

## MINUTES OF MEETING HELD JANUARY 18, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-01-18-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held December 14, 2021.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-01-18-02:** Motion was made by Mr. Loree to approve and pay all bills and payroll due.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-01-18-03:** Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.  
Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD JANUARY 18, 2022

**RESOLUTION 22-01-18-04:** Motion was made by Mr. Rogers to approve the attached proposal from Julian & Grube for consulting services from January 24, 2022, through December 31, 2022, in the amount of \$4,800.00 from Appropriation Line 5101-539-341-0001.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	


There were no Petitions to review.

There was no New Business.

**RESOLUTION 22-01-18-05:** Motion was made by Mr. Dockry to adjourn at 2:14 p.m.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
\_\_\_\_\_  
Keith Rogers  
President  
\_\_\_\_\_  
Mr. Michael Dockry  
Secretary





Serving Ohio  
Local Governments

**JG** | Julian  
& Grube

## ADVISORY PROPOSAL

Ongoing Advisory Services

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ABC Water and Storm Water District



- Act as a liaison between the District and its contracted auditors. J&G will assist the District in understanding any recommendations that result from the annual audit, and will also assist in developing responses, if applicable. J&G will also assist in creating a plan to eliminate these recommendations for future audits.
- Review "unaudited" financial statements and federal schedule (if applicable) prior to being submitted to the Hinkle System.

#### **The District's responsibilities:**

- Allow J&G access to all District personnel (via video chat or phone call) when necessary, to respond to the District's inquiries.
- Provide all information requested by J&G to assist in fulfilling the District's requests.
- Provide J&G with access to the District's accounting records and facilities, as needed.
- Assume all management responsibilities related to the services provided. This includes assuming responsibility for the advice provided by J&G; assuming responsibility for identifying and ensuring the District is compliant with laws and regulations it must adhere to; and assuming responsibility for identifying and detecting fraud and errors within the District.

#### **Contract Period**

We anticipate a start date for these services to begin by January 24, 2022 and conclude December 31, 2022. At the expiration of this period, J&G will provide the District the option to renew for another year. Upon a 30-day written notice (email notice is acceptable), the District may terminate this contract for any reason. In the event of such termination, J&G shall be compensated at the contractually agreed-upon rate for all work done to the date of such notice.

#### **J&G Employees**

The employees of J&G are not public employees for the purpose of the Ohio Public Employees Retirement System of Ohio (OPERS), the Ohio Police and Fire Pension Fund (OP&F), the State Teachers Retirement System (STRS), and the School Employees Retirement System (SERS).

#### **Professional Fees**

Our professional fees to provide ongoing advisory services will be at a fixed monthly rate of \$400. You will not be billed hourly for phone calls, meetings, emails, or any items you request us to research on your behalf. This is all included. Invoices will be provided monthly. This monthly rate includes all expenses: i.e., you **will not** be billed additional amounts for any out-of-pocket or travel charges we incur. If you prefer to be billed annually, one invoice for the entire contract term will be provided at the commencement of services for the total cost of \$4,800. The District has the option on page four to choose **monthly** billing or **annual** billing. Please make one selection.

Our professional fees to provide virtual internal audit services will be at an hourly rate of \$100 and will be in addition to the ongoing advisory services. All internal audit projects will be agreed to by the District and J&G, including the estimated number of hours each project will take. If the estimated number of hours will be exceeded, J&G will communicate this with the District, and will continue with the project only after the District approves the additional hours. Approval does not need to be in writing but can be verbal. The District will be billed for these services at the completion of each project, unless an alternative billing structure is agreed to by the District and J&G.

As a complement to this service, the District will be provided a discount on training fees. J&G will assist in trainings to employees over any relevant topic agreed to by the District and J&G. The cost for these trainings will be \$500 per training for in-person trainings and \$400 per training for virtual trainings. No separate contract will be entered.

Should the District desire additional accounting or advisory services beyond the scope of this contract, a separate agreement will be issued that details the scope of the additional services and the estimated fee.

Mr. Jason Loree, Board Member  
Mr. Michael Dockry, Board Member  
Mr. Keith Rogers, Board Member  
ABC Water and Storm Water District  
Page 3

We greatly appreciate the opportunity to be of assistance to the ABC Water and Storm Water District. The terms as stated in this proposal will remain open until January 24, 2022. Should you have any questions please contact me at 614-846-1899. Thank you again.

Very truly yours,

*Julian & Grube, Inc.*

Julian & Grube, Inc.

Mr. Jason Loree, Board Member  
Mr. Michael Dockry, Board Member  
Mr. Keith Rogers, Board Member  
ABC Water and Storm Water District  
Page 4

We accept your proposal to provide the above-mentioned advisory services to the ABC Water and Storm Water District. The District chooses the following billing arrangement for the ongoing advisory services:

<u>Monthly:</u>	
<u>Annually:</u>	4800.00

  
\_\_\_\_\_  
Board Member  
ABC Water and Storm Water District

1-18-2022  
\_\_\_\_\_  
Date

## MINUTES OF MEETING HELD FEBRUARY 15, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-02-15-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held January 18, 2022.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-02-15-02:** Motion was made by Mr. Loree to approve and pay all bills and payroll due.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-02-15-03:** Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	



## MINUTES OF MEETING HELD FEBRUARY 15, 2022

**RESOLUTION 22-02-15-04:** Motion was made by Mr. Loree to approve the attached agreement from Clemans, Nelson & Associates, Inc. effective immediately at the rates stated in the agreement from Appropriation Line Items 5101-539-341-0001 and 5101-539-341-0002.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

There were no Petitions to review.

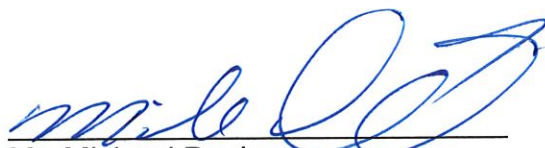
There was no New Business.

**RESOLUTION 22-02-15-05:** Motion was made by Mr. Dockry to adjourn at 2:15 p.m.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
\_\_\_\_\_  
Keith Rogers  
President

  
\_\_\_\_\_  
Mr. Michael Dockry  
Secretary

## MANAGEMENT CONSULTANT AGREEMENT

The ABC Water and Stormwater District hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., hereinafter called the "Consultant," shall hereby agree to the following terms and conditions for a period of one (1) year commencing on the date of execution written below, subject to renewal or termination by the parties as provided herein.

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants, and agrees to perform in the following manner, to wit:

Provide to the Client on a priority basis such management and/or fiscal consulting services in labor, employment, and other areas as might be requested throughout the duration of this Agreement.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month for a period of one (1) year from the effective date of this contract to cover brief telephone consultation as provided below, and to pay the Consultant at the applicable rates for professional services:

Consultant / Analyst.....	\$140.00 per hour
Senior Consultant .....	\$155.00 per hour
Manager.....	\$170.00 per hour
Director / Vice President / President.....	\$185.00 per hour

In the event that either Boardman Township, Austintown Township or Canfield Township elects to maintain their existing retainer agreement with the Consultant including the monthly service cost (i.e. ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month referenced previously), then such monthly retainer cost with the ABC Water and Stormwater District shall be waived for so long as a retainer between the Consultant and either Boardman Township, Austintown Township or Canfield Township remains in effect. Should all the retainers be discontinued between the Townships mentioned herein and the Consultant, the normal monthly cost referenced previously would be applicable beginning with the first month following termination.

Actual clock hours shall include only those hours spent in consultation and those hours of work integral to such consultation, including but not limited to preparation, research,

analysis, writing, advice, and meetings with or on behalf of the Client. The parties may also agree on a flat fee for training or other special consulting projects. The Consultant will not charge the Client an hourly rate for portal-to-portal travel time. A minimum of four (4) hours will be billed for each on-site visit by the Consultant. No professional service hours shall be charged for brief telephone consultations requiring no in-office or on-site follow-up.

The Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the Consultant's headquarters or a regional office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. The Consultant is not a law firm and this Agreement does not create an attorney/client relationship.

This Agreement shall automatically be renewed for successive one (1) year periods on its anniversary date unless either party provides written notice to the other party, during the last thirty (30) days of any annual contract period, of their desire to terminate the Agreement. The Client shall be notified in writing, not less than sixty (60) days prior to the anniversary date of the Agreement, of any general increase in the Consultant's rates, which shall not become effective until the effective date the contract renews or the date a new contract is signed.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

#### CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13:

By signing this Agreement, the undersigned representative of Clemans, Nelson & Associates, Inc. certifies on behalf of the Consultant corporation that all of the following persons, if applicable, are in compliance with applicable provisions of division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials of any Ohio political subdivision with whom the Consultant is hereby contracting:

- A. each owner of more than twenty percent of the corporation or business trust;



- B. each spouse of each owner of more than twenty percent of the corporation or business trust.

The undersigned authorized representative of the Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that the Client and the Consultant enter into this Agreement. If the Consultant's representative or any Officer of the Consultant becomes aware of noncompliance with O.R.C. Section 3517.13(J) between the time the Consultant's representative signs this Agreement and the time the Client fully executes and enters into this Agreement, the Consultant shall so notify the Client – and unless and until the Client receives such notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand as of the 15<sup>th</sup> day of February, 2022 (date of execution).

ABC WATER AND STORMWATER  
DISTRICT

CLEMANS, NELSON &  
ASSOCIATES, INC.

