hicksville township (Remainder of)	\$70,804	1,398	1.1801	
Ottawa	Put-in-Bay township (Remainder of)	\$71,053	495	1.1842	
Fulton	Franklin township	\$71,607	743	1.1935	
Erie	Huron township (Remainder of)	\$71,852	3,548	1.1975	
Wood	West Millgrove village	\$72,083	174	1.2014	
Sandusky	Townsend township	\$72,179	1,620	1.2030	
Henry	Ridgeville township	\$72,868	1,091	1.2145	
Ottawa	Harris township (Remainder of)	\$73,200	1,608	1.2200	
Wood	Pemberville village	\$73,438	1,371	1.2240	
Wood	Lake township (Remainder of)	\$73,500	6,753	1.2250	
Paulding	Blue Creek township (Remainder of)	\$73,942	447	1.2324	
Wood	Webster township	\$74,737	1,284	1.2456	
Williams	Holiday City village	\$75,417	52	1.2570	
Paulding	Harrison township (Remainder of)	\$75,547	640	1.2591	
Paulding	Paulding township (Remainder of)	\$76,327	1,046	1.2721	
Erie	Oxford township	\$76,352	1,201	1.2725	
Defiance	Washington Twp. (Remainder of)	\$76,361	1,263	1.2727	
Paulding	Washington township	\$76,406	719	1.2734	
Paulding	Latty township (Remainder of)	\$76,758	615	1.2793	
Wood	Perry township (Remainder of)	\$76,894	1,431	1.2816	
Sandusky	Jackson township (Remainder of)	\$77,254	1,303	1.2876	
Defiance	Noble township (Remainder of)	\$79,345	2,419	1.3224	
Ottawa	Clay township (Remainder of)	\$79,876	2,722	1.3313	
Wood	Freedom township (Remainder of)	\$79,886	1,356	1.3314	
Sandusky	Burgoon village	\$80,625	172	1.3438	
Fulton	German township (Remainder of)	\$80,839	2,097	1.3473	
Ottawa	Catawba Island township	\$80,982	3,599	1.3497	
Ottawa	Marblehead village	\$81,563	903	1.3594	
Ottawa	Put-in-Bay village	\$81,563	138	1.3594	
Erie	Berlin township (Remainder of)	\$82,563	3,009	1.3761	
Defiance	Milford township	\$82,757	1,081	1.3793	
Erie	Milan township (Remainder of)	\$82,968	2,602	1.3828	
Henry	Marion township (Remainder of)	\$84,167	721	1.4028	
Williams	Florence township (Remainder of)	\$84,467	1,096	1.4078	
Sandusky	Madison township (Remainder of)	\$84,544	1,273	1.4091	
Ottawa	Allen township (Remainder of)	\$84,762	3,504	1.4127	
Henry	Washington township (Remainder of)	\$85,249	1,794	1.4208	

Fulton	York township (Remainder of)	\$85,593	1,678	1.4266	
Defiance	Tiffin township	\$87,222	1,612	1.4537	
Wood	Haskins village	\$88,906	1,188	1.4818	
Ottawa	Benton township (Remainder of)	\$89,265	2,224	1.4878	
Defiance	Adams township	\$90,000	947	1.5000	
Wood	Perrysburg city	\$90,633	20,623	1.5106	
Henry	Freedom township	\$91,406	946	1.5234	
Fulton	Amboy township (Remainder of)	\$92,188	1,219	1.5365	
Wood	Washington township (Remainder of)	\$95,455	1,474	1.5909	
Paulding	Benton township (Remainder of)	\$95,676	671	1.5946	
Henry	Napoleon township (Remainder of)	\$99,303	1,551	1.6551	
Henry	Richfield township	\$100,750	682	1.6792	
Wood	Center township	\$102,692	1,206	1.7115	
Wood	Middleton township (Remainder of)	\$106,068	3,266	1.7678	
Wood	Portage township (Remainder of)	\$106,343	1,083	1.7724	

District 5

Capital Improvement Project

Priority Rating Sheet, Round 37

Revised 05/03/2022

COUNTY: Wood		PROJECT: Finkel Junction Rehabilitation		PROJECT NUMBER:	
EST. COST: \$588,693					

