



**Trey Hardy**  
Councilmember

**Christine Crawford**  
Councilmember

**Joe Dike**  
Councilmember

**Sam Artino**  
Mayor

**Monty Tapp**  
Vice-Mayor

**Mark Claus**  
Councilmember

**Joel Hagy**  
Councilmember

## **CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, September 28, 2021 @ 6:30 PM

Huron Boat Basin - Amphitheater

330 Main Street

Huron, Ohio 44839

**MEETING INFORMATION** *To commemorate the 50th Anniversary of the Huron Boat Basin, this regular meeting of City Council and Public Hearing will be held in the amphitheater at the Huron Boat Basin, 330 Main Street, Huron, OH 44839. Video of the meeting will be posted to the City's YouTube channel shortly after the meeting, and can be viewed at <https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg> . In the event of inclement weather, the meeting will be moved to Council Chambers at Huron City Hall, 417 Main Street, Huron, OH 44839, and will be livestreamed to the City's YouTube channel at the link provided above.*

**I. Public Hearing** Public Hearing on the petition of Ardagh Metal Beverage USA Inc. requesting vacation of a portion of Sawmill Parkway (PPN: 42-02021.000)

**I.a** Call to Order - Moment of Silence followed by the Pledge of Allegiance to the Flag

**I.b** Roll Call

**I.c** Swear in Witnesses

**I.d** Public Hearing on Petition for Vacation of a Portion of Sawmill Parkway

**I.e** Motion to Amend/Approve/Deny the Petition to Vacate a Portion of Sawmill Parkway

**I.f** Adjourn Public Meeting

**II. Call To Order Regular Meeting of City Council**

**III. Roll Call of City Council**

**IV. Approval of Minutes**

**V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

**VI. Proclamation**

**VI.a** A Proclamation commemorating the 50th Anniversary of the Huron Boat Basin

**VII. Presentation** Presentation relating to development of the ConAgra property.

**VIII. Old Business**

**IX. New Business**

**IX.a** Resolution No. 66-2021

A resolution authorizing an agreement with Bricker & Eckler, Attorneys at Law for provision of legal services for the period of October 1, 2021 through September 30, 2022, and further authorizing payment of legal fees for the period of January 1, 2021 through September 30, 2021.

**IX.b** Resolution No. 65-2021

A resolution authorizing a contract modification with CTL Engineering Inc. relating to the US 6 Phase I Paving Project.

**IX.c** Resolution No. 67-2021

A resolution authorizing Change Order No. 4 from Smith Paving and Excavating for labor and materials related to expansion of the US Route 6 Paving Project.

**X. City Manager's Discussion**

**XI. Mayor's Discussion**

**XII. For the Good of the Order**

**XIII. Executive Session(s)**

**XIV. Adjournment**

## ALLEY/STREET VACATION PETITION

DATE June 17, 2021

HONORABLE MAYOR AND COUNCIL, CITY OF HURON, OHIO:

We, the undersigned, being owners of property abutting the requested

Sawmill Parkway vacation shown on the attached plat, respectfully petition  
(street/alley)

your Honorable Body to vacate the Sawmill Parkway described as:  
street/alley

Approximately the southeastern most 400 feet of sawmill parkway right of way.

Being further described as abutting the following described LOTS (PINs) in  
the SUBDIVISION of:

Ex. Lots XX in Grand Forest Beach Allotment

Parcel 42-02021.000 Ardagh Metal Beverage USA

Certification: By signing this petition, I (we), have confirmed that it is true and correct. I (we) understand that there is no guarantee of vacation. The vacation petition will be processed in accordance with Ohio Revised Code Section 723.04.

Section 723.04 | Change of name, vacating, or narrowing streets on petition

*The legislative authority of a municipal corporation, on petition by a person owning a lot in the municipal corporation praying that a street or alley in the immediate vicinity of such lot be vacated or narrowed, or the name thereof changed, upon hearing, and upon being satisfied that there is good cause for such change of name, vacation, or narrowing, that it will not be detrimental to the general interest, and that it should be made, may, by ordinance, declare such street or alley vacated, narrowed, or the name thereof changed. The legislative authority may include in one ordinance the change of name, vacation, or narrowing of more than one street, avenue, or alley. The original ordinance or a certified copy thereof shall be recorded in the official records of the county recorder.*

OWNER(S)

PROPERTY ADDRESS/PIN

SIGNATURE(S)

Ardagh Metal Packaging

1608 Sawmill Pkwy, Huron, OH, 44839

Michael Paxton

Name of Contact Person M.Paxton

Mailing Address 2520 Lively Blvd,Elk Grove Village,IL,60007

Phone No. (Home) (847) 989-3603 (Business) (847) 989- 3603

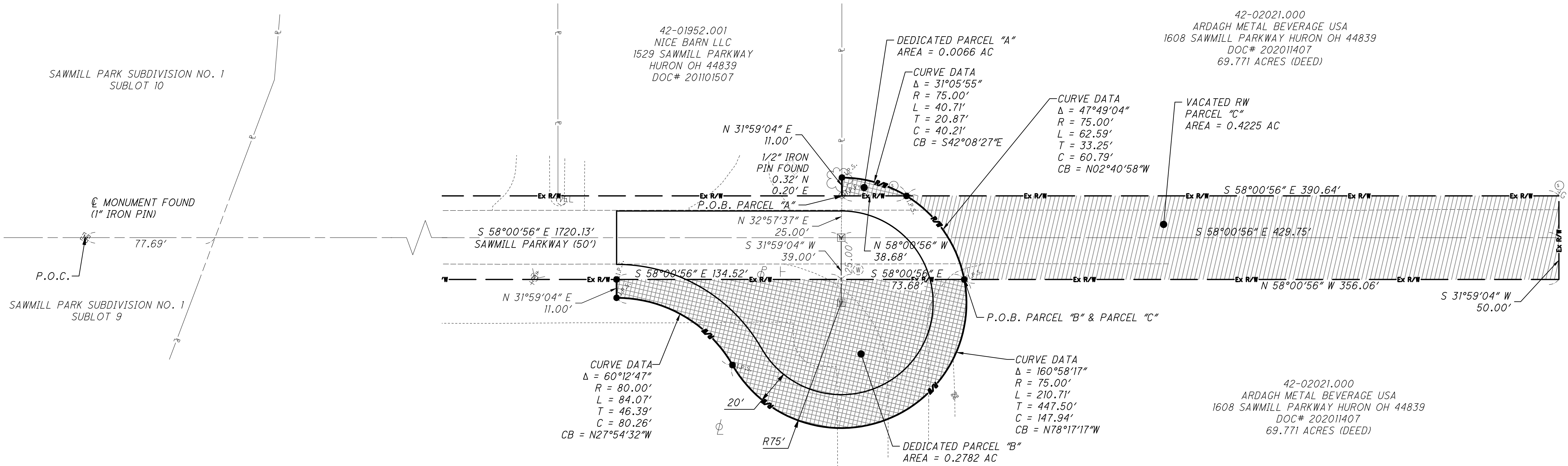
06/21/2021  
(date)

*Michael Paxton*  
(Signature of Contact Person)

-----  
**OFFICE USE ONLY**

SAWMILL PARKWAY RIGHT OF WAY DEDICATION AND VACATION PLAT

SITUATED IN THE STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON, AND KNOWN AS BEING A PART OF LOT 32 OF SECTION 2, HURON TOWNSHIP.



OWNERS ACCEPTANCE:

I, THE OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACKNOWLEDGE AND ACCEPT THE MAKING AND RECORDING OF THIS SURVEY, PLAT AND LOT DEDICATION AND VACATION OF THE SAME.

ARDAGH METAL BEVERAGE USA INC. TITLE DATE

CITY ACCEPTANCE:

I, THE OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACKNOWLEDGE AND ACCEPT THE MAKING AND RECORDING OF THIS SURVEY, PLAT AND LOT DEDICATION AND VACATION OF THE SAME.