  
\_\_\_\_\_  
Jason Lorce, Board Member

  
\_\_\_\_\_  
Robin L. Bell, Director

APPROVED AS TO FORM

\_\_\_\_\_  
Legal Counsel for ABC Water and  
Stormwater District

## CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

  
Fiscal Officer ~~Agent~~

2-15-2022  
Date



## MINUTES OF MEETING HELD MARCH 24, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-03-24-01:** Motion was made by Mr. Dockry to approve the Minutes of the Regular Meeting held February 15, 2022.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-02:** Motion was made by Mr. Dockry to approve and pay all bills and payroll due.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-03:** Motion was made by Mr. Dockry to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD MARCH 24, 2022

**RESOLUTION 22-03-24-04:** Motion was made by Mr. Dockry to approve the Public Entities Pool of Ohio insurance proposal for \$2,401.00 commencing April 3, 2022 through April 2, 2023 from Appropriation Lines 5101-539-350-0001, 5101-539-350-0002, and 5101-539-350-0003.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-05:** Motion was made by Mr. Dockry to approve the final 2022 appropriations of \$1,369,672.66 as attached to the minutes.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-06:** Motion was made by Mr. Dockry to approve the attached work authorization for general services from CT Consultants for \$20,000.00 for Canfield from line-item expense number 5101-539-346-0002.

Seconded by Mr. Loree

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-07:** Motion was made by Mr. Dockry to adopt the Whistleblower Policy as attached to these minutes.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD MARCH 24, 2022

**RESOLUTION 22-03-24-08:** Motion was made by Mr. Dockry to approve the attached Work Authorization from CT Consultants in the amount not to exceed \$5,495.00 to hire Lawhon & Associates for Phase 1 H/A Survey from line item expense # 5101-539-349-0001

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-09:** Motion was made by Mr. Dockry to approve the attached Work Authorization from CT Consultants in the amount not to exceed \$27,700.00 from line item expense # 5101-539-349-0001 to install, maintain, and review/manage all data for thirteen (13) ABC owned flood meters and four (5) HyFi level sensors for a 3-month period.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-03-24-10:** Motion was made by Mr. Dockry to approve tree removal and stump grinding at Homestead Drive based on the attached proposal from Davey Tree Expert Company, 106 South Meridian Road, Youngstown, Ohio, for \$32,486.03 from line item expense #5101-559-430-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD MARCH 24, 2022

**RESOLUTION 22-03-24-11:** Motion was made by Mr. Dockry to award, based on the recommendation from the Districts Engineers at CT Consultants, the Bid for the Wildwood and Ewing Storm Improvements to Utility Contract Inc. of Youngstown Ohio, based on the bid tabulation sheet provided for the Base Bid of \$140,919.00 and Alternative 1 Ewing Erosion Protection at \$20,936.00, Alternative 3 Ewing Dam Removal at \$6,800.00, and Alternative 5 Ewing Crossing Repair at \$4,700.00 from line item expense #5101-559-430-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	


There were no Petitions to review.

There was no New Business.

**RESOLUTION 22-03-24-12:** Motion was made by Mr. Dockry to adjourn at 2:24 p.m.

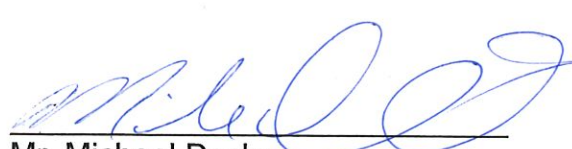
Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	



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Keith Rogers  
President



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Mr. Michael Dockry  
Secretary



**ABC Budget Worksheet  
2022**

Account Code	Account Name	Appropriation 2022
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office	\$46,666.66
5101-531-211-0000	Ohio Public Employees Retirement System	\$9,000.00
5101-531-213-0000	Medicare	\$641.66
5101-531-225-0000	Workers' Compensation	\$1,514.34
5101-539-252-0001	Travel and Transportation{BOARDMAN}	\$500.00
5101-539-252-0002	Travel and Transportation{CANFIELD}	\$500.00
5101-539-321-0000	Telephone	\$150.00
5101-539-322-0001	Postage{BOARDMAN}	\$1,000.00
5101-539-322-0002	Postage{CANFIELD}	\$50.00
5101-539-322-0006	Postage{AUSTINTOWN}	\$0.00
5101-539-325-0001	Advertising{BOARDMAN}	\$1,000.00
5101-539-325-0002	Advertising{CANFIELD}	\$60.00
5101-539-325-0003	Advertising{REIMBURSEMENT AUSTINTOWN}	\$0.00
5101-539-325-0006	Advertising{AUSTINTOWN}	\$0.00
5101-539-341-0001	Accounting and Legal Fees{BOARDMAN}	\$35,000.00
5101-539-341-0002	Accounting and Legal Fees{CANFIELD}	\$22,000.00
5101-539-341-0006	Accounting and Legal Fees{AUSTINTOWN}	\$0.00
5101-539-342-0000	Auditing Services	\$16,000.00
5101-539-343-0000	Uniform Accounting Network Fees	\$622.00
5101-539-344-0001	Tax Collection Fees{BOARDMAN}	\$1,400.00
5101-539-344-0002	Tax Collection Fees{CANFIELD}	\$1,400.00
5101-539-346-0001	Engineering Services{BOARDMAN}	\$50,000.00
5101-539-346-0002	Engineering Services{CANFIELD}	\$55,000.00
5101-539-349-0001	Other - Professional and Technical Services{BOARDMAN}	\$80,000.00
5101-539-349-0002	Other - Professional and Technical Services{CANFIELD}	\$20,000.00
5101-539-349-0006	Other - Professional and Technical Services{AUSTINTOWN}	\$0.00
5101-539-350-0001	Insurance and Bonding Services{BOARDMAN}	\$750.00
5101-539-350-0003	Insurance and Bonding Services{REIMBURSEMENT AUSTINTOWN}	\$0.00
5101-539-351-0002	Insurance and Bonding{CANFIELD}	\$750.00
5101-539-391-0001	Dues and Fees{BOARDMAN}	\$500.00
5101-539-391-0002	Dues and Fees{CANFIELD}	\$418.00
5101-539-410-0001	Office Supplies and Materials{BOARDMAN}	\$1,500.00
5101-539-410-0002	Office Supplies and Materials{CANFIELD}	\$500.00
5101-539-540-0001	Machinery, Equipment and Furniture{BOARDMAN}	\$500.00
5101-539-540-0002	Machinery, Equipment and Furniture{CANFIELD}	\$1,000.00
5101-539-600-0001	Other{BOARDMAN}	\$1,000.00
5101-539-600-0002	Other{CANFIELD}	\$2,000.00
5101-539-600-0006	Other{AUSTINTOWN}	\$0.00
5101-539-610-0001	Deposits Refunded{BOARDMAN}	\$0.00
5101-539-610-0002	Deposits Refunded{CANFIELD}	\$1,000.00
5101-559-430-0001	Repairs and Maintenance{BOARDMAN}	\$350,000.00
5101-620-430-0001	Repairs and Maintenance{BOARDMAN}	\$0.00
5101-620-430-0002	Repairs and Maintenance{CANFIELD}	\$100,000.00
5101-640-500-0001	Capital Outlay{BOARDMAN}	\$50,000.00
5101-640-500-0002	Capital Outlay{CANFIELD}	\$0.00
5101-640-590-0000	Other - Capital Outlay	\$0.00
5101-640-640-0001	Payment to Another Political Subdivision{BOARDMAN}	\$250,000.00
5101-640-640-0002	Payment to Another Political Subdivision{CANFIELD}	\$50,000.00
5101-730-510-0001	Land and Land Improvements{BOARDMAN}	\$5,000.00
5101-730-510-0002	Land and Land Improvements{CANFIELD}	\$0.00
5101-800-560-0007	Utility Distribution Systems{LOCH HEATH}	\$50,000.00
5101-800-560-0009	Utility Distribution Systems{PEBBLE BEACH}	\$0.00
5101-800-560-0010	Utility Distribution Systems{CRANBERRY RUN}	\$100,000.00
5101-800-560-0011	Utility Distribution Systems{INDIAN RUN BOARDMAN}	\$50,000.00
5101-800-560-0012	Utility Distribution Systems{INDIAN RUN CANFIELD}	\$11,250.00
5101-850-710-0001	Principal{BOARDMAN}	\$0.00
5101-850-710-0002	Principal{CANFIELD}	\$0.00
5101-850-720-0009	Interest{PEBBLE BEACH}	\$0.00
5101-850-720-0010	Interest{CRANBERRY RUN}	\$1,000.00
5101-850-790-0001	Other - Debt Service{BOARDMAN}	\$0.00
5101-850-790-0002	Other - Debt Service{CANFIELD}	\$0.00
5701-599-346-0001	Engineering Services{BOARDMAN}	\$0.00
5701-800-560-0001	Utility Distribution Systems{BOARDMAN}	\$0.00