No.	A	CRITERIA TO BE CONSIDERED	B PRIORITY FACTORS						A x B		PRIORITY FACTORS						No.
	WEIGHT FACTOR		0	2	4	6	8	10			0	2	4	6	8	10	
1	1	(REPAIR OR REPLACE) vs. (NEW OR EXPANSION)							10		0% +	20% +	40% +	60% +	80% +	100% +	1
											Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement	Repair or Replacement	
2A	1	EXISTING PHYSICAL CONDITION Please refer to Criteria #2 of the Round 36 Scoring Methodology. Must submit substantiating documentation. (100% New or Expansion = 0 Points)							8		0	2	4	6	8	10	2A
											Excellent	Good	Fair	Fading	Poor	Failing	
2B	1	AGE							4		Type	0	1	2	3	4	5
											Road	0-4 Yrs	5-8 Yrs	9-12 Yrs	13-16 Yrs	17-20 Yrs	20+ Yrs
											Wastewater	0-6 Yrs	7-12 Yrs	13-18 Yrs	19-24 Yrs	25-30 Yrs	30+ Yrs
											Sanitary Sewer, Water Supply, Storm Water, Solid Waste	0-10 Yrs	11-20 Yrs	21-30 Yrs	31-40 Yrs	41-50 Yrs	50+ Yrs
3	2	PUBLIC HEALTH AND/OR SAFETY CONCERNS Submittals without supporting documentation will receive 0 points for this question.							16		0	2	4	6	8	10	3
											No Impact	Minimal	Moderate	Major	Critical	Extremely Critical	
4	2	LOCAL MATCHING FUNDS Percentage of Local Share (Local funds are funds derived from the applicant budget or a loan to be paid back through the applicant budget, assessments, rates or tax revenues) *							20		0	2	4	6	8	10	4
											0%	10%	20%	30%	40%	50%	
5	1	OTHER FUNDING (Excluding Issue II Funds) (Grants and other revenues not contributed or collected through taxes by the applicant; including Gifts, Contributions, etc. – must submit copy of award or status letter.)							0		0%	10%	20%	30%	40%	50%	5
6	2	OPWC GRANT AND LOAN FUNDS REQUESTED Please refer to Criteria #6 of the Round 36 Methodology for clarification.															6
		Grant or Loan Only	-9	-8	0	8	9	10			-9	-8	0	8	9	10	6
									20		Grant or Loan Only	\$500,001 or more	\$400,001 to \$500,000	\$325,001 to \$400,000	\$275,001 to \$325,000	\$175,001 to \$275,000	\$175,000 or less
		Grant/Loan Combination	-9	-8	0	8	9	10			Grant/Loan Combination	\$750,000 or more	\$600,001 to \$750,000	\$487,501 to \$600,000	\$412,501 to \$487,500	\$262,501 to \$412,500	\$262,500 or less
When scoring a project that is only grant or only loan, please use the chart labeled "Grant or Loan Only". When scoring a grant/loan combination, score the project for the grant in the first chart, then use the second chart labeled "Grant/Loan Combination" to score the total (grant and loan combined). Use the lower of the two as the score.																	
7	1	JOB CREATION/RETENTION Indicate full time equivalent jobs, include supporting documentation in the form of a commitment letter from business or third party entity.							0		0	2	4	6			7
											0-6 Jobs	7-14 Jobs	15-24 Jobs	25+ Jobs			
8	1	BENEFIT TO EXISTING USERS (households or traffic counts) Equivalent dwelling unit direct connections, Traffic Counts within three years with certified documentation, etc.							10		0	2	4	6	8	10	8
											0-99 Users	100 - 349 Users	350 - 499 Users	500 - 749 Users	750 - 1000 Users	1000+ Users	
9	1	ECONOMIC DISTRESS Local MHI as a percentage of the District Median MHI							0		0	1	2				9
											100%+	80%-100%	Less Than 80%				
10	1	READINESS TO PROCEED							1		0	1	2				10
											Plans Not Begun Yet	Preliminary Engineering Complete	Final Design Complete				
11		SUBTOTAL RANKING POINTS (MAX. = 115)							89		Other Info: Does this project have a significant impact on productive farmland? YES ☐ NO ☒ Attach impact statement if yes. Is the Applicant ready to proceed to bids after State Approval within 6 months? YES ☒ NO ☐						
12		COUNTY SUBCOMMITTEE PRIORITY POINTS (25-20-15)															
13A		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX.=1)									District Discretionary Point may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. Include documentation to support the claim of significance.						
13B		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX.=1)									District Discretionary Point may be awarded to projects that demonstrate that the entity has maximized financial resources including assessments and utility rate structure.						
14		GRAND TOTAL RANKING POINTS															

* Applicants must certify local and other share contributions. Specify, all funding sources to be utilized as local share at the time of application submittal.