CITY OF HURON TITLE DATE

NOTARY: (STATE OF OHIO COUNTY OF ERIE)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, ACKNOWLEDGING THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THE FREE ACT AND DEED OF THE ABOVE SIGNING LAND OWNER, THE CITY OF HURON.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT OHIO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC PRINTED NAME MY COMMISSION EXPIRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE THIS SURVEY, ON THE GROUND, AND THAT THIS PLAT REPRESENTS GRAPHICALLY, IN SO FAR AS IS POSSIBLE, THE RESULTS OF SAID SURVEY. MADE IN ACCORDANCE WITH PROVISIONS OF ARTICLE 4733.37 OF THE OHIO ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

BRANDEN V. BATTIG S-8708 DATE

NOTES:

1. THIS PLAN WAS PREPARED WITH RESPECT TO THE FOLLOWING REFERENCES.
- A. DEED AND TAX MAP RECORDS FROM THE ERIE COUNTY RECORDER'S AND/OR AUDITOR'S OFFICE.
- B. SAWMILL PARK SUBDIVISION NO.1 AS RECORDED IN PLAT BOOK 22 PAGE 31 OF THE ERIE COUNTY RECORDS,
2. PLANIMETRIC INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY OHM ADVISORS DURING JANUARY, 2018 AND MAY, 2021
3. MERIDIAN IS REFERENCED TO THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011), PER GPS OBSERVATIONS IN JANUARY, 2018 AND MAY, 2021.

LEGEND

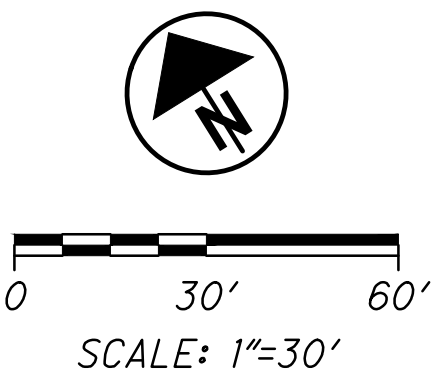
- Ex R/W — EX RIGHT OF WAY
- — CENTERLINE RIGHT OF WAY
- Ex U — EX UTILITY EASEMENT
- R/W — PROP RIGHT OF WAY
- — PROP EDGE OF PAVEMENT
- EX MONUMENT BOX
- I.P.F. IRON PIN FOUND
- I.P.S. IRON PIN SET 5/8"x30", CAP MARKED, "OHM" MONUMENT BOX TO BE SET (DURING CONSTRUCTION)

42-02021.000  
ARDAGH METAL BEVERAGE USA  
1608 SAWMILL PARKWAY HURON OH 44839  
DOC# 202011407  
69.771 ACRES (DEED)

VACATED RW  
PARCEL "C"  
AREA = 0.4225 AC

42-02021.000  
ARDAGH METAL BEVERAGE USA  
1608 SAWMILL PARKWAY HURON OH 44839  
DOC# 202011407  
69.771 ACRES (DEED)

ACREAGE SUMMARY TABLE		
PARCEL	SQUARE FEET	ACREAGE
42-02021.000 (EXISTING)	3,039,225	69.7710
PARCEL "A"	287	0.0066
PARCEL "B"	12,117	0.2782
PARCEL "C"	18,405	0.4225
42-02021.000 (PROPOSED)	3,045,226	69.9087



OHM ARCHITECTS ENGINEERS PLANNERS

388 S MAIN ST., STE. 301  
AKRON, OH 44311  
330.913.1080

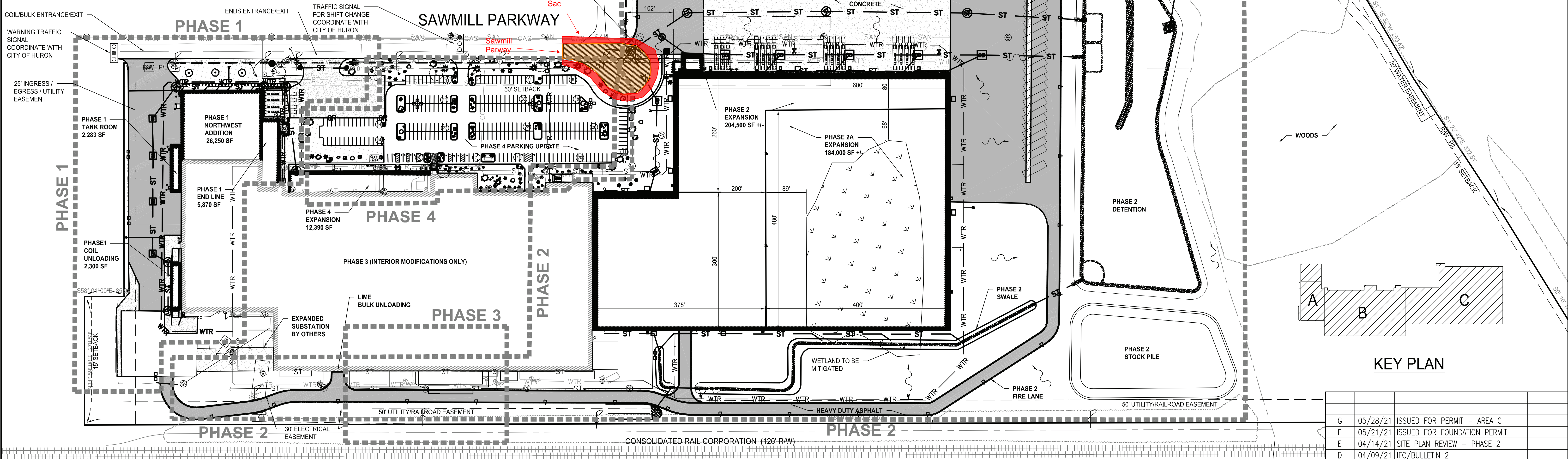
OHM-ADVISORS.COM





ARDAGH METAL BEVERAGE USA INC  
1608 SAWMILL PARKWAY,  
HURON OHIO 44839

PARCEL NO. 42-02021.000  
69.77 ACRES (ERIE COUNTY AUDITOR)  
ZONED I-2



KEY PLAN

REV	DATE	DESCRIPTION	APPROVAL
G	05/28/21	ISSUED FOR PERMIT - AREA C	
F	05/21/21	ISSUED FOR FOUNDATION PERMIT	
E	04/14/21	SITE PLAN REVIEW - PHASE 2	
D	04/09/21	IFC/BULLETIN 2	
C	03/05/21	ISSUED FOR APPROVAL	
B	02/16/21	NORTH AND EAST CONCEPT UPDATE	
A	02/10/21	SITE PLAN REVIEW - PHASE 1	

LEGEND			
	Water Valve		Post Indicator Valve
	Fire Hydrant		Telephone/Power/Light Pole
	Clean Out		Telephone/Power Pole
	Pine Tree		EXISTING ELEVATION
	Deciduous Tree		NEW ELEVATION
	Site Benchmark		EXISTING CONTOUR ELEVATION
	Mag Nail Found		PROPOSED CONTOUR ELEVATION
	Pipe Bollard		EASEMENTS
	Sanitary Manhole		DEMOLITION AREAS
	Storm Manhole		NEW CONCRETE PAVEMENT
	Catch Basin Round		NEW LANDSCAPE
	Catch Basin Square		
	Light Pole		
	Power Pole		
	Light/Power Pole		
	Guy Wire		
	Telephone Pedestal		
	Transformer		
	ST		NEW STORM
	SAN		NEW WATER
	WTR		NEW GAS
	GAS		NEW GUARD RAIL
	GR		
	UE		
	EXISTING UNDERGROUND ELECTRIC		
	EXISTING COMMUNICATIONS		
	EXISTING FIBER OPTIC CABLE		
	NEW ASPHALT PAVEMENT		