**ABC District 5/19/2020 Purposed Appropriations  
Boardman Appropriations Lines**

Account Code	Account Name	Final Appropriation
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office	\$30,000.00
5101-531-211-0000	Ohio Public Employees Retirement System	\$5,000.00
5101-531-213-0000	Medicare	\$400.00
5101-531-225-0000	Workers' Compensation	\$800.00
5101-539-321-0000	Telephone	\$50.00
5101-640-590-0000	Other - Capital Outlay	\$0.00
Sub-Total		\$36,250.00
5101-539-252-0001	Travel and Transportation{BOARDMAN}	\$500.00
5101-539-322-0001	Postage{BOARDMAN}	\$1,000.00
5101-539-325-0001	Advertising{BOARDMAN}	\$1,000.00
5101-539-341-0001	Accounting and Legal Fees{BOARDMAN}	\$35,000.00
5101-539-342-0000	Auditing Services	\$15,000.00
5101-539-343-0000	Uniform Accounting Network Fees	\$311.00
5101-539-344-0001	Tax Collection Fees{BOARDMAN}	\$1,400.00
5101-539-346-0001	Engineering Services{BOARDMAN}	\$50,000.00
5101-539-349-0001	Other - Professional and Technical Services{BOARDMAN}	\$80,000.00
5101-539-350-0001	Insurance and Bonding Services{BOARDMAN}	\$750.00
5101-539-391-0001	Dues and Fees{BOARDMAN}	\$500.00
5101-539-410-0001	Office Supplies and Materials{BOARDMAN}	\$1,500.00
5101-539-540-0001	Machinery, Equipment and Furniture{BOARDMAN}	\$500.00
5101-539-600-0001	Other{BOARDMAN}	\$1,000.00
5101-539-610-0001	Deposits Refunded{BOARDMAN}	\$0.00
5101-559-430-0001	Repairs and Maintenance{BOARDMAN}	\$350,000.00
5101-620-430-0001	Repairs and Maintenance{BOARDMAN}	\$0.00
5101-640-500-0001	Capital Outlay{BOARDMAN}	\$50,000.00
5101-640-640-0001	Payment to Another Political Subdivision{BOARDMAN}	\$250,000.00
5101-730-510-0001	Land and Land Improvements{BOARDMAN}	\$5,000.00
5101-800-560-0007	Utility Distribution Systems{LOCH HEATH}	\$50,000.00
5101-800-560-0010	Utility Distribution Systems{CRANBERRY RUN}	\$100,000.00
5101-800-560-0011	Utility Distribution Systems{INDIAN RUN BOARDMAN}	\$50,000.00
5101-850-710-0001	Principal{BOARDMAN}	\$0.00
5101-850-720-0010	Interest{CRANBERRY RUN}	\$1,000.00
5101-850-790-0001	Other - Debt Service{BOARDMAN}	\$0.00
5701-599-346-0001	Engineering Services{BOARDMAN}	\$0.00
5701-800-560-0001	Utility Distribution Systems{BOARDMAN}	\$0.00
		\$1,080,711.00

**ABC District 5/19/2020 Purposed Appropriations  
Boardman Appropriations Lines**

Account Code	Account Name	Final Appropriation
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office	\$8,333.33
5101-531-211-0000	Ohio Public Employees Retirement System	\$2,000.00
5101-531-213-0000	Medicare	\$120.83
5101-531-225-0000	Workers' Compensation	\$357.17
5101-539-321-0000	Telephone	\$50.00
5101-640-590-0000	Other - Capital Outlay	\$0.00
Sub-Total		<u>\$10,861.33</u>
5101-539-322-0006	Postage{AUSTINTOWN}	0
5101-539-325-0003	Advertising{REIMBURSEMENT AUSTINTOWN}	0
5101-539-325-0006	Advertising{AUSTINTOWN}	0
5101-539-341-0006	Accounting and Legal Fees{AUSTINTOWN}	0
5101-539-342-0000	Auditing Services	0
5101-539-343-0000	Uniform Accounting Network Fees	0
5101-539-349-0006	Other - Professional and Technical Services{AUSTINTOWN}	0
5101-539-350-0003	Insurance and Bonding Services{REIMBURSEMENT AUSTINTOWN}	0
5101-539-600-0006	Other{AUSTINTOWN}	0
		<u>0</u>
		<u><u>\$10,861.33</u></u>

**ABC District 5/19/2020 Purposed Appropriations  
Canfield Appropriations Lines**

Account Code	Account Name	Final Appropriation
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office	\$8,333.33
5101-531-211-0000	Ohio Public Employees Retirement System	\$2,000.00
5101-531-213-0000	Medicare	\$120.83
5101-531-225-0000	Workers' Compensation	\$357.17
5101-539-321-0000	Telephone	\$50.00
5101-640-590-0000	Other - Capital Outlay	\$0.00
Sub-Total		\$10,861.33
5101-539-252-0002	Travel and Transportation{CANFIELD}	\$500.00
5101-539-322-0002	Postage{CANFIELD}	\$50.00
5101-539-325-0002	Advertising{CANFIELD}	\$60.00
5101-539-341-0002	Accounting and Legal Fees{CANFIELD}	\$22,000.00
5101-539-342-0000	Auditing Services	\$1,000.00
5101-539-343-0000	Uniform Accounting Network Fees	\$311.00
5101-539-344-0002	Tax Collection Fees{CANFIELD}	\$1,400.00
5101-539-346-0002	Engineering Services{CANFIELD}	\$55,000.00
5101-539-349-0002	Other - Professional and Technical Services{CANFIELD}	\$20,000.00
5101-539-351-0002	Insurance and Bonding{CANFIELD}	\$750.00
5101-539-391-0002	Dues and Fees{CANFIELD}	\$418.00
5101-539-410-0002	Office Supplies and Materials{CANFIELD}	\$500.00
5101-539-540-0002	Machinery, Equipment and Furniture{CANFIELD}	\$1,000.00
5101-539-600-0002	Other{CANFIELD}	\$2,000.00
5101-539-610-0002	Deposits Refunded{CANFIELD}	\$1,000.00
5101-620-430-0002	Repairs and Maintenance{CANFIELD}	\$100,000.00
5101-640-500-0002	Capital Outlay{CANFIELD}	\$0.00
5101-640-640-0002	Payment to Another Political Subdivision{CANFIELD}	\$50,000.00
5101-730-510-0002	Land and Land Improvements{CANFIELD}	\$0.00
5101-800-560-0009	Utility Distribution Systems{PEBBLE BEACH}	\$0.00
5101-800-560-0012	Utility Distribution Systems{INDIAN RUN CANFIELD}	\$11,250.00
5101-850-710-0002	Principal{CANFIELD}	\$0.00
5101-850-720-0009	Interest{PEBBLE BEACH}	\$0.00
5101-850-790-0002	Other - Debt Service{CANFIELD}	\$0.00
		\$278,100.33

Stormwater conference?

too much in Engineering needed to put some in for profe

ssional and technical for the general services for CT



**ABC District**  
**1st Half Revenues as of May 5th 2022**

Community	ABC ERU Collections	Community Funded
Austintown	\$ -	\$ 15,000.00
Boardman	\$ 617,555.33	\$ -
Canfield	\$ 149,746.06	\$ -
Total	\$ 767,301.39	\$ 15,000.00

**Notes:**

Revenues are collected by an ERU Fee twice a year.  
Austintown does not collect and ERU fee and pays the  
District directly.

# Work Authorization



Name: ABC Water and Storm District Date: 03/07/2022 wa no.:  
Attn: Keith Rogers, Board Member  
Phone: 330-533-4239 E-mail: keith@canfieldtwonship.org  
Fax: Web address: <http://www.abcwatdistrict.com/>

Project Title: General Services – Continuous Utility Fee Support for Canfield Township  
Project Description: General Engineering and Administrative Services. See attached scope. Canfield Tasks Only.

Project Location: Canfield Township  
Invoicing Instructions: CT services billed hourly not to exceed \$20,000.00.

**NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.**

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner Keith Rogers / ABC District CT CONSULTANTS, INC.  
By [Signature] Mark Delisio P.E.  
Authorized Signature Mark Delisio, P.E.  
Date Accepted 3-24-2022 Date 3/7/2022

Please sign and return one copy to our office.

# Work Authorization



ABC Water & Stormwater District  
Work Authorization 03/07/2022  
General Services – Continuous Utility Fee Support

## SCOPE:

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board. May include minor hydraulic analysis or project scoping, sketches, cost estimating, and funding advisement or assistance.
5. Develop in-kind services proposals and coordinate with fee payers upon request.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

RESOLUTION NO. 22-03-24-07

ABC Water and Storm Water District  
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District (the "District"), Mahoning County, Ohio met in regular session, pursuant to notice, on the 15<sup>th</sup> day of March, 2022 at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Michael Dockry, Mr. Jason Loree and

Mr. Keith Rogers  
Mr. Michael Dockry moved the adoption of the following Resolution.

**BE IT RESOLVED** by the Board of Trustees of the ABC Water and Storm Water District:

1. The District Board of Trustees adopts and approves the Whistleblower Policy, as presented, attached hereto as **Exhibit A**, and further directs that the Policy shall be distributed to all current District employees, as well as any new District employees upon their hiring.
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Mr. Jason Loree moved to second the above.

As to the above, vote resulting as follows:

Keith Rogers

AYE

Michael Dockry

AYE

Jason Loree

AYE

Adopted the <sup>24<sup>th</sup></sup> 15<sup>th</sup> day of March, 2022.

Keith Rogers

Michael Dockry

Jason Loree

Attest:

Secretary, Board of Trustees



## **EXHIBIT A**

### **WHISTLEBLOWER POLICY**

The ABC Water and Stormwater District (herein, the "District") is a regional district formed and operating pursuant to Chapter 6119 of the Ohio Revised Code.

Pursuant to this policy, the District may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross management of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule or regulation related to a federal contract or grant. A list of persons or entities referenced herein includes the following:

- a) A member of Congress or a representative of a committee of Congress
- b) An Inspector General
- c) The Government Accountability Office
- d) A Treasury employee responsible for contract or grant oversight or management
- e) An authorized official of the Department of Justice or other law enforcement agency
- f) A court or grand jury, or
- g) A management official or other employee of the District, or other contractor or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

This Policy shall be distributed to all employees of the District upon its adoption by the Board, including any revisions thereto, as well as presented to all new employees upon their hiring.

