



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

October 4, 2022

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of September 20, 2022
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
9. Committee Reports
 - a. **Finance & Economic Development**
 - b. **Safety**
 - c. **Recreation**
 - d. **Planning & Zoning**

Ord 52-2022 (street rename)

ORDINANCE 52-2022

RENAMING STONECREEK WAY AS ORIGINALLY NAMED AS PART OF
THE SANCTUARY PLAT 4 TO NORTH WOODS ROAD

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
A Vote is requested***

- e. **Personnel**
- f. **Public Utilities**

Res 78-2022 (Building)

RESOLUTION 78-2022

AUTHORIZING AN AGREEMENT WITH BOWEN AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$44,850.00) FOR ENGINEERING AND DESIGN SERVICES FOR A NEW DEPARTMENT OF PUBLIC UTILITIES BUILDING; AND DECLARING AN EMERGENCY.

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

**Res 79-2022 (Arcadis Agreement)
RESOLUTION 79-2022**

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH ARCADIS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED DOLLARS (\$596,300.00) FOR PHASE 1 OF A PROJECT TO PREPARE THE INTEGRATED PLAN AND THE AMENDED LONG TERM CONTROL PLAN FOR THE CITY OF PERRYSBURG DEPARTMENT OF PUBLIC UTILITIES AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

g. Service

**Res 80-2022 (Bridge Inspections)
RESOLUTION 80-2022**

A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT TRANSPORTATION FOR THE RENEWAL OF THE BRIDGE INSPECTION PROGRAM; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

**Res 81-2022 (Street Lights)
RESOLUTION 81-2022**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TOLEDO EDISON IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-ONE THOUSAND NINETY-ONE DOLLARS (\$251,091.00) FOR THE INSTALLATION OF LED LIGHTPOSTS ALONG ROACHTON ROAD; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and***

Pass as an Emergency Measure

Res 82-2022 (Building)

RESOLUTION 82-2022

ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00) FOR THE FIRST PHASE OF THE NEW MUNICIPAL BUILDING PROJECT; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

10. Other Business

11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ordinance 52-2022

DATE: October 4, 2022



Subject Matter/Background

Ordinance 52-2022 authorizes a name change from StoneCreek Road to North Woods Road in The Sanctuary Plat 4. It has been determined that there are many other similarly named roads within the City and therefore, for practical purposes, as well as clarity, it has been requested that StoneCreek Road be renamed North Woods Road.

Financial Review

This Resolution will have no financial effect 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 waive the rules and suspend the three reading rule and authorize Ordinance 52-2022 is appropriate.

ORDINANCE 52-2022

**RENAMING STONECREEK WAY AS ORIGINALLY NAMED AS
PART OF THE SANCTUARY PLAT 4 TO NORTH WOODS ROAD**

WHEREAS, StoneCreek Way was originally constructed as part of Plat 4 of The Sanctuary; and,

WHEREAS, it has been determined that there are many similarly named roads in the City of Perrysburg; and,

WHEREAS, in order to reflect this a request has been made to change the name of the street to “North Woods Road,” in order to provide clarity.

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

SECTION 1. The name of Stone Creek Way as originally named as part of Summerfield Plat 4 is hereby changed and known hereafter as North Woods Road.

SECTION 2. 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.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