SITE PLAN REVIEW

PHASE 1 UNDER CONSTRUCTION  
PHASE 2 SITE PLAN REVIEW  
PHASE 3 & 4 SHOWN FOR LANDSCAPE AND REFERENCE ONLY, DESIGN IN PROGRESS

PARKING

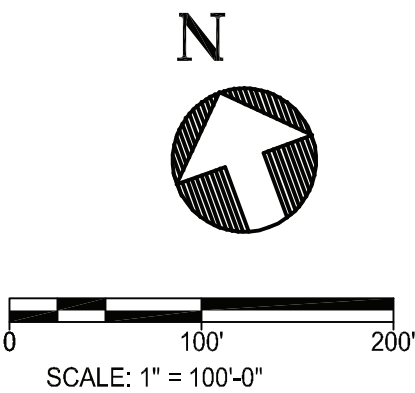
PARKING REQUIRED:  
GREATER OF : 1 SPACE PER 3 EMPLOYEES  
OR  
1 SPACE PER 3000 SF  
OR  
MAXIMUM EMPLOYEES AT SHIFT CHANGE

TOTAL EMPLOYEES: 300 EA  
300 EA / 3 = 100 SPACES

EMPLOYEES AT SHIFT CHANGE: 65 PRODUCTION + 2 ADMINISTRATIVE PER 12 HR SHIFT  
+ 32 ADDITIONAL ADMINISTRATION (1 SHIFT) = 166 SPACES

BUILDING AREA: EXISTING: 341,990 SF  
PHASE 1: 36,703 SF  
PHASE 2: 388,500 SF  
PHASE 4: 12,390 SF  
779,583 SF / 3000 SF = 260 SPACES

PARKING PROVIDED AFTER PHASE 4: 260 SPACES









**City of Huron  
Planning Commission  
August 25, 2021 5:00P.M.**

The meeting was called to order at 5:00p.m. in the Council Chambers at Huron City Hall, 417 Main Street by Acting Chairman Bob Howell. Members in attendance: Jim Hartley and Mark Claus. Members absent: Gary Boyle and Mark Cencer. Staff in attendance: Erik Engle Planning & Zoning Manager. Also in attendance, members of Administration and City Council members.

**Approval of Minutes (6-23-21)**

**Motion by Mr. Hartley to approve the minutes of June 23, 2021 as printed and received. Motion seconded by Mr. Claus. All in favor, motion passes and minutes approved.**

There were no audience comments made, the next item on the agenda was New Business.

**New Business**

**Sawmill Parkway Vacation Recommendation**

Mr. Engle reviewed the vacation petition for an area at the terminus of Sawmill Parkway adjacent to 1608 Sawmill Parkway, Ardagh Metal Beverage facility. He noted the plan has always been to incorporate a turnaround at the end of the roadway. He explained in order to accommodate this, it is necessary to vacate a stretch of the roadway and then rededicate some back in order to complete the construction of the cul-de-sac. It was noted that as submitted, 0.4225 acres will be vacated.

**Motion by Mr. Claus approving the vacation request for Sawmill Parkway as submitted by Ardagh and making recommendation to City Council in support. Motion seconded by Mr. Cencer. Roll call on the motion:**

**Yeas: Hartley, Claus, Howell (3)**

**Nays: None (0)**

**There being a majority in favor, motion passes, vacation request approved and recommendation made to City Council.**

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**Motion by Mr. Hartley to suspend the regular meeting of Planning Commission to allow for a joint work session meeting of Planning Commission and City Council. Motion seconded by Mr. Claus. All in favor, motion passes and the Joint work session meeting of the Planning Commission and City Council called to order at 5:15p.m. (refer to Joint Work Session of minutes of City Council and Planning Commission)**  
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**Motion by Mr. Hartley to resume the regular meeting of the Planning Commission. Motion seconded by Mr. Claus. All in favor, motion passes and the regular meeting of the Planning Commission back in session at 6:00p.m.**

Mr. Howell asked for a motion on the recommendation of the proposed Master Plan. He referenced some of the suggestions/input that members may wish to include in the motion.

**Motion by Mr. Claus to recommend the of adoption of the Master Plan without closing the door on any potential commercial development options on any of the properties specifically the Showboat property, and making sure the city keeps in mind potential**



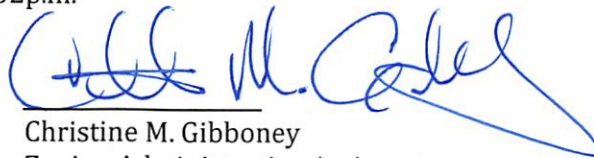
future connection of the disposal site and anything northward beyond the current limits of the property. Motion seconded by Mr. Hartley. Roll call on the motion:

Yeas: Hartley, Claus, Howell (3)

Nays: None (0)

There being a majority in favor, motion passes, and recommendation made to City Council to adopt the Master Plan as included in the motion.

With no further business, motion by Mr. Hartley to adjourn. Motion seconded by Mr. Claus. All in favor, meeting adjourned at 6:02p.m.

A handwritten signature in blue ink, appearing to read "Christine M. Gibboney", written over a horizontal line.

Christine M. Gibboney  
Zoning Administrative Assistant

Adopted: 9/22/21

Minutes prepared from audio



## MAYOR'S PROCLAMATION

**WHEREAS**, the Huron Boat Basin is celebrating its 50<sup>th</sup> year of operation as the heart of Huron's downtown, welcoming generations of residents and visitors alike; and

**WHEREAS**, the City of Huron undertook a massive development plan through the Federal Urban Renewal program to eliminate blight in the downtown; and

**WHEREAS**, redevelopment plans for the downtown included a public refuge harbor and green space to serve as a focal point for the reimagined downtown; and

**WHEREAS**, city planners sought to include a cornerstone project as part of the redevelopment strategy that paid homage to Huron's rich history as a leader in the boat-building industry, and capitalizing on its new atmosphere of recreational boating, fishing, and commerce; and

**WHEREAS**, the Huron Boat Basin was widely regarded as the most attractive feature of the downtown redevelopment plan; and

**WHEREAS**, with the assistance of both State and Federal agencies, construction of the \$1.3 million Huron Boat Basin officially kicked off with a dedication ceremony in 1968; and

**WHEREAS**, on October 23<sup>d</sup>, 1971, the Huron Boat Basin officially opened to a crowd of over 2,000 with the "Opening of the Waters Ceremony", letting in over 10 million gallons of water to create a public harbor and green space along the Huron River; and

**WHEREAS**, future improvements to the Boat Basin included the addition of an amphitheater and marina building; and

**WHEREAS**, the Huron Boat Basin has become the crown jewel of the City of Huron's downtown, hosting thousands of people each year through a robust event schedule highlighted by the iconic Huron Riverfest.

**NOW, THEREFORE, I, MAYOR ARTINO**, do hereby proclaim October 23<sup>d</sup>, 2021 as the 50<sup>th</sup> Anniversary of the Huron Boat Basin, and ask that the community to honor those past and present for the hard work and dedication in building and maintaining such an iconic public amenity, and wish it continued success for generations to come.



**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the City of Huron, Erie County, Ohio on this 28<sup>th</sup> day of September, 2021.

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Sam Artino, Mayor





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 66-2021  
**DATE:** September 28, 2021

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### **Subject Matter/Background**

This resolution is requesting approval from Council to contract with Bricker & Eckler. If approved, Bricker & Eckler will serve as Huron Public Power's legal representative for the term of the contract (October 1, 2021 - September 30, 2022). The City will pay Bricker & Eckler a monthly retainer of \$2,400 for 8 hours a month. If additional time is needed, the City will benefit from a discounted rate. The need for specific legal counsel is necessary due to the complex legalities of public power that Bricker & Eckler is currently situated to adequately provide.

In addition, Bricker & Eckler's legal services were retained during rate negotiations with Mucci Farms and the sale of the substation assets to AMP-T in 2021. The services provided exceeded the \$25,000 threshold. This resolution will give the City authority to pay any outstanding invoices related to these items as all the legal work is now completed.