# work authorization



name: ABC Water and Stormwater District  
8299 Market Street  
Boardman, OH 44512

date: 3/2/2022

wa no.:

attn: Jason Loree, President ABC

phone: 330-726-4177 e-mail: jlore@boardmantwp.com

fax: 330-726-4175 web address: http://www.abcwatdistrict.com/

project title: Phase 1 History/Architecture Survey for the Market Street Elementary School

project description: Authorization for CT Consultants to hire Lawhon & Associates for Phase I H/A Survey

project location: Township of Boardman

invoicing instructions: Fixed Lump Sum

*NOT TO EXCEED \$5495.00*

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER. THIS AUTHORIZATION IS PURSUANT TO THE MASTER SERVICES AGREEMENT BETWEEN THE ABC WATER AND STORMWATER DISTRICT AND CT CONSULTANTS INC RECEIVED BY THE DISTRICT ON 11/7/17.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

CT CONSULTANTS, INC.

By

Authorized Signature

Mark Delisio, P.E.

Date

Accepted

3-24-2022

Date

2022.03.04

Please sign and return one copy to our office.

# work authorization



ABC Water & Stormwater District  
Work Authorization 3/2/2022  
Phase I History/Architecture Survey for Market Street Elementary School

## SCOPE:

1. L&A will determine eligibility for the National Register of Historic Places (NRHP) for Market Street Elementary School.
2. Tasks include a literature review for any previously identified history/architecture resources within or adjacent to the study area. Maps, atlases, reports, and other records will be studied.
3. A History/Architecture Area of Potential Effect (APE) will be determined.
4. Any resource, at least 50 years old, within the APE will be evaluated for eligibility for inclusion in the NRHP, either individually or as part of a district.
5. L&A will complete a report of findings including the literature review, fieldwork results, mapping, and recommendations. Report will be submitted electronically.

## FEE:

CT will hire Lawhon & Associates (L&A) as a sub-consultant to perform the following work for \$5,495.

## SCHEDULE:

Project schedule is anticipated to have fieldwork complete within 4 weeks of notice to proceed and completed report within 8 weeks of notice to proceed.

# Work Authorization



Name: ABC Water and Storm District Date: 3/8/2022 wa no.:  
Attn: Jason Loree, Board Member  
Phone: 330-726-4177 E-mail: jlore@boardmantwp.com  
Fax: 330-726-4175 Web address: <http://www.abcwatdistrict.com/>

Project Title:  
ABC 2022 Flow Monitoring Services

Project Description:  
CT will install, maintain, and review/manage all data for the thirteen (12) ABC owned flow meters and four (5) HyFi level sensors for a 3-month period.

Project Location:  
Boardman Township

Invoicing Instructions:  
CT Hourly not to exceed \$27,700.00.

**NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.**

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner ABC Water & Storm Water District CT CONSULTANTS, INC.  
By [Signature] Mark Delisio P.E.  
Authorized Signature Mark Delisio, P.E.  
Date Accepted 3-24-2022 Date 3/14/2022

Please sign and return one copy to our office.



# Work Authorization



ABC Water & Stormwater District  
Work Authorization for ABC Flow Monitoring Services 3/8/2022

## Scope:

CT will perform all field and data management related work for the eight (8) AV meters and four (4) ULS meters purchased by the District from Hach as well as the five (5) ULS meters provided by HyFi. All work outlined here is for three (3) months of metering. Work included in this contract is summarized below:

### **Installation of Equipment**

CT will program, calibrate, and install all monitoring equipment at the predetermined locations. Each installation will have a site report that will include all site and equipment details as well as photos of the site and installed equipment.

CT will coordinate for assistance by the Township Roads Department for installation of sensors which require modifications to existing sites, such as lock boxes to secure data loggers.

### **Maintenance of Equipment**

CT will plan to visit each site one (1) time each month to perform maintenance and check calibration. Visits will include level calibration, battery, and desiccant checks as well as cleaning of the sensor. Batteries and desiccant will be changed during these visits if necessary.

If an irregularity appears in the data or a meter stops calling into CT's server before a planned maintenance visit, an emergency maintenance visit may be made to investigate and correct the issue.

At the end of the 3-month monitoring period, all equipment at temporary locations will be removed, cleaned, and returned to District.

### **Data Management**

Data will be uploaded wirelessly to CT's server and hosted by CT's DCS program. QAQC of raw data will be performed monthly by an engineer of all level, velocity, and flow data. Raw data will be corrected when appropriate based on level calibrations or field observations.

All raw, filtered, and validated data and installation reports will be available to view or download via DCS Web Access. A login name and password will be provided once meters are installed.

### **HyFi Sensor Setup & Coordination**

Hyfi has agreed to lend ABC meters in return for feedback to be provided by CT Consultants related to installation, data transmittance, maintenance correspondence, and data quality. CT's fee includes unit

# Work Authorization



costs for assisting with maintaining, and QAQC of data for the ULS meters being supplied by HyFi. These costs are the same as the ULS meters being purchased by the District. However, there are additional efforts associated with these meters since they are a new prototype being supplied to the District on a test trial basis. These additional efforts will primarily include on-going coordination with HyFi reps and the setup of API web service access.

## Project Management

Effort will be necessary to manage the project, attend project meetings, coordinate with Township staff manage meter locations in the event that any meters are relocated.

### Fee:

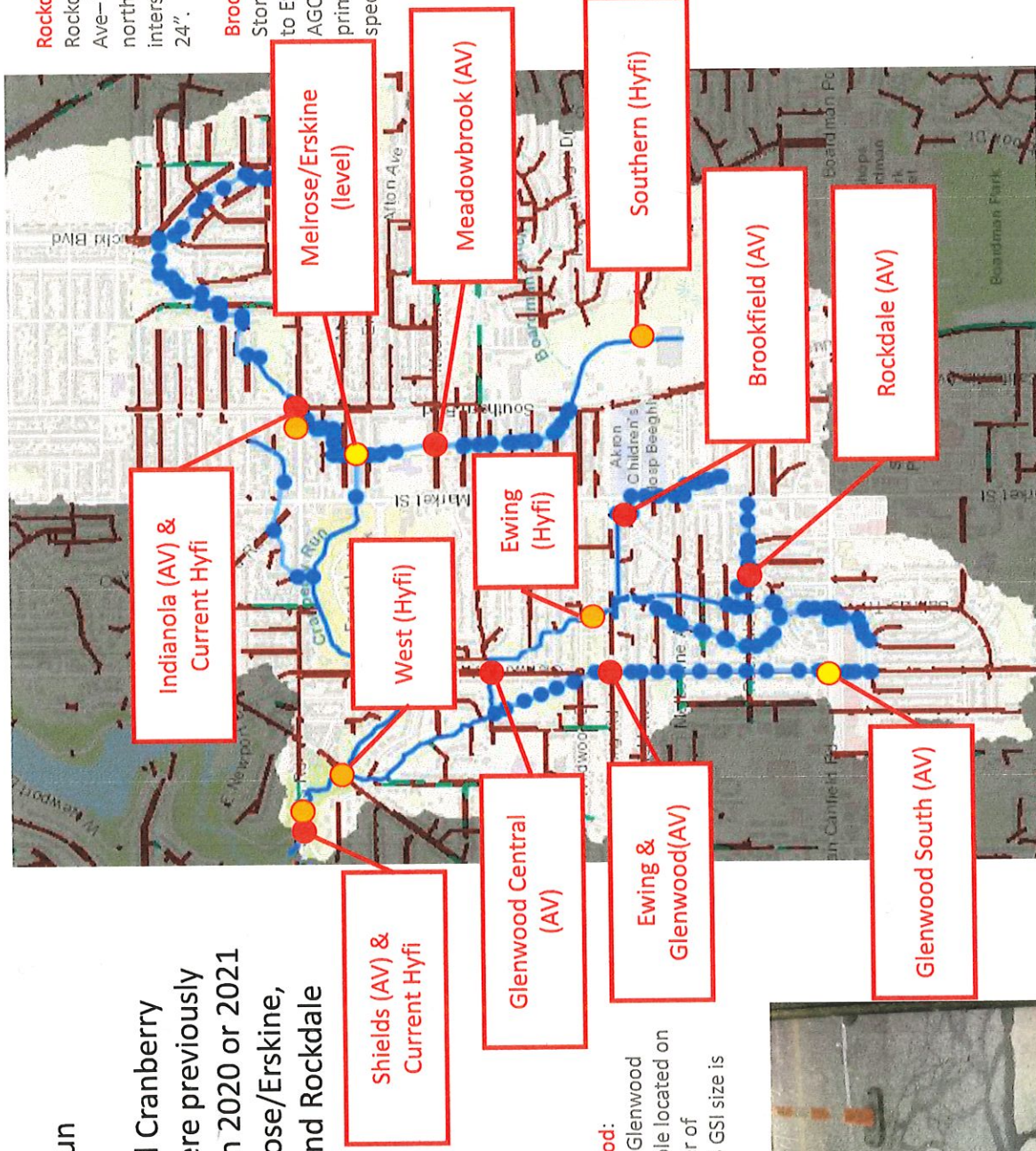
Battery Costs	\$	500.00
Investigation	\$	1,600.00
Installation	\$	8,900.00
Collection & Maintenance	\$	10,800.00
QC & Data Management	\$	4,300.00
Project Management	\$	1,600.00
<hr/>		
Total	\$	27,700.00

The project will be billed hourly not-to-exceed the amount of **\$27,700.00**. If desired by the District an additional work authorization can be provided to extend services on a monthly basis.



## Cranberry Run

All proposed Cranberry Run sites were previously monitored in 2020 or 2021 except Melrose/Erskine, Brookfield and Rockdale



**Ewing & Glenwood:**  
Ewing Drive and Glenwood Ave— The manhole located on southwest corner of intersection. RSS GSI size is 42".



