

RESOLUTION NO. 2018-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH KS ASSOCIATES FOR THE PROVISION OF ENGINEERING AND SURVEYING SERVICES RELATED TO THE MAINTENANCE DREDGING OF THE HURON BOAT BASIN AT A COST NOT TO EXCEED TWENTY THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$23,200.00)

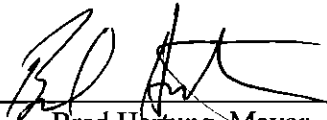
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with KS Associates for the provision of engineering and surveying services relative to Maintenance Dredging of the Huron Boat Basin at a cost not to exceed Twenty Three Thousand Two Hundred and 00/100 Dollars (\$23,200.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto 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 be in full force and effect from and immediately after its adoption.

ATTEST: 
Clerk of Council


Brad Hartung, Mayor

ADOPTED: 10 APR 2018



Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
ksassociates.com

March 5, 2018

City of Huron
417 Main Street
Huron, Ohio 44839
ATTN: Doug Steinwart

**RE: Professional Services Proposal
2018 Maintenance Dredging at the Huron Boat Basin
KS Project #18011**

Dear Mr. Steinwart:

Please accept this proposal for professional engineering and surveying services for the Huron Boat Basin 2018 Maintenance Dredging.

Project Objective

We understand that the City of Huron wishes to perform maintenance dredging at the Huron Boat Basin. In order to accomplish this objective, we recommend the following scope of services.

Phase 1 – Preliminary Survey and Dredge Material Sampling

KS will visit the Huron Boat basin and perform a preliminary survey for the purpose of estimating the dredge material quantities to be included in the permit applications. KS will also obtain four samples of the dredge material and will deliver one representative sample to Test America Inc. for laboratory analysis. The City of Huron will need to contract directly with Test America Inc. for the laboratory testing.

KS will retain the additional three samples for a period of one year in case the U.S. Army Corps of Engineers (USACE) or Ohio Environmental Protection Agency (OEPA) require additional lab testing. The City of Huron will need to contact directly with Test America Inc. for any additional lab testing required by the regulatory agencies.

Phase 2 – Permit Applications

KS will prepare an ENG FORM 4345 application to be submitted to the USACE to request a Letter of Permission for maintenance dredging of up to 10,000 cubic yards per year from the Huron Boat Basin. The application will propose that the dredge material be placed in the open lake disposal area utilized for the USACE dredging of the Huron River. The application package will include permit drawings (depicting the project site plan, cross sections of the dredge area and the disposal location), the dredge material sampling lab test report and preliminary estimates of the quantity of material to be dredged. KS will also prepare an application for an individual 401 Water Quality Certification from the OEPA. The OEPA application will include an application form, lake impacts table, waters delineation report, applicable correspondence, anti-degradation analysis, project mapping, mitigation plan and required supporting documents. The City of Huron will be responsible for OEPA application fees and public notice costs. KS will also prepare an application for a Coastal Consistency Certification from the Ohio Department of Natural Resources.

Phase 3 – Pre-Dredge Survey

KS will perform a hydrographic survey of the entire boat basin prior to the start of dredging. Using the survey data, we will prepare a pre-dredge survey plan with cross-sections, and calculate the estimated dredge quantities available for the purpose of bidding the project.

Phase 4 – Bidding and Construction Phase Services

Once the USACE and OEPA permits are issued, KS will prepare drawings and technical specifications for bidding the dredging project. KS will attend a pre-bid meeting, answer questions and issue addenda (if needed) during the bidding phase. KS will also be available to answer contractor questions or requests for information during construction.

Phase 5 – Post-Dredge Survey

After dredging is complete, KS will perform a hydrographic survey of the entire boat basin again, prepare a post-dredge site plan with cross-sections, and calculate the actual quantity of dredge material removed for payment purposes.