Engineer's Estimate

Eckel Junction Road Rehabilitation

Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
Pavement Planing - 3 1/4"	SY	16,740.14	\$4.50	\$75,330.63
Asphalt Concrete Surface Course (1-1/2")	CY	697.51	\$190.00	\$132,526.10
Asphalt Concrete Intermediate Course (1-3/4")	CY	813.76	\$170.00	\$138,338.65
Tack Coat	Gal	920.71	\$3.00	\$2,762.12
Pavement Repair	SY	1,674.01	\$36.00	\$60,264.50
Curb & Gutter, Remove and Replace	LF	200.00	\$50.00	\$10,000.00
Yellow Edge Line	MI	0.06	\$450.00	\$27.27
Double Centerline	MI	0.18	\$700.00	\$127.14
Transverse Line	LF	93.30	\$2.00	\$186.60
Center-Dash	MI	0.86	\$700.00	\$601.23
Railroad Symbol	Ea	1.00	\$200.00	\$200.00
Lane Arrow - Left	Ea	20.00	\$50.00	\$1,000.00
Lane Arrow - Straight	Ea	3.00	\$50.00	\$150.00
Lane Arrow - Right	Ea	9.00	\$50.00	\$450.00
Crosswalk Line	LF	316.00	\$2.25	\$711.00
Remove and Replace ADA Ramp	Ea	6.00	\$3,000.00	\$18,000.00
Channelization Line	LF	1,185.00	\$1.00	\$1,185.00
Dashed Line	MI	0.16	\$450.00	\$70.74
Stop Bar	LF	40.00	\$8.00	\$320.00
Adjust Manhole to Grade	Ea	15.00	\$2,000.00	\$30,000.00
Adjust Water Valve to Grade	Ea	4.00	\$1,000.00	\$4,000.00
Adjust Monument Box to Grade	Ea	3.00	\$1,000.00	\$3,000.00
Reclamite Asphalt Surface Preservation	SY	16,740.14	\$1.25	\$20,925.17
Maintenance of Traffic	LS	1.00	\$20,000.00	\$20,000.00
Mobilization	LS	1.00	\$10,000.00	\$10,000.00
Temporary Soil and Erosion Control	LS	1.00	\$5,000.00	\$5,000.00

Estimated Cost = \$535,176.16

10% Contingency = \$53,517.62

Engineer's Estimate = \$588,693.78

The estimated useful life of the Eckel Junction Rehabilitation Project is 15 Years.

BRIAN A. THOMAS, PE, PS, CPESC, CFM **CITY ENGINEER**

127 W. Fifth Street | Perrysburg, OH 43551 | Office 419 872 7880 | www.ci.perrysburg.oh.us

FARMLAND PRESERVATION REVIEW LETTER

**FARMLAND PRESERVATION REVIEW
FOR THE OHIO PUBLIC WORKS COMMISSION**

Eckel Junction Road Rehabilitation
August 9, 2022

This review is to comply with Farmland Preservation Review Advisory of the Ohio Public Works Commission and the Governor's Executive Order 98-IIV. This review was accomplished by [insert name of subdivision / agency that conducted the review].

1. The immediate impact the project will have on productive agricultural and grazing land related to land acquisition.

NO IMPACT

2. Indirect impact that will result in the loss of productive agricultural and grazing land from development related to the project.

NO IMPACT

3. Mitigation measures that could be implemented when alternative sites or locations are not feasible.

N / A

Brian A. Thomas, PE, PS, CPESC
City Engineer

A weighted useful life statement stamped/sealed and signed by a licensed professional engineer must be included with the project application.

This spreadsheet has formulas to make a weighted useful life calculation and is populated with an example for illustrative purposes. Items can be added to column a.