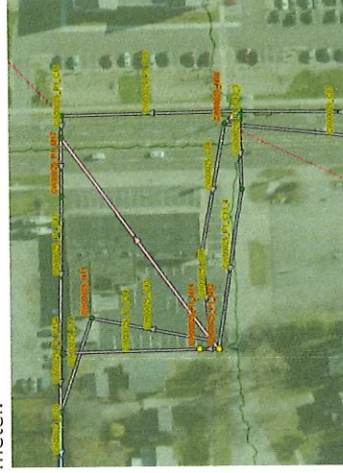
### Rockdale:

Rockdale Ave and Amherst Ave— The manhole located on northeast corner of intersection. RSS GSI size is 24".



### Brookfield:

Storm flow from Market Street to Ewing. Flow divider seen on AGOL, field confirm path of primary flow to determine specific flow meter.



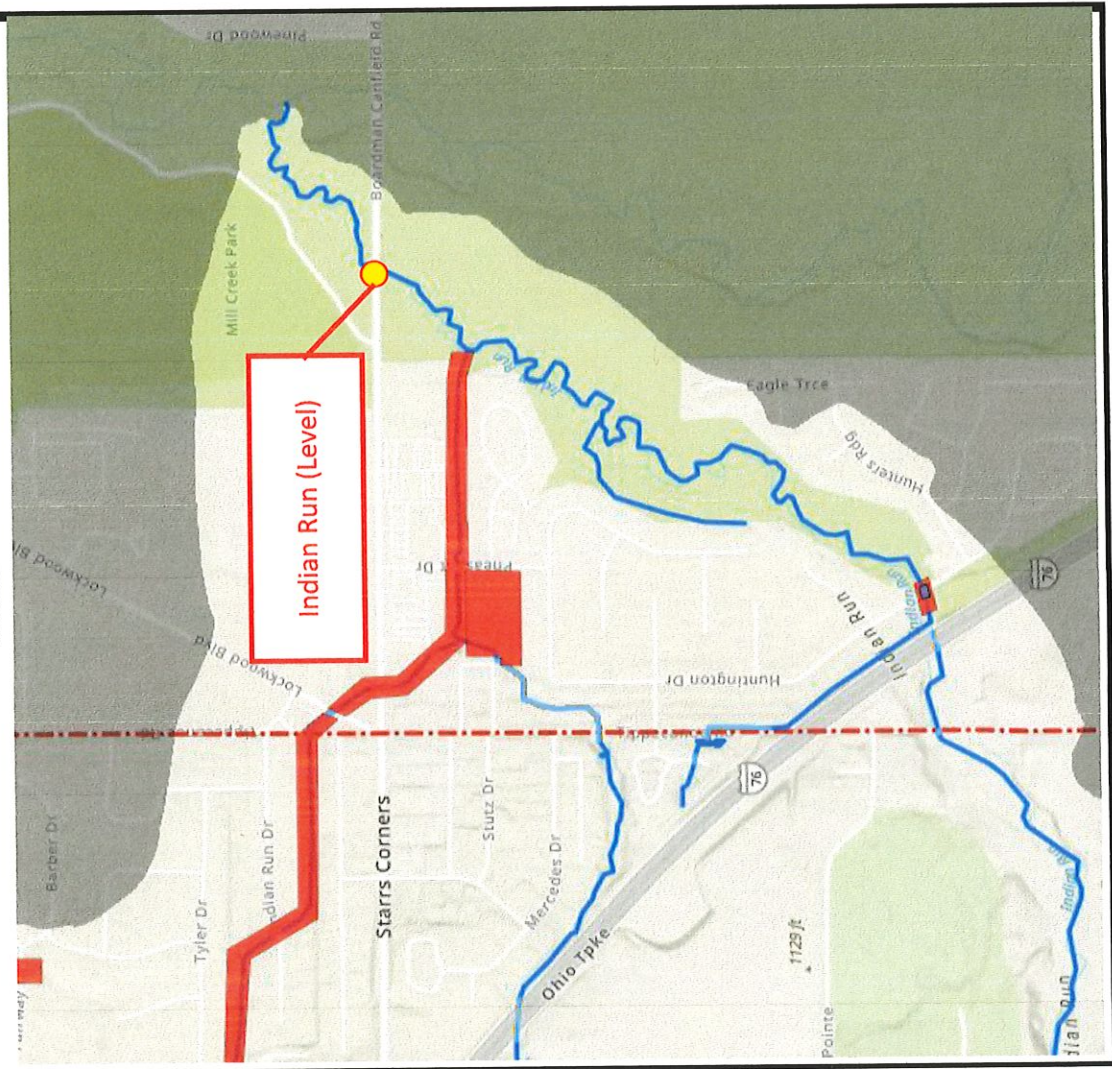
### Melrose/Erskine:

The meter manhole, CN00001\_P1\_M12, is located in backyards between Melrose and Erskine Ave. Level monitoring will collect level at the confluence on Cranberry North and Cranberry central. Install sensor on outgoing pipe.





## Indian Run



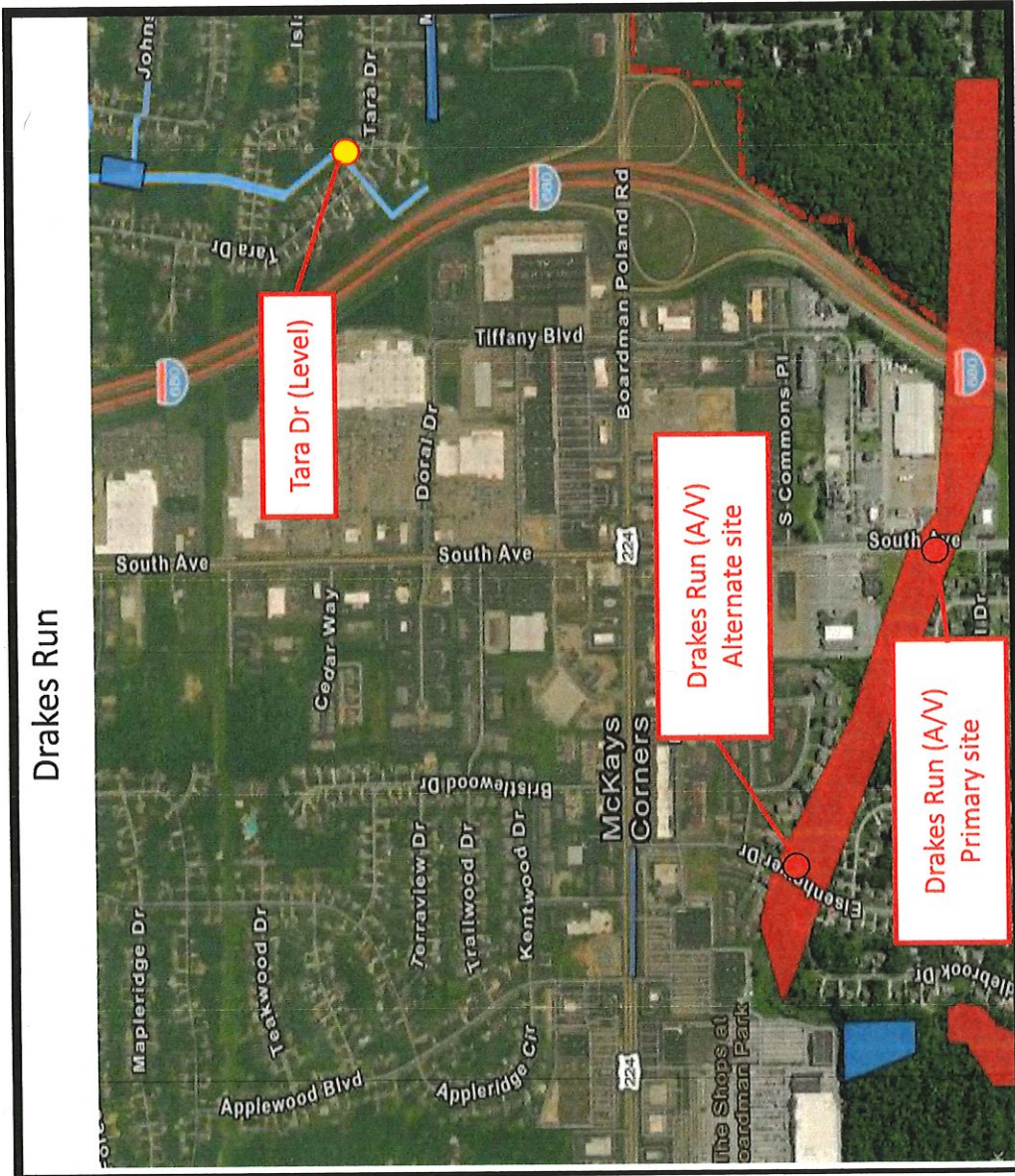
### Indian Run:

Boardman Canfield Road —  
The transportation crossing at  
Boardman Canfield Road. The  
crossing is a bridge with utility  
crossing immediately  
downstream. Coordination  
with ODOT may be required  
for securing meter to bridge.  
Install sensor on upstream  
facing side





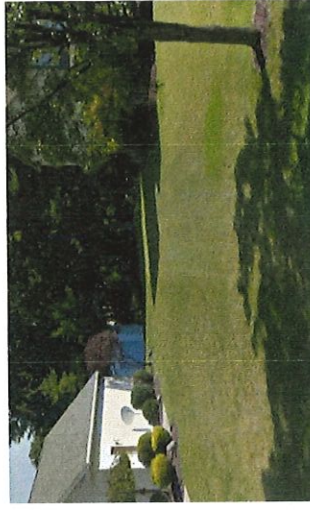
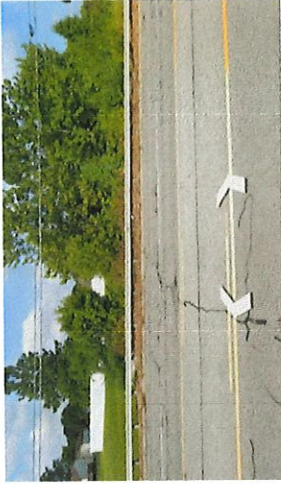
## Drakes Run



**Drakes Run (Primary):** South Avenue— The transportation crossing at South Avenue appears to be a culvert. Field investigation needed to confirm site suitability. Install sensor on upstream facing side.