Ord 52-2022

President of Council

Mayor

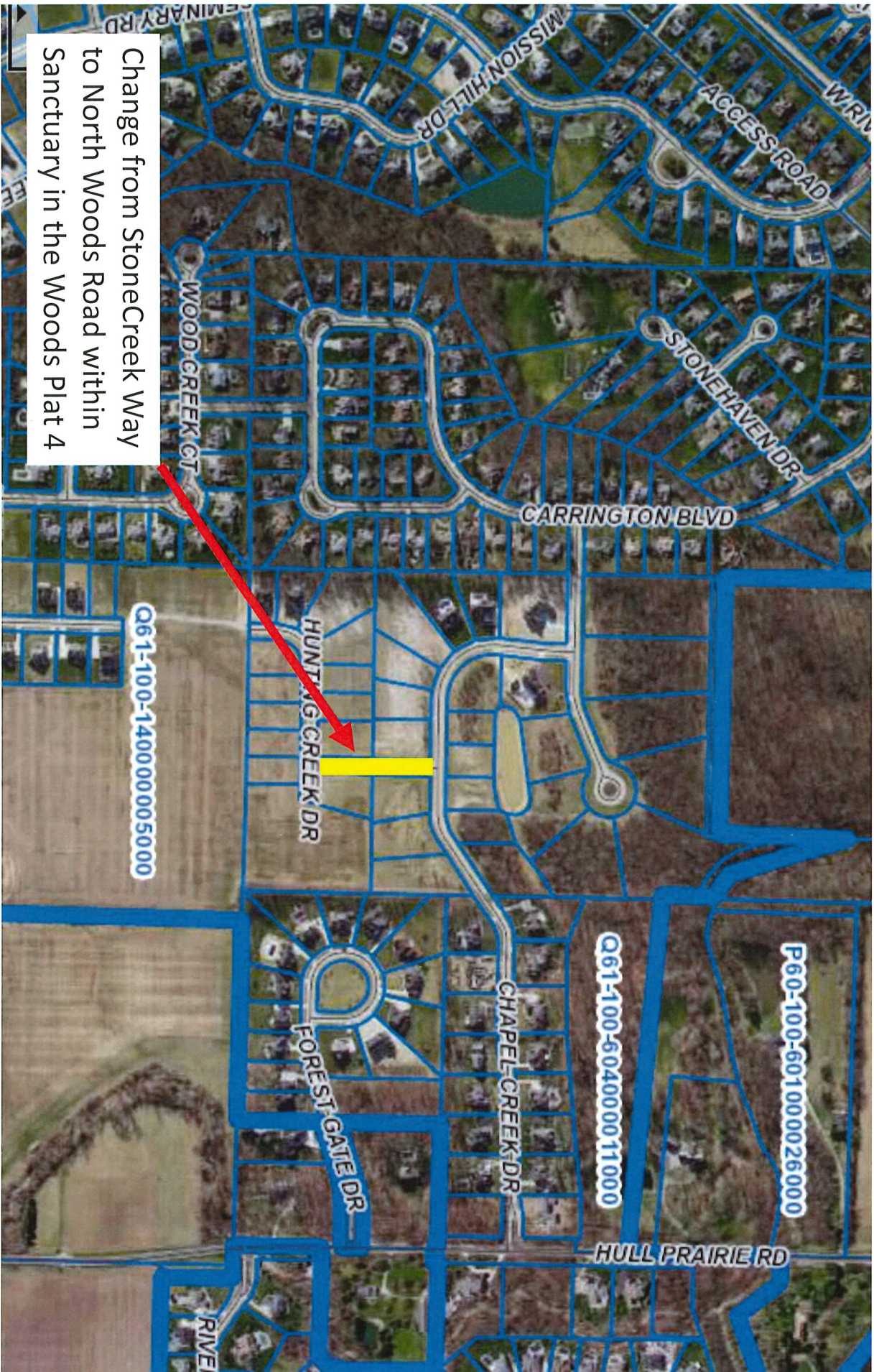
PASSED _____

ATTEST: _____

APPROVED: _____

Kathryn Sandretto
LAW DIRECTOR

Change from StoneCreek Way
to North Woods Road within
Sanctuary in the Woods Plat 4



TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 78-2022

DATE: October 4, 2022



Subject Matter/Background

A Resolution authorizing an agreement with Bowen and Associates for design services for the development of the new Public Utilities Building. The overall cost of these services including \$800 for reimbursables will be \$44,850.00.

Financial Review

This will be split between line items 401.1916.51274 and 402.1917.51274.

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 in order to ensure pricing. An emergency is requested to ensure timely pricing of services.

RESOLUTION 78-2022

AUTHORIZING AN AGREEMENT WITH BOWEN AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$44,850.00) FOR ENGINEERING AND DESIGN SERVICES FOR A NEW DEPARTMENT OF PUBLIC UTILITIES BUILDING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Perrysburg Department of Public Utilities is in need of new facilities in order the best serve the residents of Perrysburg, Ohio; 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, Bowen and Associates 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 Bowen and Associates, in an amount not to exceed Forty-Four Thousand Eight Hundred Fifty Dollars (\$44,850.00) for an agreement for architectural services for the new Department of Public Utilities' Building.

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 ensure pricing of services, 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



PROPOSAL FOR ARCHITECTURAL ENGINEERING
AND ENGINEERING SERVICES
UTILITY DEPARTMENT
CONCEPTUAL DESIGN
PERRYSBURG, OH
RLB #13597.00
RLB CONTACT: KEN EMLING, AIA, NCARB

MR. BRIAN THOMAS, PE, PS, CPESC, CFM
CITY ENGINEER
CITY OF PERRYSBURG
127 WEST FIFTH STREET
PERRYSBURG, OH 43551

August 23, 2022

Mr. Thomas:

The firm of Richard L. Bowen + Associates Inc. (the "Architect") is pleased to submit this Proposal for your consideration on the above-captioned project (the "Project").

PROJECT SUMMARY

The City of Perrysburg, OH is planning to modernize its Utility Department facilities by means of renovation, new construction, or both. The City has hired the Architect to perform a Programming & Conceptual Design Study to determine the best approach for the project. This proposal outlines the proposed scope of services and proposed fee.

PROPOSED SCOPE OF SERVICES

Programming:

- Hold a Kick-Off meeting with the Owner to better understand the goals and objectives for the project, and to establish a project budget and timeline.
- Hold interviews with the appropriate stakeholders to gain an understanding of what the future needs are for their individual areas.
- Visit the existing facilities to gain an understanding the existing facilities and their conditions, and also to see firsthand how the spaces are used on a daily basis, and what could be improved upon.
- Issue a draft Program of Requirements (POR) to the Owner for review.
- Hold a meeting with the Owner to discuss the draft POR and update the document based upon the feedback provided by the Owner.
- Issue a final POR to the Owner.
- Receive approval from the Owner on the POR.