Weighted Useful Life & Design Service Capacity Calculations

Major Component	Cost (\$1,000)	Portion Repair / Replacement (%)	Repair / Replace Product	Useful Life (Years)	Useful Life Product
Full-depth road construction w/ drainage				25	
Full-depth road construction w/o drainage				25	
Partial-depth road construction w/ drainage	588.693	100	58869.3	15	8830.395
Partial-depth road construction w/o drainage				15	
Resurfacing				15	
Storm Sewers				40	
Sanitary Sewers				40	
Water Lines				40	
Bridge				75	
Pumps, Lift Stations				15	
Sidewalks				25	
Bike Facility				7	

Totals	588.693		58869.3		8830.395
--------	---------	--	---------	--	----------

Weighted Useful Life: 15.0 Years

Design Service Capacity (Project Application, Section 2.0):

Portion Repair / Replace	100 %
Portion New / Expansion	%



List View All DIRs

Record

⏮

⏪

1

⏩

⏭

of 1

Goto Record

go

Location ID	EP-0303	MPO ID	
Type	LINK	HPMS ID	641600
On NHS		On HPMS	
LRS ID		LRS Loc Pt.	
SF Group	Urban Minor Arterial (4);Collector(5-6);Local(7)	Route Type	
AF Group		Route	
GF Group		Active	Yes
Class Dist Grp		Category	
Seas Clss Grp			
WIM Group			
QC Group	Default		
Funct'l Class	Major Collector	Milepost	
Located On	ECKEL JUNCTION RD		
Loc On Alias			
From Road	FLAGSHIP DR		
To Road	SR 25		
More Detail			

STATION DATA

Directions: 2-WAY EB WB ?

AADT ?						
Year	AADT	DHV-30	K %	D %	PA	BC
2022	13,050					
2017	12,400				11,327 (91%)	1,072 (9%)
2009	9,000				8,535 (95%)	464 (5%)
2004	9,436					
2001	11,482					

Travel Demand Model									
Model Year	Model AADT	AM PHV	AM PPV	MD PHV	MD PPV	PM PHV	PM PPV	NT PHV	NT PPV

VOLUME COUNT			VOLUME TREND ?	
Date	Int	Total	Year	Annual Growth
Tue 8/9/2022	15	14,900	2022	1%
Mon 8/8/2022	15	13,762	2017	4%
Wed 10/4/2017	15	12,995	2009	-1%
Tue 10/3/2017	15	13,306	2004	-6%
Wed 9/16/2009	60	10,119		
Tue 9/15/2009	60	9,454		

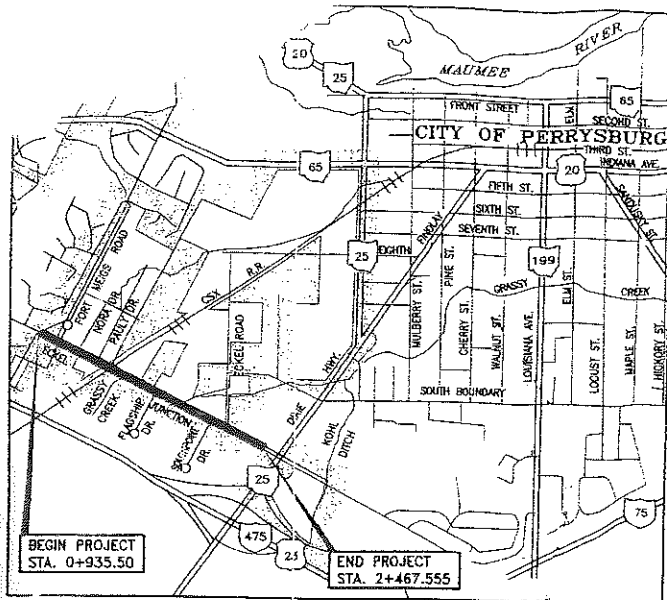
SPEED					
Date	Int	Pace	85th	Total	
Wed 10/4/2017	15	30 - 40	38	12,995	
Tue 10/3/2017	15	30 - 40	38	13,306	
Wed 9/16/2009	60	35 - 45	41	10,119	
Tue 9/15/2009	60	30 - 40	41	9,454	

WEIGH-IN-MOTION ?			
Date	Axles	Avg GVW	Total
No Data			

PER VEHICLE				
Date	Axles	85th	Total	
No Data				

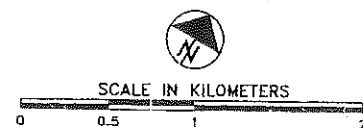
PARTIAL COUNT		
Date	Int	24-Hr Total

NOTES/FILES		
	Note	Date



LOCATION MAP

LATITUDE : N 41°32'10" LONGITUDE : W 83°38'45"



PORTION TO BE IMPROVED.
STATE & FEDERAL ROUTES.
OTHER ROADS.