**Drakes Run (Alternate):** South Avenue— The transportation crossing at Eisenhower Drive appears to be a culvert. Field investigation needed to confirm site suitability. Install sensor on upstream facing side.

**Tara Drive:** Proposed manhole, **RR00001\_P1\_M17**, located in backyard of 6440 Tara. Manhole was accessed during field investigation and expected to be accessible for flow monitoring. Pipe is 72"Hx108" ellipse. Some debris noted in line during investigation. Resident reported backyard flooding.





Client: ABC STORMWATER DISTRICT  
Attn: Jason Loree  
8299 Market St  
Youngstown, OH 44512-6289

3/14/2022

Proposal #: 999201-1647281500  
Account #: 7879217

Service address:  
161 Homestead Dr.  
Boardman, OH 44512

Access to the work zone shall be through the #161 Homestead Dr. property. Through the front gate and across the concrete drive will serve as the entry point. Our Davey crew will disassemble the back portion of the fence and stack in the area so it can be repurposed upon completion of the project(resetting fence Not Davey's responsibility). The fence posts will be cut off near grade and will not be suitable to repurposing and will need to be replaced(resetting fence posts Not Davey's responsibility). A truckload of stone shall be supplied and installed by the township/district to facilitate the grade change at the back of the driveway to allow for equipment/truck access into the work zone. A steel road plate will be utilized to minimize impact on the existing section of corrugated metal pipe that must be crossed with heavy equipment. Some minor indentations and minimal rutting would be expected. Davey tree can take NO responsibility for the condition of the lawn area and/or driveway upon completion as it is my understanding that the area is part of the excavation site and is scheduled to be replaced as part of the project.

Tree Care	Service Period	Price	Tax	Total
<input checked="" type="checkbox"/> Tree Removal		\$28,290.00	\$2,051.03	\$30,341.03
Remove 56 trees @ 161 Homestead Dr. for a culvert replacement project in Boardman township. All trees to be removed are marked with orange paint some of which are on the ground and/or crossing creek. All trees shall be cut within 8" of ground level. Clean up, haul and recycle all debris and haul away all wood.				
<input checked="" type="checkbox"/> Stump Grinding		\$2,000.00	\$145.00	\$2,145.00
Grind stumps to below ground level. Grinding debris remains on site in stump location unless otherwise stated in the contract. HAULING OF GRINDINGS RESULTS IN ADDITIONAL CHARGES equal to or greater than the original stump grinding cost. Stump grinding occurs on a separate day from the tree removal and is invoiced separately. We will notify a Utility Marking Service to mark any underground public utilities. Any private underground utilities are the responsibility of the home owner to mark. We are not responsible for any underground and/or unseen objects damaged during the stump grinding process unless we were previously notified of their existence, depth and location.				

☐ Yes, please schedule the services marked above.

**ACCEPTANCE OF PROPOSAL:** The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

*Kevin Crump*

Kevin Crump

Authorization

Date

3-24-2022



March 1, 2022

Mr. Jason Loree  
ABC Water and Stormwater District Office  
8299 Market Street  
Boardman, Ohio 44512

***Re: Wildwood and Ewing Storm Improvements  
Bid Results***

Dear Mr. Loree:

Bids were received for the above referenced project on February 24, 2022, and attached you will find a copy of the Bid Tabulation and Summary outlining each bid for your review. The Base Bids ranged from a low bid of 140,919.00 to a high bid of \$179,546.75. The Opinion of Probable Construction Cost for the Base Bid and all Alternates is \$200,000.00.

The low bidder for the Base Bid and any combination of Alternates is Utility Contracting, Inc. of Youngstown, Ohio, whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

**CT CONSULTANTS, INC.**

Mark Delisio, P.E.  
*Project Manager*

MRD/saa

Enclosures  
H:\2021\210806\SPEC\Bid Results Letter.Docx

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Alt 5 - Ewing Crossing Repair  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	Utility Contracting, Inc.	\$4,700.00	
2.	LM&R Excavating LLC	\$6,900.00	
3.	J. S. Bova Excavating	\$7,161.00	



Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 5 - Ewing Crossing Repair  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (511) CONCRETE, MISC.: ADD SUPPLEMENTAL DESCRIPTION						
Utility Contracting, Inc.	\$3,000.00	\$1,700.00	\$4,700.00		\$4,700.00	
LM&R Excavating LLC	\$5,000.00	\$1,900.00	\$6,900.00		\$6,900.00	
J. S. Bova Excavating	\$4,161.00	\$3,000.00	\$7,161.00		\$7,161.00	

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Alt 4 - Ewing Dam Modifications  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	LM&R Excavating LLC	\$3,000.00	
2.	Utility Contracting, Inc.	\$4,500.00	
3.	J. S. Bova Excavating	\$21,350.00	

Wildwood & Ewing Farm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 4 - Ewing Dam Modifications  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal	
				Line Item	Total
1. 1.00 LS OF (202) PORTIONS OF STRUCTURE REMOVED, AS PER PLAN					
LM&R Excavating LLC	\$3,000.00	\$0.00	\$3,000.00		\$3,000.00
Utility Contracting, Inc.	\$4,500.00	\$0.00	\$4,500.00		\$4,500.00
J. S. Bova Excavating	\$17,500.00	\$3,850.00	\$21,350.00		\$21,350.00

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Alt 3 - Ewing Dam Removal  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	LM&R Excavating LLC	\$4,000.00	
2.	Utility Contracting, Inc.	\$6,800.00	
3.	J. S. Bova Excavating	\$25,350.00	



Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 3 - Ewing Dam Removal  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

	<u>Bidders</u>	<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
1.	1.00 LS OF (202) STRUCTURE REMOVED, AS PER PLAN						
	LM&R Excavating LLC	\$4,000.00	\$0.00	\$4,000.00		\$4,000.00	
	Utility Contracting, Inc.	\$6,800.00	\$0.00	\$6,800.00		\$6,800.00	
	J. S. Bova Excavating	\$21,500.00	\$3,850.00	\$25,350.00		\$25,350.00	

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Alt 2 - Ewing Spillway and Side Channel  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	Utility Contracting, Inc.	\$12,700.00	
2.	J. S. Bova Excavating	\$13,582.00	
3.	LM&R Excavating LLC	\$15,305.00	

Wildwood & Ewing Farm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 2 - Ewing Spillway and Side Channel  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

NOTE: Bidders informal unit price of item total appear in third column and unit price of item total appear in third column.

Bidders	Labor	Material	Calculated		Bidder's		Calculated		Bidder's	
			Unit Price	Line Item	Unit Price	Line Item	Unit Price	Line Item	Unit Price	Line Item
1. 1.00 LS OF (203) LINEAR GRADING, AS PER PLAN										
Utility Contracting, Inc.	\$5,400.00	\$0.00		\$5,400.00				\$5,400.00		
J. S. Bova Excavating	\$5,500.00	\$0.00		\$5,500.00				\$5,500.00		
LM&R Excavating LLC	\$7,000.00	\$0.00		\$7,000.00				\$7,000.00		
2. 5.00 CY OF (601) ROCK CHANNEL PROTECTION, TYPE C WITHOUT FILTER, AS PER PLAN										
Utility Contracting, Inc.	\$240.00	\$130.00		\$370.00				\$1,850.00		
J. S. Bova Excavating	\$100.00	\$110.00		\$210.00				\$1,050.00		
LM&R Excavating LLC	\$250.00	\$55.00		\$305.00				\$1,525.00		
3. 1.00 LS OF (659) SEEDING AND MULCHING										
Utility Contracting, Inc.	\$2,090.00	\$1,200.00		\$3,290.00				\$3,290.00		
J. S. Bova Excavating	\$2,000.00	\$550.00		\$2,550.00				\$2,550.00		
LM&R Excavating LLC	\$2,000.00	\$1,000.00		\$3,000.00				\$3,000.00		
4. 540.00 SY OF (671) EROSION CONTROL MAT, AS PER PLAN										
Utility Contracting, Inc.	\$3.00	\$1.00		\$4.00				\$2,160.00		
J. S. Bova Excavating	\$5.00	\$3.30		\$8.30				\$4,482.00		
LM&R Excavating LLC	\$4.00	\$3.00		\$7.00				\$3,780.00		

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Alt 1 - Ewing Erosion Protection  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	LM&R Excavating LLC	\$10,465.00	
2.	Utility Contracting, Inc.	\$20,936.00	
3.	J. S. Bova Excavating	\$22,836.50	



Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 1 - Ewing Erosion Protection  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

NOTE: Bidders must submit unit price of item total appear in attached table for each item.