Conceptual Planning:

- Based upon the approved POR, develop up to five (5) conceptual options to indicate various ways in which this project could be configured. Identify rough order-of-magnitude costs for each.
- Submit these concepts to the Owner for review.
- Hold a meeting with the Owner to discuss the design concepts. The outcome of this meeting should result in the selection of up to two (2) of the original options to develop further.
- Develop these two options to a higher level, with site plans and block diagram floor plans for review.
- Hold a meeting with the Owner to review these final two concepts. Determine which concept to finalize and develop the final report for.
- Finalize a draft Conceptual Report to the Owner for review. This will include a site plan, floor plan, rendering, and a cost estimate.
- Hold a meeting to review this draft Report with the Owner. Make any final adjustments as requested.

- Submit the final Concept Report to the Owner.
- Present the final Conceptual Report as needed (City Council, others)

Proposed Fee Structure:

The Owner's payments to the Architect for professional services shall be made on a monthly, lump-sum basis, based upon the percentage of work completed at the end of each month. Payment for any Additional Services and Reimbursable Expenses shall also be made monthly as such amounts accrue. Additional Services shall be compensated to the Architect per hourly rate schedule included with the main contract.

The Owner shall pay the Architect upon receipt of each invoice, but no later than 30 days after receipt.

Amounts unpaid 30 days after the invoice date shall bear interest at 1.5% per month.

The Architect shall be compensated for Basic Services broken down as follows:

Programming:.....	\$7,600.00
Conceptual Planning:	\$36,450.00
<u>Bowen Reimbursable Expenses:</u>	<u>\$800.00</u>

Proposed Total Fee:..... \$44,850.00

Reimbursable Expenses

Normal reimbursable expenses, such as document reproduction, printing, color copying, photography, travel, driving mileage, parking fees, meals, etc. will be billed at 1.1 times the direct cost. These costs and are included in the proposed fee structure shown above.

Exclusions/Clarifications

The following items are not currently included within the scope of work, but could be for an additional cost:

- Services for programming, planning, surveying, testing, abatement or monitoring the removal of any hazardous materials from the site are not included in Basic Services. As used in this document, the term hazardous materials shall mean any substance, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- Revisions to the Architect's work included in Basic Services described herein due to changes in the Owner's criteria given to the Architect or changes in the Scope of the Project as of the date of this Proposal are an additional service.
- Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work are an additional service.
- Providing any schematic design, design development or construction documents. Those phases will all occur at a later date under a separate agreement.
- Providing any site surveys or geotechnical reports.
- Providing any other services not otherwise included in this Proposal or not customarily furnished in accordance with generally accepted architectural and engineering practices is an additional service.

Contract

This scope and fee proposal will be an exhibit to the attached AIA contract.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 79-2022

DATE: October 4, 2022



Subject Matter/Background

A Resolution authorizing an agreement with Arcadis for the completion of the Integrated Plan and the Amended Long Term Control Plan for the Department of Public Utilities. The City released a Request for Qualifications for this project. Upon receipt of submissions from four firms, Arcadis was selected based on a ranking of qualifications. This is Phase one of this project for which Arcadis will complete a comprehensive analysis of the sanitary sewer and storm water systems to identify system deficiencies, project future demands, perform distribution system modeling and recommend system improvements. The complete proposal for Phase 1 is attached to the legislation as an exhibit.

Financial Review

This will come from line item 402.1917.51274.

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 in order to ensure pricing. An emergency is requested to allow Arcadis to begin work immediately on Phase 1 of this project.

RESOLUTION 79-2022

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH ARCADIS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED DOLLARS (\$596,300.00) FOR PHASE 1 OF A PROJECT TO PREPARE THE INTEGRATED PLAN AND THE AMENDED LONG TERM CONTROL PLAN FOR THE CITY OF PERRYSBURG DEPARTMENT OF PUBLIC UTILITIES AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg Department of Public Utilities is in need of an Integrated Plan and an Amended Long Term Control Plan; and,

WHEREAS, the City released a Request for Proposal to solicit qualified firms to prepare the these plans; and,

WHEREAS, following an internal review of all proposals, the proposal from Arcadis was found to be the most qualified and best firm to complete the project; and,

WHEREAS, this project will require several phases, the first phase of which an eight step comprehensive analysis of the City's sanitary sewer and storm water systems as described in exhibit A.

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 accept the proposal and enter into an agreement with Arcadis in an amount not to exceed Five Hundred Ninety-Six Thousand Three Hundred Dollars (\$596,300.00) to complete Phase 1 the Integrated Plan and the Amended Long Term Control Plan as set forth in the Proposal attached hereto and incorporated herein as Exhibit A.