### **Financial Review**

The City has sufficient funds to budget for the \$2,400 per month retainer in the Electric Fund (Fund 654). The budget for the invoices to be paid after approval of this resolution was already appropriated in the Electric Fund. Under City Code, Council must approve purchases over \$25,000. Therefore, Council approval is needed to pay these invoices.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement, a motion adopting Resolution No. 66-2021 is in order.

[Resolution No. 66-2021.doc](#)

[Resolution No. 66-2021 Exhibit A.docx](#)

**RESOLUTION NO. 66-2021**

Introduced by Christine Crawford

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRICKER & ECKLER, ATTORNEYS AT LAW, FOR THE PROVISION OF LEGAL SERVICES RELATED TO HURON PUBLIC POWER FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 AT A COST NOT TO EXCEED TWENTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$28,800.00); AND FURTHER AUTHORIZING PAYMENT TO BRICKER & ECKLER, ATTORNEYS AT LAW, FOR PROVISION OF LEGAL SERVICES RELATED TO HURON PUBLIC POWER FROM JANUARY 1, 2021 THROUGH SEPTEMBER 30, 2021 IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00).**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Bricker & Eckler, Attorneys at Law, for the provision of legal services relating to Huron Public Power at a cost not to exceed Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the City Manager is authorized and directed to pay Bricker & Eckler, Attorneys at Law, for provision of legal services performed from January 1, 2021 through September 30, 2021 in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

**SECTION 3.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_





Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215  
Office: 614.227.2300  
[www.bricker.com](http://www.bricker.com)

Devin D. Parram  
Direct Dial: 614.227.8813  
[dparram@bricker.com](mailto:dparram@bricker.com)

September 20, 2021

**VIA E-MAIL**

Matt Lasko, City Manager  
City of Huron  
Municipal Building  
417 Main Street  
Huron, Ohio 44839

Re: Agreement for Legal Services – October 1, 2021, through September 30, 2022

Dear Matt,

Thank you for selecting Bricker & Eckler LLP (the “Firm”) to serve as the City of Huron, Ohio’s (“Huron”) counsel for one year, from October 1, 2021, through September 30, 2022. This letter will confirm our discussion regarding Huron’s engagement of the Firm and will describe the basis on which the Firm will provide legal services to you.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client Scope of Representation. Our client under this agreement will be Huron, and not any individual officers, representatives, of employees for Huron. We will be engaged to advise Huron in connection with the matters set forth in more detail below. You may limit or expand the scope of our representation from time to time; provided that, any substantial expansion must be agreed to by us in writing. This agreement will also serve as authorization for Huron to pay any outstanding invoices related to legal services previously performed by the Firm for the sale of assets on Huron’s substation to AMP-T in 2021 and the modification of Huron Public Power’s electric rate which occurred in 2021.

2. Term of Engagement. This agreement shall be for one year, from October 1, 2021, through September 30, 2022, and shall continue month to month thereafter unless terminated by either of party upon thirty (30) days prior written notice, subject on the Firm’s part to the applicable rules of professional conduct.

3. Conclusion of Representation. Unless previously terminated, our representation of Huron will terminate upon our sending you our final statement for services rendered in this matter, or upon the termination of the attorney/client relationship, whichever occurs later.

**September 20, 2021**

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4. Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with energy and utility issues. After completion of these matters, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of these matters to provide additional advice on issues arising from such matter(s), the Firm has no continuing obligation to advise you with respect to future legal developments.

5. Fees and Expenses.

(a) Fixed Monthly Flat Fee. Huron will pay the Firm a monthly flat fee of \$2,400 per month for fees (plus out-of-pocket disbursements) for all included legal services for the Huron Public Power ("HPP") legal counsel matter. The monthly flat fee includes all non-litigation work associated with legal advice and legal services related to HPP's operation of the municipal utility, including negotiation of supply and related contracts, preparation of other contracts, advice regarding HPP governance and operating issues, and drafting ordinances related to HPP. The flat fee would not include any bond work related to the City or HPP. On a monthly basis, if the Firm has expended more than 8 hours on the HPP fixed flat fee matters, the Firm shall bill the City and the City shall pay the Firm for the hours in excess of 8 hours at a special discounted governmental hourly rate of \$365.00. Huron will also pay outstanding invoices for previously provided services related to legal services performed by the Firm for the sale of assets on Huron's substation and the modification of Huron Public Power's electric rate. Payment of these outstanding invoices for prior services will not reduce the prospective fixed monthly flat fee of \$2,400.

(b) Litigation and Non-Monthly Flat Fee Work. Litigation and non-monthly flat fee work shall be engaged and approved on a case-by-case basis and shall be billed at Bricker's 2021 standard hourly rates less a 10% special governmental discount.

(c) Other, Non-Retainer Services. All other projects and matters for Huron will be handled on a case-by-case basis with a budget established at inception and billed separate and apart from the monthly retainer matter using the Firm's standard 2021 rates (plus out-of-pocket disbursements).

(d) Terms. The monthly flat fee amount shall be paid on or before the fifth day of each month for services provided in the prior month. The litigation and non-flat fee services shall be paid on or before 30th day of each month for the non-flat fee services provided in prior month. All other matters shall be paid on or before 30th day of each month for the services provided in the prior month. For non-retainer services, our fees will be based on the 2021 billing rate for each attorney and legal assistant devoting time to a matter. The Firm's 2021 billing rates are set forth on the spreadsheet attached to this Engagement Letter as Exhibit B. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and



**September 20, 2021**

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filing fees, and Huron is responsible for reimbursement of such expenses. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you. Payment is due upon receipt of our statement.

6. Invoices. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for you.

7. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraphs 5 and 6 above.

8. Conflicts. Huron is aware that the Firm represents many other companies and individuals. It is possible that during the time that the Firm represents Huron that some of the Firm's present or future clients may have disputes or transactions with Huron. Huron agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for Huron even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a direct result of our representation of Huron, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In addition to the legal work the Firm provides to our clients, certain attorneys also provide government relations services to various clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services, we may be engaged to advocate a position on issues that are adverse to Huron's interests. By executing this engagement letter, you acknowledge that our work for Huron will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to Huron's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, you are agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Once again, we are pleased to have this opportunity to work with you. Please call me at (614) 227-8813 if you have any questions or comments during the course of our representation.

**September 20, 2021**  
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Very truly yours,



Devin Parram

Agreed and accepted:

THE CITY OF HURON, OHIO

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**September 20, 2021**

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Exhibit A

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**Standard Terms of Representation**

***Professional Fees.*** Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

***Retention and Disposition of Documents.*** When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

***Expenses/Disbursements.*** In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes;

**September 20, 2021**

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Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

**Telephone charges.** Our long-distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

**Photocopies.** We will bill you for photocopies at 20 cents per page.

**Outside Computer Research (Lexis® or Westlaw®).** We will bill at standard Lexis® or Westlaw® rates.

**Filing Fees.** We will bill you the charges incurred by the Firm.

**Travel Expenses.** We will bill travel expenses at our cost without markup.

**Express Delivery Services (FedEx, etc.).** We will bill you for our actual out of cost expenses.

**Local Delivery or Local Filing Services.** Local delivery services will be billed to you at our cost without markup.

**Facsimile.** We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

**Court Reporters, Expert Witnesses, Accountant, etc.** We will bill you at our cost without markup.

**Post-Engagement Matters.** You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

**Insurance Coverage.** You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.



**September 20, 2021**

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***Secure Encryption of Records.*** It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.