Exclusions

The USACE jurisdiction is assumed to be along the perimeter bulkhead for the Huron Boat Basin (at an elevation of 573.4 feet IGLD 1985). Individual and cumulative impacts to the human environment are also assumed to be minimal. Therefore, a Jurisdictional Determination, Categorical Exclusion, Environmental Assessment and Environmental Impact Statement should not be required and are not included in this scope of services. If these documents are required by the USACE, the OEPA or for project funding, KS can prepare them for an additional fee. A qualified subconsultant will be required for environmental services.

KS does not anticipate that the proposed project will have adverse effects to historic properties. If required by the USACE, KS will prepare a project summary form to be submitted to the USACE to assist with their coordination with the Ohio Historic Preservation Office (pursuant to Section 106 of the Historic Preservation Act). This scope of services does not include historical or archeological investigations, coordination, evaluations or data recovery. If additional historical or archaeological coordination is required, KS can recommend a qualified cultural resources management professional to perform these services under a separate contract.

Timetable

If written authorization is received by April 30, 2018, KS will endeavor to perform the preliminary survey and dredge material sampling within 30 days of receiving a signed contract. KS will prepare the USACE application for submittal within 30 days of completing Phase 1. Timing for submittal of the OEPA application will be dependent on the USACE review of the project. Timing for Phases 3, 4 and 5 will be dependent on issuance of the permits. KS will endeavor to develop the site plans, cross sections and quantity estimates within 2 weeks after performing the Pre-Dredge and Post-Dredge surveys. If written authorization is received after April 30, 2018, KS reserves the right to propose new deadlines.

Doug Steinwart
City of Huron
March 5, 2018
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KS ASSOCIATES

Fee & Standard Conditions

Our fee for the cited scope of services will be as follows:

Phase 1:	\$ 3,000	Lump Sum
Phase 2:	\$ 6,400	Lump Sum
Phase 3:	\$ 3,900	Lump Sum
Phase 4:	\$ 6,000	Lump Sum
Phase 5:	\$ 3,900	Lump Sum

Total Fee \$ 23,200

We will bill monthly for services rendered in accordance with attached Standard Conditions, all of which become a part of this agreement.

In order to initiate these services, please have a properly authorized person sign the document below and return it to me. If you have any questions or comments, please call me at (440) 365-4730 Ext. 331 or email to cencerm@ksassociates.com.

Sincerely,

KS ASSOCIATES, INC.



Mark Cencer, P.E.
Director of Coastal Engineering

This proposal is hereby accepted by:

City of Huron
417 Main Street
Huron, Ohio 44839

Authorized Signature

Date

Printed Authorized Signature

Attachment A – Standard Conditions

Cc: Lynn S. Miggins, P.E., President, KS Associates, Inc.
Mark B. Skellenger, P.E., Vice President, KS Associates, Inc.
Project File / Billing File

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STANDARD CONDITIONS

Fee

The total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded 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 be invoiced at cost with no markup.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at KS'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. KS shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and KS shall have no liability for any resultant delays or damages incurred by the 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 but not limited to reasonable attorney's fees.

Standard of Care

In providing services under this Agreement, KS 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. KS will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of KS's part of the Project. Regardless of any other term or condition of this Agreement, KS 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 KS 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.

Unforeseeable Conditions

A condition is unforeseeable if concealed or is not capable of investigation by reasonable visual observation. If KS has reason to believe that such 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 due cause of action in favor of a third party notification, or (2) KS has no reason to believe that such a condition exists, KS shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

KS shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Client shall inform KS of any potentially hazardous condition prior to KS performing the services.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold KS 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. KS further agrees to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and KS, the Client agrees, to the fullest extent permitted by law, to limit KS'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 amount of KS's actual fee charged to the client, or another amount agreed upon in writing and signed by both parties.

Termination of Services for Convenience

This Agreement may be terminated upon written notice by the Client for its convenience. In the event of termination, the Client shall pay KS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Termination of Services for Default

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 KS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

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