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 allow Arcadis to commence services immediately and allow for the necessary time to complete phase 1 of this project, 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

Mr. Matthew P. Choma, PE
Director of Public Utilities
City of Perrysburg
211 E. Boundary Street
Perrysburg, Ohio 43551

Arcadis U.S., Inc.
One SeaGate
Suite 700
Toledo
Ohio 43604
Phone: 419 473 1121
www.arcadis.com

Date: September 26, 2022
Our Ref: 30140090
Subject: 2022 LTCP Amendment
Engineering Services for Phase I

Dear Mr. Choma,

We are pleased to submit this scope of work to perform the initial phase of the Long Term Control Plan Amendment to support the City's ongoing LTCP implementation and the City's upcoming NPDES permit requirements. The City has already completed a comprehensive program to reduce public sources of wet weather from the collection system but remaining unknown connections to the municipal system and the remaining private property sources continue to contribute to the CSO activity during wet weather events. The scope of work will ultimately develop a LTCP amendment with recommended improvement project(s). This scope is based on the discussions between the City and Arcadis and the information provided to date.

Scope of Services

For Arcadis to develop the LTCP Amendment, we propose the following Phase I tasks.

- Task 1 – Project Management
 - o Provide project management to quality controls are met and the project remains on schedule.
 - o Develop monthly invoices and provide monthly status updates to the City.
 - o Meet with the City on the progress and direction of the work, up to five (5) times.
 - o City attorney communications / engagement
- Task 2 – Project Launch
 - o Prepare for and attend the Ohio EPA inspection at the WWTP and any collection system sites.
- Task 3 – Existing Information Review
 - o Develop a "Request for Information" to support the modeling effort and LTCP evaluation
 - o Review available documents, reports, etc. provided by the City related to the collection system to establish a baseline understanding, including, but not limited to:
 - The City's existing sanitary sewer collection system model
 - The City's existing wastewater treatment plant drawings
 - AECOM post-LTCP monitoring
 - Hazen-Sawyer Grassy Creek Storm Water Management
 - AECOM Maple Street Emergency Response SSO Management / Mitigation / Elimination
 - o Review the existing collection system model, including output and available documentation.

- o Identify and review existing Maumee River water quality data and reports.
- Task 4 - Ohio EPA Workplan and Agency Interaction
 - o Prior to submitting a draft workplan, one workshop shall be scheduled with Perrysburg, legal counsel, Arcadis and the OEPA.
 - o This scope assumes three meetings with Ohio EPA, approximately quarterly beginning approximately 2 months after NTP.
 - o The OEPA Workplan shall be developed to mirror the steps outlined in the USEPA Combined Sewer Overflows Guidance for Long-Term Control Plan (EPA 832-B-95-002)
 - o Using the existing information in Task 3 and discussions with the City, Arcadis shall develop a draft workplan defining the anticipated tasks to complete a final LTCP Amendment document including a proposed schedule for major tasks to complete including: Public Participation, System Characterization, Development and Evaluation of Alternatives, and Selection and Implementation Plan of the LTCP, recognizing the tasks included beyond this Phase 1 scope of work.
- Task 5 – Flow and Rainfall Monitoring
 - o Arcadis will coordinate the subcontracting, siting, management and quality review for the flow and rainfall monitoring effort. This will include 15-20 temporary flow monitors and 3 rain gauges for a four-month period, which will be strategically placed to capture the true performance of the collection system. Past flow monitoring locations will be evaluated with the City's input. Arcadis proposes subcontracting the monitoring installation, maintenance and removal to ADS Environmental. The data will be reviewed, post-processed and documented in a technical memorandum.
 - o The City currently has four permanent flow monitors on their CSO outfalls and one rain gauge at the WWTP. The City will ensure this data is available in 5-minute increments during the flow monitoring effort and provide access. Arcadis will review the data and incorporate it into the overall effort.
 - o Arcadis will also manage the Flow and Rainfall Monitoring effort to support the hydraulic model update and the LTCP Amendment. Arcadis will review the data on a weekly basis to ensure the monitors are performing as expected. The rainfall will be processed to characterize each event. If sufficient rainfall events do not occur, the flow monitoring will be extended for one additional month.
- Task 6 – Sanitary Sewer Collection System Model Update and Calibration
 - o The existing model will be reviewed, and model extension and/or model refinements will be proposed to the City. Collection system improvements since 2017 will also be incorporated into the model. The City's available GIS, as-built drawings, AutoCad maps and supporting files will be used to confirm the hydraulic model is representative of the system.
 - o The hydrologic model data (subcatchment delineations, land use assumptions) will be refined to utilize Arcadis' "Model at the Source" approach to improve the detailed surface runoff and rainfall derived inflow and infiltration representation in the model.
 - o The dry weather parameter inputs to the model including per capita sanitary flows, diurnal variations, and distribution based on population and land use using the Task 5 flow monitoring data will be reviewed and revised. If necessary, the dry weather parameter inputs will be modified to improve the dry weather flow calibration and the foundation of the system response.
 - o The model will be calibrated to both dry weather flow and wet weather flow conditions to meet current industry standards. Initially the model will be calibrated to three wet weather events