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**EXHIBIT B**

<b>Employee Name</b>	<b>2019 Hourly Rate</b>	<b>2021 Hourly Rate</b>
Allen, Jerry O.	\$540.00	\$585.00
Bell, J. Caleb	\$550.00	\$595.00
Bennington, C. Christopher	\$405.00	\$475.00
Bondra, Christopher J.	\$300.00	\$320.00
Borchers, Dylan F.	\$375.00	\$450.00
Brollier, Jonathan T.	\$405.00	\$450.00
Campbell, Drew	\$440.00	\$475.00
Castor, Robert T.	\$475.00	\$500.00
Cook, Justin D.	\$295.00	\$365.00
Eddy, Zachary D.	\$240.00	\$300.00
Fisher, Aron L.	\$175.00	\$195.00
Flahive, Maureen C.	\$240.00	\$295.00
Furey, Christopher	\$350.00	\$385.00
Gibson, Daniel C.	\$445.00	\$495.00
Grody, Warren I.	\$350.00	\$360.00
Gurbach, Matthew	N/A	\$450.00
Hallows, Kristen M.	\$210.00	\$210.00
Intihar, Stephen	\$525.00	\$575.00
Jackson, David S.	\$450.00	\$540.00
Kalvas, Colin J.	\$310.00	\$375.00
Koppitch, Matthew R.	\$295.00	\$335.00
Krabacher, Gregory J.	\$430.00	\$465.00
Lestini, Gregory J.	\$415.00	\$450.00
Lindsmith, Quintin F.	\$500.00	\$550.00
Mains, Rachael N.	\$195.00	\$250.00
Miller, Christina J.	\$210.00	\$230.00
Miskimen, Brock A.	\$325.00	\$350.00
Orahood, Teresa E.	\$230.00	\$245.00
Parram, Devin	\$375.00	\$475.00
Petrie, James G.	\$515.00	\$555.00
Princehorn, Rebecca C.	\$575.00	\$600.00
Reid, Nelson M.	\$475.00	\$475.00
Roberts, Lindsey A.	\$235.00	\$300.00
Rutter, Paul S.	\$425.00	\$450.00
Slagle, Christopher N.	\$465.00	\$490.00



**September 20, 2021**

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<b>Employee Name</b>	<b>2019 Hourly Rate</b>	<b>2021 Hourly Rate</b>
Squeglia, Elisabeth A.	\$600.00	\$650.00
Stinson, Dane	\$525.00	\$575.00
Stout, Matthew L.	\$550.00	\$575.00
Tannehill, Tess G.	\$275.00	\$385.00
Tiemeier, Jason	\$260.00	\$315.00
Vinyard, Carolyn M.	\$210.00	\$210.00
Warnock, Matthew W.	\$450.00	\$490.00
Zemke, Megan S.	\$230.00	\$245.00



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 65-2021  
**DATE:** September 28, 2021

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### **Subject Matter/Background**

On March 31, 2020, Council adopted Resolution 2020-24, which authorized an agreement with CTL Engineering, Inc. for the provision of engineering inspection services related to the US 6 Phase I Paving Project (ERI-6-17.49) in an amount not to exceed \$218,912.00.

Resolution 65-2021 authorizes a contract modification in the additional amount of \$33,224.00. This the amount estimated to complete the work remaining, which has been expended due to an extension in the contract duration to allow for additional work, which includes:

- Working as needed to complete the remaining punch list work items, modified work items (new pavement markings) and finalization;
- Tentative start for punch list work, was April 5, 2021, with revised final pavement markings to be applied in fall of 2021;
- Estimated duration of work is 4 weeks.

### **Financial Review**

Although not initially budgeted, this change order was expected due to the Smith Paving change orders and extension of project completion dates. The manuscript debt, approved by Council at the September 24th meeting, will cover this change order out of the Capital Improvement Fund (Fund 401).

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 65-2021 is in order.

[Resolution No. 65-2021.doc](#)

[Resolution No. 65-2021 Exhibit A.pdf](#)

[Resolution No. 65-2021 Exhibit B.pdf](#)

**RESOLUTION NO. 65-2021**

Introduced by Mark Claus

**A RESOLUTION AMENDING RESOLUTION 2020-24, ADOPTED MARCH 31, 2020, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT MODIFICATION FROM CTL ENGINEERING, INC. FOR ADDITIONAL CONSTRUCTION INSPECTION AND CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE US 6 PHASE I PAVING PROJECT (ERI-6-17.49) IN AN INCREASED AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$33,224.00)**

**WHEREAS**, on March 31, 2020, the City authorized the execution of an agreement with CTL Engineering, Inc. for the provision of construction inspection and construction administration services for the US 6 Phase I Paving Project, ERI-6-17.49 ("Route 6 Agreement"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, subsequent to execution of the Route 6 Agreement, the Project was expanded relating to certain modifications to final pavement markings, as approved by Council on August 10, 2021;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** The City Manager shall be, and he hereby is, authorized and directed to accept contract modifications from CTL Engineering, Inc. to reflect the additional inspection and construction administration services performed related to the US 6 Phase I Paving Project, ERI-6-17.49 in an increased amount not to exceed Thirty-Three Thousand Two Hundred Twenty-Four and 00/100 Dollars (\$33,224.00). This contract modification shall be in substantially the form of the Contract Modification attached hereto as Exhibit "B" and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

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Sam Artino, Mayor

ATTESTED: \_\_\_\_\_

Clerk of Council

ADOPTED: \_\_\_\_\_



March 18, 2020

Doug Green  
City of Huron Engineer's Office  
417 Main St.  
Huron, OH 44839

Attention: Mr. Doug Green

Reference: Letter of Interest for Construction Inspection and Construction Administration Services  
ERI-6-17.49, PID 100421  
CTL Engineering Proposal Number 20020013CLE

Mr. Green:

CTL Engineering, Inc. (CTL) is pleased to submit this proposal for providing construction administration, inspection, and field testing services for the ERI-6-17.49 project. This proposal outlines our understanding of the project, CTL's scope of work and fees.

### **GENERAL PROJECT DESCRIPTION**

The services include Construction Inspection and Construction Administration services for the resurfacing of U.S.6 from Williams Street to the eastern city limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgraded signal at Main Street, and remove signal at Berlin Road.

### **SCOPE OF SERVICES**

CTL Engineering will provide construction administration and construction inspection for the duration of the project. We will provide on-site services on a full-time or part-time basis, depending on the scope and schedule of the work item, including project administration and project inspection of all work activities. We anticipate that our services will include the following:

1. Developing and maintaining project records using Appia Construction Management Software to administer the project.
2. Providing direction to the contractor on "as directed items".
3. Preparing and processing change orders.
4. Performing quality control inspections and monitoring compliance with contract requirements.
5. Monitoring and Documentation of Materials Management Process
6. Performing measurements and preparing quantity determinations.
7. Preparing daily inspection reports and providing support documentation for accurate pay estimate preparation.
8. Preparing partial and final estimates.
9. Monitoring EEO and DBE compliance.
10. Performing project close out reports.

## **FEE PROPOSAL**

CTL proposes to provide qualified technical personnel to perform the necessary tasks in accordance with the project specifications. CTL will invoice using audited ODOT overhead and cost-of-money rates and approved net fee with actual pay rates for personnel services, ODOT approved rates for equipment, and CTL standard rates for laboratory testing services that may be required. Attached please find a schedule of unit rates and an hourly rate calculations form for personnel pay rates. All invoicing will be done monthly and will be based on the actual quantity of work performed in accordance with the rates quoted on the attached fee proposal.

Also attached is an estimated cost proposal totaling \$ 218,912 for Construction Administration, Construction Inspection and testing services. A detailed project schedule has not been developed for this project to date by the contractor. However, the following assumptions are made for this cost proposal:

- 1) Working 5 days/week @ 8 hours/day (typical) with an estimated 1 hour/day overtime
- 2) Project bid in Feb 2020
- 3) Tentative start date June 1, 2020 for construction
- 4) Estimated duration of work, 22 weeks.

## **CLOSING**

We sincerely appreciate the opportunity to submit this cost proposal and look forward to working with you on this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,

CTL ENGINEERING, INC.



David Breitfeller, P.E.  
Vice President

Attachments: Construction Services Unit Rates  
Hourly Rate Calculations  
Base Cost Estimate



# Hourly Rate Calculations

Agreement No.:

C-R-S:

Firm Name:

ERI-US6-17.49
CTL Engineering, Inc.