DESIGN DESIGNATION

CURRENT A.D.T. (2002) 11,200
DESIGN YEAR A.D.T. (2022) 17,920
DESIGN HOURLY VOLUME (2022) 1,380
DIRECTIONAL DISTRIBUTION 53 %
TRUCKS (24 HOUR B & C) 11 %
DESIGN SPEED 60 KM/HR
LEGAL SPEED LIMIT 35 MPH
DESIGN FUNCTIONAL CLASSIFICATION URBAN COLLECTOR
DESIGN EXCEPTIONS NONE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
WOO-ECKEL JUNCTION RD.
CITY OF PERRYSBURG
PERRYSBURG TOWNSHIP,
WOOD COUNTY



PROJECT DESCRIPTION

IMPROVEMENT OF 1.53 km OF ECKEL JUNCTION ROAD WITH NEW PAVEMENT AND CURBS AND GUTTERS, NEW DRAINAGE FACILITIES, AND UPGRADING SIGNING, PAVEMENT MARKINGS, SIDEWALKS AND DRIVEWAYS.

LAYTH - 866-1617
JOHN HUNT 1-419-409-0161
DALE C - 874-1084

INDEX OF SHEETS

TITLE SHEET	1
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1997 SPECIFICATIONS

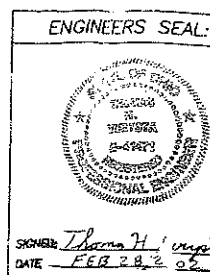
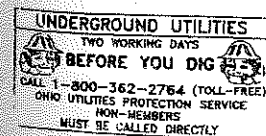
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY EXCEPT AS NOTED ON SHEET 11, AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

RECEIVED

JUN 21 2002

PROUDFOOT ASSOC.



STANDARD CONSTRUCTION DRAWINGS						SUPPLEMENTAL SPECIFICATIONS		SPECIAL PROVISIONS	
BP-3.1	7-28-00	LA-1.1	7-28-00	MT-35.10	4-20-01	806	9-9-97	OHIO EPA 401 PERMIT	
BP-4.1	7-28-00	LA-1.2	7-28-00	MT-97.10 M	4-25-94	808	4-13-99	ON 12-5-01	
BP-5.1	7-28-00			MT-97.11 M	1-30-95	814	6-2-98	COE 404 PERMIT ON	
BP-7.1	7-28-00			MT-99.10 M	1-30-95	830	10-21-98	1-25-02	
RM-1.1	4-29-99			MT-99.20 M	1-30-95	842	1-6-99		
RM-2.1 M	7-12-95			MT-101.60 M	4-25-94	851	6-6-00		
				MT-105.10 M	4-25-94	863	10-12-99		
CB-1.1	7-20-01			MT-105.11 M	4-25-94	870	3-27-01		
CB-1.2	7-20-01					877	4-13-99		
CB-2.1	7-20-01			TC-41.20	1-19-01	899	10-21-98		
CB-2.2	7-20-01			TC-41.50	1-19-01	905	4-1-98		
CB-2.3	7-20-01			TC-42.20	4-20-01	906	5-5-98		
				TC-52.10	4-20-01	907	10-21-98		
HW-1.1	7-20-01			TC-52.20	4-20-01	908	11-7-00		
MH-1.1	7-20-01			TC-71.10 M	9-1-93	932	10-2-96		
MH-1.2	7-20-01								
DM-1.1	7-20-01								
DM-1.2	7-20-01								
DM-4.3	7-20-01								
DM-4.4	7-20-01								

APPROVED *James M. Randon*
DATE 2-28-2002 CITY ADMINISTRATOR,
CITY OF PERRYSBURG

APPROVED *Dr. Martin*
DATE 4-02-02 DISTRICT DEPUTY DIRECTOR
OF TRANSPORTATION

APPROVED *James M. Randon*
DATE 4-16-02 DIRECTOR, DEPARTMENT
OF TRANSPORTATION