- followed by an evaluation of the goodness of calibration using the full rainfall and flow data from the Task 5 effort.
- o The model refinement and calibration effort will be documented in a technical memorandum.
 - Task 7 – Wastewater Treatment Plant Peak Flow Limitations
 - o Review previous studies and meet with City staff, up to three (3) times, to identify known hydraulic and treatment capacity limitations. Document existing conditions.
 - Task 8 – Workshop with City
 - o Utilizing the collection system model, perform an initial assessment of the “Typical Year” which has been previously approved by the Ohio EPA plus two design storm events to preliminarily identify deficiencies in the collection system and/or the wastewater treatment plant.
 - o Participate in a workshop with City representatives to review identified deficiencies, pre-screen alternative solutions, and develop a focus for further alternative(s) evaluation in Phase II.
 - o Facilitate a discussion of the planning options (LTCP, Integrated Plan, Master Plan) to assess the City's desired end goals. Understanding the City's planned approach will allow Arcadis to develop the subsequent scope specifics and level of effort.

Fee and Schedule Estimate

We propose to provide engineering services during this phase of this project for an estimated fee of \$596,300. Our services will be performed on a time and material, cost-reimbursement multiplier fee basis plus other direct costs or reimbursable expenses in accordance with our Master Services Agreement. Our services will be invoiced at an hourly rate on a regular basis. Following receipt of City authorization, we are anticipating this phase will be completed within approximately 13 months. Our fee and schedule depends on the model extents and the number of flow monitors and subcontractor costs, the extent of outside influences (NWW&SD), and the extent of regulatory and/or attorney engagement Arcadis proposes to perform the work described above on the following timetable, assuming a formal authorization by October 15, 2022. An estimated breakdown of the schedule is as follows:

Task / Deliverable	Completion Date
Task 1 – Project Management	November 15, 2023
Task 2 – Project Launch	September 20, 2022
Task 3 – Existing Information Review	December 15, 2022
Task 4 – Ohio EPA Workplan	February 15, 2023
Task 5 – Flow and Rainfall Monitoring	July 31, 2023
Task 6 – Sanitary Collection System Model Update and Calibration	October 31, 2023
Task 7 – Wastewater Treatment Plant Peak Flow Limitations	October 31, 2023
Task 8 – Workshop with City	November 15, 2023

Mr. Matthew P. Choma, PE
September 26, 2022

We look forward to continuing to support the City's efforts to meet the Ohio EPA's requirements. Please contact Scott Lumbrezer at 419-213-1634 with any questions.

Sincerely,
Arcadis U.S., Inc.



Scott L. Lumbrezer, PE
Client Program Manager

Email: scott.lumbrezer@arcadis.com
Direct Line: 419.213.1634

CC. Mr. Thomas P. Armstrong, Jr, PE, Arcadis

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 80-2022

DATE: October 4, 2022



Subject Matter/Background

A Resolution authorizing the City of Perrysburg to enter into a bridge inspection program provided by the Ohio Department of Transportation. The City has participated in this program in the past, this is simply an extension of the program for the next year.

Financial Review

This program will have no immediate financial impact on the City.

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 to maintain timely inspections.

RESOLUTION 80-2022

A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT TRANSPORTATION FOR THE RENEWAL OF THE BRIDGE INSPECTION PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, The Department of Public Service has determined the need for a Bridge Inspection Program; and

WHEREAS, This program will include, but is not limited to: routine inspections, element level inspections, critical findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

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

SECTION 1. The Department of Public Service is hereby authorized to give consent to the Director of Transportation to complete the above described project.

SECTION 2. The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION 3. The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION 4. The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE). ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

SECTION 5. 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 6. 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 ensure the continued timely inspection of bridges, 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

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 81-2022

DATE: October 4, 2022



Subject Matter/Background

A Resolution enabling the City of Perrysburg to enter into an agreement with Toledo Edison for the replacement of Street Lights throughout the City to LED street lights. LED lights provide superior lighting to help ensure the safety of those traveling in the City, but are also more energy efficient.

Financial Review

This purchase will come out of the ARPA funds awarded to the City of Perrysburg and approved in Resolution 25-2022 account #516-1747-51201.

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 in order to ensure pricing.

RESOLUTION 81-2022

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TOLEDO EDISON IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-ONE THOUSAND NINETY-ONE DOLLARS (\$251,091.00) FOR THE INSTALLATION OF LED LIGHTPOSTS ALONG ROACHTON ROAD; AND DECLARING AN EMERGENCY

WHEREAS, Toledo Edison has completed a streetlight field audit to verify the quantity and location of all lights to be converted over to LED. There are 1,213 to be switched over to LED at the conversion charge of \$207 per light; and,

WHEREAS, Toledo Edison estimates approximately 2 months to complete the project; and,

WHEREA, in Resolution 25-2022 City Council approved the use of ARPA funds for this project.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Toledo Edison in an amount not to exceed Two Hundred Fifty-One Thousand Ninety-One Dollars (\$251,091.00) as outlined in the quotes attached hereto and incorporated herein as Exhibit A.