Company Overhead: 163.35%

Average Overhead: 156.68%

Cost of Money: 2.70%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Pay Rate Range	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate <sup>1</sup>	Computed Overtime Billing Rate <sup>1</sup>
<b>Project Inspector</b>	<b>Yes</b>	\$30.00	\$49.01	\$0.81	\$7.70	<b>\$88</b>	<b>\$131</b>
<b>Project Inspector</b>	<b>Yes</b>	\$35.00	\$57.17	\$0.95	\$8.98	<b>\$102</b>	<b>\$153</b>
<b>Traffic Signal and Lighting Inspector</b>	<b>Yes</b>	\$35.00	\$57.17	\$0.95	\$8.98	<b>\$102</b>	<b>\$153</b>
<b>Asphalt Monitor</b>	<b>Yes</b>	\$22.00	\$35.94	\$0.59	\$5.65	<b>\$64</b>	<b>\$96</b>
<b>Documentation Clerk</b>	<b>No</b>	\$28.50	\$46.55	\$0.77	\$7.32	<b>\$83</b>	<b>N/A</b>
<b>Construction Engineer Level 1</b>	<b>No</b>	\$38.50	\$62.89	\$1.04	\$9.88	<b>\$112</b>	<b>N/A</b>
<b>Construction Engineer Level 2</b>	<b>No</b>	\$65.00	\$106.18	\$1.76	\$16.68	<b>\$190</b>	<b>N/A</b>
<b>Project Manager</b>	<b>No</b>	\$65.00	\$106.18	\$1.76	\$16.68	<b>\$190</b>	<b>N/A</b>

<sup>1</sup> **Note:** Rounded the nearest dollar.



## CONSTRUCTION SERVICES UNIT RATES

### PERSONNEL

Project Inspector (1015).....	per Hourly Rate Calculations
Administrative/Secretarial (Documentation Clerk) (1006) .....	per Hourly Rate Calculations
Construction Engineer Level 1 (1002) .....	per Hourly Rate Calculations
Project Manager (1003) .....	per Hourly Rate Calculations

*Note: Fees for part-time or intermittent services will apply portal-to-portal.*

### EQUIPMENT

Coring Gun, Generator (2CORE) .....	\$220.00/day
Nuclear Densometer for Soil Moisture-Density or Bituminous Density Testing ASTM D2922, ASTM D2950 (2NUC) .....	\$40.00/day
Concrete Test Kit (2CON) .....	\$15.00/day
Vehicle – Automobile or Truck (2ODOTVEH) .....	\$49.00/day

### LABORATORY TESTS

#### CONCRETE:

Standard Compression Strength Cylinder (Includes Mold), ASTM C 39 (6C003).....	\$20.00/each
Concrete Beam, Modulus of Rupture (ASTM C-293, C-78) (6C005) .....	\$60.00/each

#### ASPHALT:

Bulk Specific Gravity and Density ASTM D-2726 (6B010): .....	\$50.00/each
Extraction for AC Content Method A or Method B, ASTM D-2172 (6B006) or (6B007):.....	\$200.00/each

*Note: Fees for laboratory tests not listed above will be quoted upon request.*

### MISCELLANEOUS EXPENSES

#### Overtime

Saturday and excess of 8 hours/day .....	per Hourly Rate Calculations
Sunday and Holidays .....	per Hourly Rate Calculations



## **GENERAL NOTES AND CONDITIONS**

1. These prices are applicable for the duration of the project.
2. The CTL operations are organized into several different departments. Fee schedules for any of the other department services are available by contacting our marketing department.
3. Testing services are typically performed in the order in which samples are received in the laboratory. Routine turnaround time on analytical samples is one to two weeks. A surcharge of 50 percent for overtime rates may be applied for rush work.
4. Upon completion of testing, samples remaining after testing are typically kept one month and then discarded. Any extension of this time should be requested in writing. An invoice for storage charges will be submitted on an annual basis. Samples containing toxic or hazardous materials may be returned to the client for disposal. If CTL is required to perform disposal, our client will be billed for disposal costs.
5. Clients are expected to inform CTL of any known or suspected hazards in the samples submitted. Samples containing hazardous levels of radioactivity will not be accepted by the laboratory.
6. Samples submitted for testing should include the sample source and type, the time of collection if applicable, a purchase order, chain of custody form and a list of the analysis to be completed by CTL. Chain of custody forms are available from CTL laboratory personnel if needed. Label each sample clearly and completely.
7. Reports and copies of reports will be sent only to the client unless the client formally requests us otherwise in writing. CTL maintains strict confidentiality with our clients. All data, reports, proprietary information and records associated with clients are maintained in strict confidence.
8. CTL states that analytical work shall be performed in accordance with good laboratory practices and professional standards. No other warranty is expressed or implied.
9. Payment terms are Net 30 Days from date of invoice, with a 1.5% per month service charge applied to past due balances.



## COST ESTIMATE

### Phase 1 - US6

42 days	project inspector	8 hrs/d	\$95.00 \$/hr	\$31,920.00
42 days	overtime	1 hrs/d	\$142.00 \$/hr	\$5,964.00
42 days	vehicle/truck	1 truck	\$49.00 \$/d	\$2,058.00
10 days	project inspector/concrete tech	8 hrs/d	\$95.00 \$/hr	\$7,600.00
10 days	overtime	1 hrs/d	\$142.00 \$/hr	\$1,420.00
10 days	vehicle/truck	1 truck	\$49.00 \$/d	\$490.00
10 days	Concrete Test Kit	1 kit	\$ 15.00 \$/d	\$ 150.00
5 days	traffic signal and lighting inspector	8 hrs/d	\$102.00 \$/hr	\$4,080.00
5 days	vehicle/truck	1 truck	\$49.00 \$/d	\$245.00
5 days	Asphalt Monitor	8 hrs/d	\$64.00 \$/d	\$2,560.00
5 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$245.00
10 weeks	documentation clerk	10 hrs/wk	\$83.00 \$/hr	\$8,300.00
45 days	Project Engineer 1	2 hrs/d	\$112.00 \$/hr	\$10,080.00
25 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$1,225.00
10 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00 \$/hr	\$19,000.00
10 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$490.00
Lab Testing				
	Extraction For AC Content and Gradatio	5 each	\$200.00 \$/ea	\$1,000.00
	Bulk Specific Gravity and Density	40 each	\$65.00 \$/ea	\$2,600.00
	Concrete Beam Modulus of Rupture	15 each	\$ 60.00 \$/ea	\$ 900.00
	Standard Compression Stength Cylinder	24 each	\$ 20.00 \$/ea	\$ 480.00
<b>subtotal</b>				<b>\$100,807.00</b>

### Phases 2 - US6

42 days	project inspector	8 hrs/d	\$95.00 \$/hr	\$31,920.00
42 days	overtime	1 hrs/d	\$142.00 \$/hr	\$5,964.00
42 days	vehicle/truck	1 truck	\$49.00 \$/d	\$2,058.00
10 days	project inspector/concrete tech	8 hrs/d	\$95.00 \$/hr	\$7,600.00
10 days	overtime	1 hrs/d	\$142.00 \$/hr	\$1,420.00
10 days	vehicle/truck	1 truck	\$49.00 \$/d	\$490.00
10 days	Concrete Test Kit	1 kit	\$ 15.00 \$/d	\$ 150.00
5 days	traffic signal and lighting inspector	8 hrs/d	\$102.00 \$/hr	\$4,080.00
5 days	vehicle/truck	1 truck	\$49.00 \$/d	\$245.00
5 days	Asphalt Monitor	8 hrs/d	\$64.00 \$/d	\$2,560.00
5 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$245.00
10 weeks	documentation clerk	10 hrs/wk	\$83.00 \$/hr	\$8,300.00
45 days	Project Engineer 1	2 hrs/d	\$112.00 \$/hr	\$10,080.00
25 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$1,225.00
2 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00 \$/hr	\$3,800.00
8 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$392.00
5 days	Coring Equipment	1 coring	\$220.00 \$/d	\$1,100.00
5 days	Nuclear Gauge	1 gauge	\$40.00 \$/d	\$200.00



**Lab Testing**

Extraction For AC Content	4 each	\$200.00	\$/ea	\$800.00
Bulk Specific Gravity and Density	40 each	\$65.00	\$/ea	\$2,600.00
Concrete Beam Modulus of Rupture	15 each	\$ 60.00	\$/ea	\$ 900.00
Standard Compression Stength Cylinder	24 each	\$ 20.00	\$/ea	\$ 480.00

**subtotal \$86,609.00**

\*\*Phases 3 and 4 completed concurrently with phases 1 and 2.