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 ensure timely installation of all lights, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

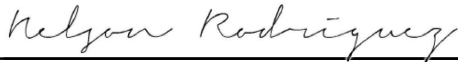
Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Kathryn Sandretto
LAW DIRECTOR

CUSTOMER INFORMATION (Please Print)			
CUSTOMER NAME CITY OF PERRYSBURG		ACCOUNT NO.	
SERVICE ADDRESS VARIOUS		SUITE NO.	PHONE NO. (248) 202-6082
CITY PERRYSBURG	SUITE NO.	ALT PHONE NO.	
MAILING ADDRESS 201 W INDIANA AVE			
CITY PERRYSBURG	STATE OH	ZIP CODE 43551	
I request to have The Toledo Edison Company perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by The Toledo Edison Company. I understand that quoted prices remain in effect for only 90 days. THIS IS NOT AN INVOICE. An invoice will be sent in a separate mailing after you sign and return this agreement. Your signature also verifies that you have reviewed all exhibits and documents sent from Toledo Edison.			
CUSTOMER NAME (Or DBA / Inc.)		CUSTOMER SIGNATURE	
IF COMMERCIAL OR INDUSTRIAL CUSTOMER - SIGNER'S TITLE IN THE COMPANY			DATE
FOR THE TOLEDO EDISON COMPANY USE ONLY			
CREWS WORK REQUEST NO.	WORK DESCRIPTION		PRICE
	LED LIGHT CONVERSION - 1,213 LIGHTS X \$207		\$ 251,091.00
TOTAL PRICE			\$ 251,091.00
REMARKS			
TOLEDO EDISON COMPANY REPRESENTATIVE		TOLEDO EDISON COMPANY REPRESENTATIVE (Signature)	
NELSON RODRIGUEZ			
Please return one <u>signed</u> copy to: TOLEDO EDISON COMPANY ATTN: NELSON RODRIGUEZ 6099 ANGOLA RD, MAILSTOP A-HLOC-2330 TOLEDO, OHIO 43528			

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 82-2022

DATE: October 4, 2022



Subject Matter/Background

A Resolution authorizing an agreement with The Collaborative, Inc. for architectural services for the development of the new Municipal and Police Building. The overall cost of this first phase of planning will be \$155,000. This includes \$145,000 for the plan itself, and an additional \$10,000 in reimbursibles.

Financial Review

This phase of the planning is in the 2022 budget line item 403.1919.51058.

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 in order to ensure pricing.

RESOLUTION 82-2022

ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00) FOR THE FIRST PHASE OF THE NEW MUNICIPAL BUILDING PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is planning on building a new Municipal Building and Expanding the current Police facility; and,

WHEREAS, the City released a Request for Proposal to solicit qualified firms for Architectural and Engineering work; and,

WHEREAS, following an internal review of all proposals, the proposal from The Collaborative Inc. was found to be the most qualified and best firm to complete the Plans for the new municipal building; 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 accept the proposal and enter into an agreement with The Collaborative Inc. in an amount not to exceed One Hundred Fifty-Five Thousand Dollars (\$155,000.00) for phase 1 of the new Municipal Complex as set forth in the Proposal attached hereto and incorporated herein as Exhibit A. This cost includes \$145,000 for the first phase of the project, as well as \$10,000 in reimbursables.

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, in order to ensure pricing of services, 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

One SeaGate, Park Level 118
Toledo, OH 43604
419.242.7405

206 South Main Street, Suite 231
Ann Arbor, MI 48104
734.922.8002

September 6, 2022

Mr. Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551
Sent Via E-Mail: bthomas@ci.perrysburg.oh.us

RE / City of Perrysburg: New Administrative Building Design Services

Dear Brian,

We are truly thrilled to be selected to provide Architectural Services for the planning and execution of your Municipal Building Project! We appreciate the relationship we have with the City of Perrysburg over the years and look forward to rolling-up-our-sleeves and collaborating again on this important project. This proposal will describe our understanding of the project, our recommended process and our approach to fees for services.

UNDERSTANDING OF THE PROJECT

The City of Perrysburg's current Municipal Building is home to the Mayor and the City's Administrative Staff, including Zoning, Tax, Law, etc. It also provides a venue for City Council meetings and the City would also like to bring its Engineer's Office and IT staff within the new building. The existing building is small, is laden with accessibility & security problems and it's layout is less-than-ideal. The City would like to replace it with a new, larger modern building on the same site.

Additionally, the City's Police Building is not accommodating the needs of the department (the department has outgrown the facility). There is space on the ground floor which was designed as a holding facility which has never been used and there is a 2nd floor space roughed-in which may be suitable for build-out. This study will consider options for improvements to this building.

The City owns several adjacent parcels. Parking is sometimes overcrowded and the City needs better solutions for it's fleet of vehicles. This study will consider land-use for the overall site.