**Phase 4- US6**

8 days	project inspector	8 hrs/d	\$95.00	\$/hr	\$6,080.00
8 days	overtime	1 hrs/d	\$142.00	\$/hr	\$1,136.00
8 days	vehicle/truck	1 truck	\$49.00	\$/d	\$392.00
2 weeks	documentation clerk	10 hrs/wk	\$83.00	\$/hr	\$1,660.00
10 days	Project Engineer 1	2 hrs/d	\$112.00	\$/hr	\$2,240.00
10 days	Vehicle/Truck	1 vehicle	\$49.00	\$/d	\$490.00
2 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00	\$/hr	\$3,800.00
2 days	Vehicle/Truck	1 vehicle	\$49.00	\$/d	\$98.00

**subtotal \$15,896.00**

**Project closeout-**

15 days	documentation clerk	8 hrs/d	\$83.00	\$/hr	\$9,960.00
15 days	Project Engineer 1	2 hrs/d	\$112.00	\$/hr	\$3,360.00
3 weeks	project manager/constr engineer 2	4 hrs/w	\$190.00	\$/hr	\$2,280.00

**subtotal \$15,600.00**

**Estimated Total \$218,912.00**

\*\*Phase 5 asphalt contained in phases 1 and 2

**\*\*If Authorized, concrete sampling and testing for non-QC/QA items of work (regular bid items)**

**Concrete Testing**

30 days	project inspector/concrete tech	8 hrs/d	\$95.00	\$/hr	\$22,800.00
10 days	overtime	1 hrs/d	\$142.00	\$/hr	\$1,420.00
30 days	vehicle/truck	1 truck	\$49.00	\$/d	\$1,470.00
30 days	Concrete Test Kit	1 kit	\$ 15.00	\$/d	\$ 450.00
Lab Testing					
	Standard Compression Stength Cylinder	25 each	\$ 20.00	\$/ea	\$ 500.00

**\*\*\* concrete testing total \$26,640.00**

June 28, 2021

City of Huron Engineer's Office  
417 Main St.  
Huron, OH 44839

Attention: Mr. Russ Critelli, P.E., OHM Advisors

Reference: Construction Inspection and Construction Administration Services  
ERI-6-17.49, PID 100421  
CTL Engineering Proposal Number 20020013CLE

Mr. Critelli:

CTL Engineering, Inc. (CTL) is pleased to submit this proposal for a modification to our existing agreement to provide construction administration and inspection services for the ERI-6-17.49 project. This proposal outlines our understanding of the modified project work, CTL's scope of work and fees.

### **GENERAL PROJECT DESCRIPTION**

The services include Construction Inspection and Construction Administration services for the resurfacing of U.S.6 from Williams Street to the eastern city limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgraded signal at Main Street, and remove signal at Berlin Road.

### **SCOPE OF SERVICES**

CTL Engineering will provide construction administration and construction inspection for the remaining duration of the project. We will provide on-site services on a full-time or part-time basis, depending on the scope and schedule of the work item, including project administration and project inspection of all work activities. We anticipate that our services will include the following:

1. Maintaining project records using Appia Construction Management Software.
2. Providing direction to the contractor on "as directed items".
3. Preparing and processing change orders.
4. Performing quality control inspections and monitoring compliance with contract requirements.
5. Monitoring and Documentation of Materials Management Process
6. Performing measurements and preparing final quantity determinations.
7. Preparing daily inspection reports and providing support documentation for accurate pay estimate preparation.
8. Preparing partial and final estimates.
9. Monitoring EEO and DBE compliance.
10. Performing project close out reports.

### **FEE PROPOSAL**

June 28, 2021

CTL proposes to provide qualified technical personnel to perform the necessary tasks in accordance with the project specifications. CTL will invoice using audited ODOT overhead and cost-of-money rates and approved net fee with actual pay rates for personnel services, ODOT approved rates for equipment, and CTL standard rates for laboratory testing services that may be required. Attached please find a schedule of unit rates and an hourly rate calculations form for personnel pay rates. All invoicing will continue to be done monthly and will be based on the actual quantity of work performed in accordance with the rates quoted on the attached fee proposal.

Attached is an estimated cost proposal totaling \$ 33,224 for Construction Administration and Construction Inspection services anticipated to complete the remaining work. (The original approved request totaling \$218,912 has been expended due to an extension in the contract duration to allow for additional work.)The following assumptions are made for this revised cost proposal:

- 1) Working as needed, to complete the remaining punch list work items, modified work items (new pavement markings) and finalization (see attached cost breakdown)
- 2) Tentative start for punch list work, April 5, 2021; start of revised final pavement markings work, Sept.15, 2021.
- 3) Estimated duration of work, 4 weeks.

#### **CLOSING**

We sincerely appreciate the opportunity to submit this revised cost proposal and look forward to continuing our work with you to complete this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,

CTL ENGINEERING, INC.



David Breitfeller, P.E.  
Vice President

Attachments: Construction Services Unit Rates  
Hourly Rate Calculations  
Revised Cost Estimate





# Hourly Rate Calculations

Agreement No.:

C-R-S:

Firm Name:

ERI-US6-17.49
CTL Engineering, Inc.

Company Overhead: 163.35%

Average Overhead: 156.68%

Cost of Money: 2.70%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Pay Rate Range	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate <sup>1</sup>	Computed Overtime Billing Rate <sup>1</sup>
Project Inspector	Yes	\$30.00	\$49.01	\$0.81	\$7.70	\$88	\$131
Project Inspector	Yes	\$35.00	\$57.17	\$0.95	\$8.98	\$102	\$153
Traffic Signal and Lighting Inspector	Yes	\$35.00	\$57.17	\$0.95	\$8.98	\$102	\$153
Asphalt Monitor	Yes	\$22.00	\$35.94	\$0.59	\$5.65	\$64	\$96
Documentation Clerk	No	\$28.50	\$46.55	\$0.77	\$7.32	\$83	N/A
Construction Engineer Level 1	No	\$38.50	\$62.89	\$1.04	\$9.88	\$112	N/A
Construction Engineer Level 2	No	\$65.00	\$106.18	\$1.76	\$16.68	\$190	N/A
Project Manager	No	\$65.00	\$106.18	\$1.76	\$16.68	\$190	N/A

<sup>1</sup> **Note:** Rounded the nearest dollar.