At this point a budget for the project has not been established (that will be explored in the Conceptual Design Phase). The City does not have a hard deadline for occupancy but would like the planning & design to proceed in an orderly way beginning immediately. At this point we assume the Construction Delivery Approach will be CM at Risk. We assume the CM will be brought on-board before the end of the Conceptual Design Phase.



SCOPE OF SERVICES:

Basic Services (as defined by the American Institute of Architects) include:

- Architecture (by The Collaborative)
- Structural Engineering (by Kleinfelder (Poggemeyer Design Group))
- Mechanical, Electrical & Plumbing Engineering (by MDA Engineering)

Additional Services may include:

- Programming (by The Collaborative)
- Civil Engineering (by Kleinfelder (Poggemeyer Design Group))
- Landscape Architecture (by The Collaborative)
- AV, Security, Data, Wayfinding

PROCESS: PART 1, PROGRAMMING AND CONCEPTUAL DESIGN

Programming & Conceptual Design Phase

We envision the Programming & Conceptual Design process to involve approximately 10 meetings and to take approximately 3 to 4 months.

Meeting 1 – With Steering Committee (some of these items were addressed in the scope-review meeting on Sept 1 2022.)

The following agenda items will be addressed at the kick-off meeting:

- Introduce team / establish roles & responsibilities and lines of communication
- Establish project goals and programmatic objectives
- Discuss process/ review timeline expectations
- Develop overall Programmatic framework
- Review parameters within which the project needs to remain (size, budget, etc)
- We will present existing site & building observations and discuss opportunities
- We will present urban context/ land use observations and discuss opportunities

Shortly after 1st meeting, tour facilities, create measured drawings, prepare BIM model of existing conditions on site and at Police Building..

Meeting 2 – (Programming meetings with users- will likely involve around 6 meetings of 30 to 45 minutes with individual department leaders from Administration & Police Departments.

The following agenda items will be addressed at each user meeting:

- Create a list of programmatic requirements, including an enumeration of space sizes and needs
- Discuss critical adjacencies and flow
- Discuss security requirements for various areas within the building
- Discuss technological requirements
- Discuss desired space attributes- (level of finish, natural light, etc)

The Design Team will produce a List of Programmatic Requirements in spreadsheet form and will deliver this document to the users for review with oversight by the Steering Committee. The Program of Requirements will be used to make an early cost projection for review.

Meeting 3 to 6 (with Steering Committee): Plan Development & refinements

- The design team will present progressively-refined plans and design imagery with input from the Steering Committee.
- Our supporting consultants will participate in evaluation and development of narratives, including:
 - Structural- Foundation & Framing
 - Civil Engineering- Impacts to utilities & stormwater management
 - MEP Systems
 - Security & Technology

Our consultants will interface with the steering committee for 1 or 2 meetings across the design process.

Meeting 7 (Public input meeting): Our team will facilitate a public meeting in which the preliminary design materials would be presented for comment. Our team would take feedback and summarize for the Steering Committee. Online presentation of materials and public surveys could also be part of the process.

Meeting 8-9 (with Steering Committee): A draft of final deliverables (listed below) will be refined and presented for final input- Conceptual Design Set will include:

- Program of Requirements
- A site plan showing:
 - Existing parcels and major issues that need to be addressed (i.e. alley vacations, setbacks, etc)
 - Building footprint(s)
 - Drives, parking lots and sidewalks
 - Basic locations & character of landscaping
- Floor Plans with general overall dimensions of Admin Building
- Floor Plans with general overall dimensions of Police Building
- Floor Plans with general overall dimensions of Fleet Vehicles Building
- Plans showing and modifications at sallyport at Courthouse

- Basic building elevations (N,S,E&W)- showing heights, exterior materials & distribution (to assist in estimating)
- 3d perspective views- 3 exterior, 2 interior for communication of design intent
- Narrative describing site utilities and stormwater detention requirements
- Narrative describing Mechanical, Electrical, Plumbing & Fire Protection requirements
- Narrative describing structural systems- foundation & frame
- Support the Owner's Construction Manager in the preparation of a Conceptual Design estimate.
- Schedule & Phasing Plan (collaborate with Owner's Construction Manager)

Meeting 10 (Presentation to City Council):

- Present Conceptual Design Package and answer questions

Assuming City Council approves the project to move forward, our team will proceed to the next phase of design.

PROCESS: PART 2, FULL-SCOPE A/E SERVICES

Completion of Schematic Design Phase (Concept Phase described-above represents appx 50% SD)

- Based upon the approved Conceptual Design documents and the approved Conceptual Cost Estimate, we will provide Schematic Design documents. These documents will include:
 - Site Plan(s)
 - Building Plans
 - Building Sections
 - 3D Views as necessary to convey intent
 - Mechanical, Electrical & Plumbing evaluations & narratives
 - Civil Engineering (stormwater & utilities) narratives
 - Structural evaluation, narratives & simple framing schematics
- This propose assumes three (5) design meetings.
- We will assist the team in establishing schedule options.
- Support the Owner's Construction Manager in the preparation of a Schematic Design estimate.

Design Development Phase

- TC will develop Design Development Documents based on approved Schematic Design Documents and Owner-approved estimate. During this

phase of the project we will illustrate and describe the refinement of the design, including the following:

- Establish the project scope and functional relationships.
- Finalize layout & construction system types.
- Finalize square footage requirements by means of plans, sections, elevations, and typical construction details.
- The documents shall also include specifications that identify major materials and building systems and establish, in general, the quality levels for each.
- Provide Structural, Electrical and Mechanical Construction Documents and Technical Specifications for the project, including all lighting, power, HVAC, plumbing and fire protection (as necessary).
- Meet with the Owner's Core Team during Design Development - (up to five (5) meetings).
- Work with Owner's preferred furniture vendor in recommendation of types & quantities of furnishings as well as finish selections.
- Support the Owner's Construction Manager in the preparation of a Design Development estimate.

Construction Documents Phase

- The Construction Documents shall set forth in detail the requirements for construction of the project, including drawings and specifications that establish, in detail, the quality levels of materials and systems required for the project.
- Develop and prepare Bidding and Procurement Documents as necessary.
- TC will submit documents to Authority Having Jurisdiction to attain the necessary permitting and approvals to bid and construct the Work. This process typically takes between 6-8 weeks for initial review.
- Meet with the Owner's Core Team during Construction Documents - (up to two (4) meetings).
- Work with Owner's preferred furniture vendor in recommendation of types & quantities of furnishings as well as finish selections.

Bidding Phase

- Prepare technical information for Bid Documents for the project.
- Answer inquiries during the Bidding Phase regarding the information contained on the Bid Documents.
- Provide technical information for Addenda to the Construction Documents during the Bidding Phase.
- Participate in a Pre-Bid Meeting
- Participate in a Public Bid Opening

Construction Administration Phase

- This proposal assumes that the Construction will span a period of up to 18 months.
- Up to (2) visits per month to the project site to observe the quality of the work and determine if construction is progressing in accordance with the Contract Documents. (It is assumed that in early phase of construction only 1 visit per month will be needed.)
- Additional visits to the project sites beyond two (2) will be provided, as requested by The City of Perrysburg, at standard hourly rates.
- Review and process all submittals and shop drawings (two reviews) for the project.
- Respond to Contractor Requests for Information.
- Prepare Bulletins and Change Orders as required.
- Review monthly Payment Applications from Contractor.
- Assist Contractor in preparing a Final Punch List for the Project.
- Prepare Certificate of Substantial Completion and process project Close-Out documents.
- Facilitate the transfer of Manuals and Warrantee Information and any training required under the Specifications.
- Participate in a building walk-thru near the end of the building warrantee period.

SCHEDULE

We have begun this process based upon verbal authorization. Service Durations will be roughly as follows:

- Completion of Programming/ Conceptual Design: 3 to 4 months
- Completion of Schematic Design: 2 months
- Design Development: 3 months
- Construction Documents: 4 months
- Bidding: 1 month
- Construction Administration: up to 18 months

COMPENSATION

We propose that our fees be broken into 2 phases as follows:

Programming/ Conceptual Design Phase: A Lump-Sum of \$145,000

Completion of full A/E Services:

For Basic Services (Architecture, Site Design, MEP Engineering & Structural), we propose a lump-sum calculated as between 6.5% and 7.5% of Construction Cost as

determined by the Conceptual Design Estimate Approved by the City of Perrysburg. Factors that will influence the final proposed fee will include:

- Final approved budget for project
- Complexity of approach
- Degree to which renovations of existing buildings will be part of scope

Additional Services will be negotiated when scope for those services is better defined.

Potential Additional services include:

- Civil Engineering
- Furnishings
- AV, Data, Security Systems

CLARIFICATIONS

- Hazardous Materials Surveys / Assessments are not included
- Specification and Procurement of Furniture, Fixtures and Equipment is not included. (We will provide input to the Owner on types of furnishings and finishes thereof. We will also assist in reviewing proposals from Furnishings Vendors and advise on finishes.)
- Site Surveying to be provided by Owner- (Kleinfelder will provide a quote)

REIMBURSABLES

Reimbursables are in addition to the Fee for Services, and shall be invoiced for 1.1 times TCI's actual cost. They shall include expenditures made in the interest of the project, such as transportation when traveling in connection with the project, printing, postage and delivery.

FORM OF CONTRACT:

If the above services, fees and Terms and Conditions are satisfactory to you, we will prepare an AIA, B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition.

Brian, we appreciate the opportunity to submit this proposal for your consideration. If you have any questions or comments, please call. I'll look forward to speaking with you soon!

All the very best,



Ray D. Micham, AIA

RDM/ rdm

TERMS & CONDITIONS will be standard as established between Rudolph Libbe and the Collaborative. Given that we are already underway, the following terms will govern our services until our Contract is set in-place:

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation

after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design

Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect. Applicable Law The law applicable to this Agreement is the state of the Project location.

Applicable Law

The law applicable to this Agreement is the state of the Project location.