## CONSTRUCTION SERVICES UNIT RATES

### PERSONNEL

Project Inspector (1015).....	per Hourly Rate Calculations
Administrative/Secretarial (Documentation Clerk) (1006) .....	per Hourly Rate Calculations
Construction Engineer Level 1 (1002) .....	per Hourly Rate Calculations
Project Manager (1003) .....	per Hourly Rate Calculations

*Note: Fees for part-time or intermittent services will apply portal-to-portal.*

### EQUIPMENT

Coring Gun, Generator (2CORE) .....	\$220.00/day
Nuclear Densometer for Soil Moisture-Density or Bituminous Density Testing ASTM D2922, ASTM D2950 (2NUC) .....	\$40.00/day
Concrete Test Kit (2CON) .....	\$15.00/day
Vehicle – Automobile or Truck (2ODOTVEH) .....	\$49.00/day

### LABORATORY TESTS

#### CONCRETE:

Standard Compression Strength Cylinder (Includes Mold), ASTM C 39 (6C003).....	\$20.00/each
Concrete Beam, Modulus of Rupture (ASTM C-293, C-78) (6C005) .....	\$60.00/each

#### ASPHALT:

Bulk Specific Gravity and Density ASTM D-2726 (6B010): .....	\$50.00/each
Extraction for AC Content Method A or Method B, ASTM D-2172 (6B006) or (6B007):.....	\$200.00/each

*Note: Fees for laboratory tests not listed above will be quoted upon request.*

### MISCELLANEOUS EXPENSES

#### Overtime

Saturday and excess of 8 hours/day .....	per Hourly Rate Calculations
Sunday and Holidays .....	per Hourly Rate Calculations



### **GENERAL NOTES AND CONDITIONS**

1. These prices are applicable for the duration of the project.
2. The CTL operations are organized into several different departments. Fee schedules for any of the other department services are available by contacting our marketing department.
3. Testing services are typically performed in the order in which samples are received in the laboratory. Routine turnaround time on analytical samples is one to two weeks. A surcharge of 50 percent for overtime rates may be applied for rush work.
4. Upon completion of testing, samples remaining after testing are typically kept one month and then discarded. Any extension of this time should be requested in writing. An invoice for storage charges will be submitted on an annual basis. Samples containing toxic or hazardous materials may be returned to the client for disposal. If CTL is required to perform disposal, our client will be billed for disposal costs.
5. Clients are expected to inform CTL of any known or suspected hazards in the samples submitted. Samples containing hazardous levels of radioactivity will not be accepted by the laboratory.
6. Samples submitted for testing should include the sample source and type, the time of collection if applicable, a purchase order, chain of custody form and a list of the analysis to be completed by CTL. Chain of custody forms are available from CTL laboratory personnel if needed. Label each sample clearly and completely.
7. Reports and copies of reports will be sent only to the client unless the client formally requests us otherwise in writing. CTL maintains strict confidentiality with our clients. All data, reports, proprietary information and records associated with clients are maintained in strict confidence.
8. CTL states that analytical work shall be performed in accordance with good laboratory practices and professional standards. No other warranty is expressed or implied.
9. Payment terms are Net 30 Days from date of invoice, with a 1.5% per month service charge applied to past due balances.



## REVISED COST ESTIMATE

### Spring 2021- Temporary Pavement Markings

3 days	project inspector	8 hrs/d	88.00 \$/hr	2112.00
0 days	overtime	2 hrs/d	129.00 \$/hr	0.00
3 days	vehicle/truck	1 truck	49.00 \$/d	147.00
0 days	nuclear gauge	1 gauge	40.00 \$/d	0.00
0 days	concrete test kit	1 kit	15.00 \$/d	0.00
1 weeks	project manager/project	4 hrs/w	175.00 \$/hr	700.00
	<b>subtotal</b>			<b>\$2,959</b>

### Spring 2021- Punch List work and Extra Work items

10 days	project inspector	8 hrs/d	88.00 \$/hr	7040.00
0 days	overtime	2 hrs/d	129.00 \$/hr	0.00
0 days	Soil and Agg inspector	8 hrs/d	88.00 \$/hr	0.00
10 days	vehicle/truck	1 truck	49.00 \$/d	490.00
0 days	traffic signal and lighting	8 hrs/d	88.00 \$/hr	0.00
0 days	vehicle/truck	1 truck	49.00 \$/d	0.00
0 days	nuclear gauge	1 gauge	40.00 \$/d	0.00
0 days	concrete test kit	1 kit	15.00 \$/d	0.00
2 weeks	project manager/project	8 hrs/w	175.00 \$/hr	2800.00
	<u>Lab Testing</u>			
	standard proctor, aggreg:	0 proctor	175.00 \$/ea	0.00
	concrete cylinders (sets c	0 cylinders	20.00 \$/ea	0.00
	<b>subtotal</b>			<b>\$10,330</b>

### Fall 2021- Final Striping and clean up

7 days	project inspector	8 hrs/d	102.00 \$/hr	5712.00
0 days	overtime	2 hrs/d	129.00 \$/hr	0.00
7 days	vehicle/truck	1 truck	49.00 \$/d	343.00
days	traffic signal and lighting	8 hrs/d	88.00 \$/hr	0.00
days	vehicle/truck	1 truck	49.00 \$/d	0.00
days	nuclear gauge	1 gauge	40.00 \$/d	0.00
days	concrete test kit	1 kit	15.00 \$/d	0.00
2 weeks	project manager/project	8 hrs/w	175.00 \$/hr	2800.00
	<u>Lab Testing</u>			
	standard proctor, aggreg:	0 proctor	175.00 \$/ea	0.00
	concrete cylinders (sets c	0 cylinders	20.00 \$/ea	0.00
	<b>subtotal</b>			<b>\$8,855</b>

### Project closeout-

5 days	project inspector	8 hrs/d	102.00 \$/hr	4080.00
4 weeks	project manager/project	10 hrs/w	175.00 \$/hr	7000.00
	<b>subtotal</b>			<b>\$11,080</b>

**Estimated Total                      \$33,224**





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 67-2021  
**DATE:** September 28, 2021

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### **Subject Matter/Background**

Resolution No. 67-2021 authorizes the City Manager to accept Change Order No. 4 from Smith Paving and Excavating relating to the US Route 6 Paving Program. This change order relates specifically to the additional costs related to the final striping plan adopted by Council on August 10, 2021.

Original Bid Award: \$2,598,617.70  
Change Order No. 1: 55,341.63  
Change Order No. 2: 91,289.27  
Change Order No. 3: 26,045.02  
Change Order No. 4: 200,000.00 (not to exceed)

**Total Project Cost: \$2,971,293.62 (est.)**

### **Financial Review**

The City's Capital Improvement Fund (through manuscript debt approved by Council at the September 14 meeting) and ARPA Funds will cover the cost of this change order.

### **Legal Review**

The matter has been reviewed, follows nor

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 67-2021 is in order.

[Resolution No. 67-2021.doc](#)

**RESOLUTION NO. 67-2021**

Introduced by Trey Hardy

**A RESOLUTION AMENDING RESOLUTION 2020-19, ADOPTED MARCH 10, 2020, AUTHORIZING THE CITY MANAGER TO ACCEPT CHANGE ORDER NO. 4 FROM SMITH PAVING AND EXCAVATING FOR LABOR AND MATERIALS RELATED TO EXPANSION OF THE US ROUTE 6 PAVING PROJECT NO. ERI-6-17.49 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00).**

**WHEREAS**, Council adopted Resolution 2020-19 on March 10, 2020 awarding the bid to Smith Paving and Excavating for labor and materials related to the US Route 6 Paving Project No. ERI-6-17.49 in the amount of Two Million Five Hundred Ninety-Eight Thousand Six Hundred Seventeen and 70/100 (\$2,598,617.70); and

**WHEREAS**, Council adopted Resolution 2020-65 on October 13, 2020 authorizing the City Manager to accept Change Order No. 1 from Smith Paving and Excavating in an amount not to exceed Fifty-Five Thousand Three Hundred Forty-One and 63/100 Dollars (\$55,341.63); and

**WHEREAS**, Council adopted Resolution 40-2021 on July 13, 2021 authorizing the City Manager to accept Change Orders Nos. 2 and 3 from Smith Paving and Excavating in an amount not to exceed One Hundred Seventeen Thousand Three Hundred Thirty-Four and 29/100 Dollars (\$117,334.29).

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** The City Manager shall be, and he hereby is, authorized and directed to accept Change Order Nos. 4 from Smith Paving to reflect the additional labor and materials related to expansion of the US Route 6 Paving Project No. ERI-6-17.49, in an increased amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Change Order No. 4 shall be on file and available for inspection in the office of the Clerk of Council.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

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Sam Artino, Mayor

ATTESTED: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_