	Bidders		Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total	
1.	4.00 CY OF (411) STABILIZED CRUSHED AGGREGATE, AS PER PLAN								
	LM&R Excavating LLC		\$75.00	\$35.00	\$110.00		\$440.00		
	Utility Contracting, Inc.		\$84.00	\$55.00	\$139.00		\$556.00		
	J. S. Bova Excavating		\$25.00	\$46.20	\$71.20		\$284.80		
2.	11.00 CY OF (601) ROCK CHANNEL PROTECTION, TYPE A WITH FABRIC FILTER, AS PER PLAN								
	LM&R Excavating LLC		\$250.00	\$60.00	\$310.00		\$3,410.00		
	Utility Contracting, Inc.		\$400.00	\$130.00	\$530.00		\$5,830.00		
	J. S. Bova Excavating		\$40.00	\$88.00	\$128.00		\$1,408.00		
3.	3.00 CY OF (601) ROCK CHANNEL PROTECTION, TYPE A WITHOUT FILTER, AS PER PLAN								
	LM&R Excavating LLC		\$250.00	\$55.00	\$305.00		\$915.00		
	Utility Contracting, Inc.		\$400.00	\$130.00	\$530.00		\$1,590.00		
	J. S. Bova Excavating		\$40.00	\$82.50	\$122.50		\$367.50		
4.	3.00 CY OF (SPC) SPECIAL BACKFILL, AS PER PLAN								
	LM&R Excavating LLC		\$100.00	\$0.00	\$100.00		\$300.00		
	Utility Contracting, Inc.		\$8.00	\$46.00	\$54.00		\$162.00		
	J. S. Bova Excavating		\$60.00	\$88.00	\$148.00		\$444.00		
5.	1.00 LS OF (659) SEEDING AND MULCHING								
	LM&R Excavating LLC		\$200.00	\$200.00	\$400.00		\$400.00		
	Utility Contracting, Inc.		\$1,900.00	\$500.00	\$2,400.00		\$2,400.00		
	J. S. Bova Excavating		\$1,500.00	\$550.00	\$2,050.00		\$2,050.00		
6.	100.00 EACH OF (SPC) PLANTING, MISC.: LIVE STAKES								
	LM&R Excavating LLC		\$10.00	\$10.00	\$20.00		\$2,000.00		
	Utility Contracting, Inc.		\$15.00	\$6.00	\$21.00		\$2,100.00		
	J. S. Bova Excavating		\$25.00	\$27.50	\$52.50		\$5,250.00		
7.	34.00 SY OF (671) EROSION CONTROL MAT, AS PER PLAN								
	LM&R Excavating LLC		\$20.00	\$5.00	\$25.00		\$850.00		
	Utility Contracting, Inc.		\$22.00	\$25.00	\$47.00		\$1,598.00		
	J. S. Bova Excavating		\$5.00	\$3.30	\$8.30		\$282.20		

Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Alt 1 - Ewing Erosion Protection  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
8. 1.00 LS OF (680) BYPASS PUMPING, AS PER PLAN						
LM&R Excavating LLC	\$1,500.00	\$650.00	\$2,150.00		\$2,150.00	
Utility Contracting, Inc.	\$5,600.00	\$1,100.00	\$6,700.00		\$6,700.00	
J. S. Bova Excavating	\$10,000.00	\$2,750.00	\$12,750.00		\$12,750.00	

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Base Bid - Wildwood Improvements  
Project No. 210806

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	Utility Contracting, Inc.	\$140,919.00	\$141,479.00
2.	J. S. Bova Excavating	\$170,772.35	
3.	LM&R Excavating LLC	\$179,546.75	

Wildwood & Ewing Storm Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Base Bid - Wildwood Improvements  
Project No. 210806

LIST OF BIDDERS

BIDDER

- 1 Utility Contracting, Inc.  
321 S. Meridian Rd.  
PO Box 2367  
Youngstown, OH 44509  
Phone number: (330) 793-6525
- 2 J. S. Bova Excavating  
235 State Street  
Struthers, OH 44471  
Phone number: (234) 254-4040
- 3 LM&R Excavating LLC  
145 Pleasant Hills Road  
Hookstown, PA 15050  
Phone number: (724) 910-0810



**PROJECT: WILDWOOD AND EWING STORM IMPROVEMENTS**  
**OWNER: ABC WATER AND STORMWATER DISTRICT**  
**PROJECT NO.: 210806**

<b>SORTED BY BASE BID BIDDER</b>	<b>BASE BID</b>
Utility Contracting, Inc.	<b>\$140,919.00</b>
J. S. Bova Excavating	\$170,772.35
LM&R Excavating LLC	\$179,546.75

<b>ALTERNATES</b>	<b>ALT 1 Ewing Erosion Protection</b>	<b>ALT 2 Ewing Spillway &amp; Side Channel</b>	<b>ALT 3 Ewing Dam Removal</b>	<b>ALT 4 Ewing Dam Modifications</b>	<b>ALT 5 Ewing Crossing Repair</b>
			<b>Award Either ALT 3 or ALT 4</b>		
Utility Contracting, Inc.	\$20,936.00	\$12,700.00	\$6,800.00	\$4,500.00	\$4,700.00
J. S. Bova Excavating	\$22,836.50	\$13,582.00	\$25,350.00	\$21,350.00	\$7,161.00
LM&R Excavating LLC	\$10,465.00	\$15,305.00	\$4,000.00	\$3,000.00	\$6,900.00

Wildwood & Ewing m Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary  
Base Bid - Wildwood Improvements  
Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Utility Contracting, Inc.	\$1,000.00	\$1,000.00	\$2,000.00		\$2,000.00	
J. S. Bova Excavating	\$0.00	\$2,920.75	\$2,920.75		\$2,920.75	
LM&R Excavating LLC	\$0.00	\$25,000.00	\$25,000.00		\$25,000.00	
2. 120.00 SY OF (202) PAVEMENT REMOVED						
Utility Contracting, Inc.	\$15.00	\$0.00	\$15.00		\$1,800.00	
J. S. Bova Excavating	\$12.00	\$0.00	\$12.00		\$1,440.00	
LM&R Excavating LLC	\$80.00	\$0.00	\$80.00		\$9,600.00	
3. 169.00 SY OF (202) WEARING COURSE REMOVED						
Utility Contracting, Inc.	\$29.00	\$0.00	\$29.00		\$4,901.00	
J. S. Bova Excavating	\$10.00	\$0.00	\$10.00		\$1,690.00	
LM&R Excavating LLC	\$20.00	\$0.00	\$20.00		\$3,380.00	
4. 122.00 FT OF (202) CURB AND GUTTER REMOVED						
Utility Contracting, Inc.	\$15.00	\$0.00	\$15.00		\$1,830.00	
J. S. Bova Excavating	\$8.00	\$0.00	\$8.00		\$976.00	
LM&R Excavating LLC	\$20.00	\$0.00	\$20.00		\$2,440.00	
5. 16.00 FT OF (202) GUARDRAIL REMOVED						
Utility Contracting, Inc.	\$8.00	\$0.00	\$8.00		\$128.00	
J. S. Bova Excavating	\$30.00	\$0.00	\$30.00		\$480.00	
LM&R Excavating LLC	\$40.00	\$0.00	\$40.00		\$640.00	
6. 2.00 EACH OF (202) INLET REMOVED						
Utility Contracting, Inc.	\$480.00	\$0.00	\$480.00		\$960.00	
J. S. Bova Excavating	\$500.00	\$0.00	\$500.00		\$1,000.00	
LM&R Excavating LLC	\$200.00	\$0.00	\$200.00		\$400.00	
7. 56.00 FT OF (202) SPECIAL - FILL AND PLUG EXISTING CONDUIT						
Utility Contracting, Inc.	\$30.00	\$0.00	\$30.00		\$1,680.00	
J. S. Bova Excavating	\$35.00	\$33.00	\$68.00		\$3,808.00	
LM&R Excavating LLC	\$35.00	\$15.00	\$50.00		\$2,800.00	\$2,240.00

LIST OF ALL ITEMS

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NOTE: Bidders Informal unit price of item total appear if different than set the same as item price.						
<u>Bidders</u>		<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>
<u>Bidder's Informal Line Item Total</u>						
8. 30.00 FT OF (202) FENCE REMOVED						
Utility Contracting, Inc.		\$8.00	\$0.00	\$8.00		\$240.00
J. S. Bova Excavating		\$15.00	\$0.00	\$15.00		\$450.00
LM&R Excavating LLC		\$20.00	\$0.00	\$20.00		\$600.00
9. 5.00 CY OF (202) REMOVAL MISC.: CONCRETE						
Utility Contracting, Inc.		\$190.00	\$0.00	\$190.00		\$950.00
J. S. Bova Excavating		\$500.00	\$0.00	\$500.00		\$2,500.00
LM&R Excavating LLC		\$200.00	\$0.00	\$200.00		\$1,000.00
10. 151.00 CY OF (203) EXCAVATION						
Utility Contracting, Inc.		\$74.00	\$0.00	\$74.00		\$11,174.00
J. S. Bova Excavating		\$55.00	\$0.00	\$55.00		\$8,305.00
LM&R Excavating LLC		\$100.00	\$0.00	\$100.00		\$15,100.00
11. 144.00 CY OF (203) GRANULAR MATERIAL TYPE B, AS PER PLAN						
Utility Contracting, Inc.		\$13.00	\$55.00	\$68.00		\$9,792.00
J. S. Bova Excavating		\$25.00	\$44.00	\$69.00		\$9,936.00
LM&R Excavating LLC		\$40.00	\$26.00	\$66.00		\$9,504.00
12. 168.00 FT OF (255) FULL DEPTH PAVEMENT SAWING						
Utility Contracting, Inc.		\$7.00	\$0.00	\$7.00		\$1,176.00
J. S. Bova Excavating		\$3.00	\$0.00	\$3.00		\$504.00
LM&R Excavating LLC		\$10.00	\$0.00	\$10.00		\$1,680.00
13. 24.00 CY OF (304) AGGREGATE BASE						
Utility Contracting, Inc.		\$100.00	\$55.00	\$155.00		\$3,720.00
J. S. Bova Excavating		\$30.00	\$44.00	\$74.00		\$1,776.00
LM&R Excavating LLC		\$50.00	\$18.00	\$68.00		\$1,632.00
14. 144.00 SY OF (452) 9 INCH NON-REINFORCED CONCRETE PAVEMENT, CLASS QCI						
Utility Contracting, Inc.		\$94.00	\$44.00	\$138.00		\$19,872.00
J. S. Bova Excavating		\$50.00	\$39.88	\$89.88		\$12,942.72
LM&R Excavating LLC		\$80.00	\$50.00	\$130.00		\$18,720.00

Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary  
 Base Bid - Wildwood Improvements  
 Project No. 210806

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

NOTE: Bidders Informal unit price of item total appear in different than bid and calculated price

	Bidders		Labor	Material	Calculated		Bidder's Informal		Calculated	
	Bidders	Line Item			Unit Price	Line Item	Total	Unit Price	Line Item	Total
15.	32.00 SY OF (452) VARIABLE THICKNESS NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN									
	Utility Contracting, Inc.		\$170.00	\$102.00	\$272.00				\$8,704.00	
	J. S. Bova Excavating		\$90.00	\$0.00	\$90.00				\$2,880.00	
	LM&R Excavating LLC		\$80.00	\$87.00	\$167.00				\$5,344.00	
16.	1.00 LS OF (503) COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN									
	Utility Contracting, Inc.		\$7,100.00	\$0.00	\$7,100.00				\$7,100.00	
	J. S. Bova Excavating		\$12,500.00	\$2,750.00	\$15,250.00				\$15,250.00	
	LM&R Excavating LLC		\$10,000.00	\$10,000.00	\$20,000.00				\$20,000.00	
17.	59.00 CY OF (511) CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER									
	Utility Contracting, Inc.		\$87.00	\$170.00	\$257.00				\$15,163.00	
	J. S. Bova Excavating		\$405.00	\$220.00	\$625.00				\$36,875.00	
	LM&R Excavating LLC		\$90.00	\$160.00	\$250.00				\$14,750.00	
18.	24.00 SF OF (519) PATCHING CONCRETE STRUCTURE, AS PER PLAN									
	Utility Contracting, Inc.		\$100.00	\$50.00	\$150.00				\$3,600.00	
	J. S. Bova Excavating		\$300.00	\$110.00	\$410.00				\$9,840.00	
	LM&R Excavating LLC		\$50.00	\$50.00	\$100.00				\$2,400.00	
19.	64.00 FT OF (607) FENCE, MISC.: WOOD FENCE									
	Utility Contracting, Inc.		\$30.00	\$27.00	\$57.00				\$3,648.00	
	J. S. Bova Excavating		\$50.00	\$0.00	\$50.00				\$3,200.00	
	LM&R Excavating LLC		\$20.00	\$6.50	\$26.50				\$1,696.00	
20.	132.00 FT OF (609) CURB, TYPE 2-A									
	Utility Contracting, Inc.		\$13.00	\$5.00	\$18.00				\$2,376.00	
	J. S. Bova Excavating		\$55.00	\$0.00	\$55.00				\$7,260.00	
	LM&R Excavating LLC		\$46.00	\$15.00	\$61.00				\$8,052.00	
21.	22.50 FT OF (611) 12" CONDUIT, TYPE B, AS PER PLAN									
	Utility Contracting, Inc.		\$65.00	\$43.00	\$108.00				\$2,430.00	
	J. S. Bova Excavating		\$54.40	\$55.11	\$109.51				\$2,463.98	
	LM&R Excavating LLC		\$40.00	\$11.50	\$51.50				\$1,158.75	



Wildwood & Ewing Storm Improvements  
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LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
22. 25.00 FT OF (611) 18" CONDUIT, TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$64.00	\$61.00	\$125.00		\$3,125.00	
J. S. Bova Excavating	\$162.56	\$58.94	\$221.50		\$5,537.50	
LM&R Excavating LLC	\$50.00	\$24.00	\$74.00		\$1,850.00	
23. 2.00 EACH OF (611) CATCH BASIN, NO. 3A						
Utility Contracting, Inc.	\$1,500.00	\$850.00	\$2,350.00		\$4,700.00	
J. S. Bova Excavating	\$1,245.00	\$989.20	\$2,234.20		\$4,468.40	
LM&R Excavating LLC	\$700.00	\$900.00	\$1,600.00		\$3,200.00	
24. 1.00 LS OF (614) MAINTAINING TRAFFIC, AS PER PLAN						
Utility Contracting, Inc.	\$4,600.00	\$0.00	\$4,600.00		\$4,600.00	
J. S. Bova Excavating	\$5,000.00	\$0.00	\$5,000.00		\$5,000.00	
LM&R Excavating LLC	\$1,000.00	\$2,500.00	\$3,500.00		\$3,500.00	
25. 1.00 LS OF (623) CONSTRUCTION LAYOUT STAKES AND SURVEYING						
Utility Contracting, Inc.	\$1,700.00	\$0.00	\$1,700.00		\$1,700.00	
J. S. Bova Excavating	\$1,936.00	\$0.00	\$1,936.00		\$1,936.00	
LM&R Excavating LLC	\$1,900.00	\$0.00	\$1,900.00		\$1,900.00	
26. 1.00 LS OF (624) MOBILIZATION						
Utility Contracting, Inc.	\$4,900.00	\$0.00	\$4,900.00		\$4,900.00	
J. S. Bova Excavating	\$8,618.00	\$360.00	\$8,978.00		\$8,978.00	
LM&R Excavating LLC	\$5,000.00	\$0.00	\$5,000.00		\$5,000.00	
27. 200.00 SY OF (659) SEEDING AND MULCHING, AS PER PLAN						
Utility Contracting, Inc.	\$10.00	\$8.00	\$18.00		\$3,600.00	
J. S. Bova Excavating	\$2.00	\$1.65	\$3.65		\$730.00	
LM&R Excavating LLC	\$5.00	\$5.00	\$10.00		\$2,000.00	
28. 50.00 EACH OF (832) EROSION CONTROL						
Utility Contracting, Inc.	\$1.00	\$0.00	\$1.00		\$50.00	
J. S. Bova Excavating	\$25.00	\$27.50	\$52.50		\$2,625.00	
LM&R Excavating LLC	\$0.00	\$24.00	\$24.00		\$1,200.00	

Wildwood & Ewing Storm Improvements  
 ABC Water & Stormwater District  
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 Project No. 210806

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
29. 1.00 LS OF (SPC) CONTINGENCY/DISCRETIONARY ALLOWANCE						
Utility Contracting, Inc.	\$0.00	\$15,000.00	\$15,000.00		\$15,000.00	
J. S. Bova Excavating	\$0.00	\$15,000.00	\$15,000.00		\$15,000.00	
LM&R Excavating LLC	\$0.00	\$15,000.00	\$15,000.00		\$15,000.00	

## MINUTES OF MEETING HELD APRIL 19, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend the meeting. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-04-19-01:** Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held March 24, 2022.  
Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-04-19-02:** Motion was made by Mr. Rogers to approve and pay all bills and payroll due.  
Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-04-19-03:** Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.  
Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-04-19-04:** Motion was made by Mr. Rogers to award the bid for the Award Brookfield and South Cadillac PH 2 Storm Improvements as recommended by the District Engineer Mark Delisio P.E., CT Consultants Inc., to Utility Contracting, Inc. of Youngstown, Ohio for \$196,087.00 from line item expense # 5101-559-430-0001.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD APRIL 19, 2022

**RESOLUTION 22-04-19-05:** Motion was made by Mr. Rogers to approve the payment for the Market Street Elementary School Appraisal review for Belcastro Valuation Services, LLC, 274 Baldwin Court, Westerville, Ohio, for \$1,250.00 from line item expense # 5101-559-430-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-04-19-06:** Motion was made by Mr. Rogers to approve the payment for tree removal at the Brookfield and South Cadillac PH 2 Storm Improvement project for Gordon Tree Expert Company, 6227 E. Calla Road, New Middletown, Ohio, for \$42,500.00 from line item expense #5101-559-430-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-04-19-07:** Motion was made by Mr. Rogers to enter into an agreement with Youngstown State University (YSU) for services under Exhibit A "Work Agreement" as attached to these minutes for a lump sum cost of \$23,976 from line item expense # 5101-539-349-0001 as provided from YSU's cost estimate also attached to these minutes in "Exhibit B YSU Cost Estimate".

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
Mr. Rogers	X	

There were no Petitions to review.

There was no New Business.

**RESOLUTION 22-04-19-08:** Motion was made by Mr. Loree to adjourn at 2:14 p.m.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
Mr. Rogers	X	

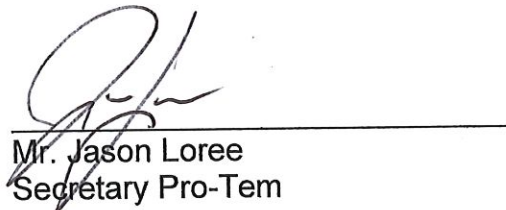


**MINUTES OF MEETING HELD APRIL 19, 2022**



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Keith Rogers  
President



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Mr. Jason Loree  
Secretary Pro-Tem

**ABC District 5/19/2020 Purposed Appropriations  
Boardman Appropriations Lines**

Account Code	Account Name	Final Appropriation
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office	\$30,000.00
5101-531-211-0000	Ohio Public Employees Retirement System	\$5,000.00
5101-531-213-0000	Medicare	\$400.00
5101-531-225-0000	Workers' Compensation	\$800.00
5101-539-321-0000	Telephone	\$50.00
5101-640-590-0000	Other - Capital Outlay	\$0.00
Sub-Total		\$36,250.00
5101-539-252-0001	Travel and Transportation{BOARDMAN}	\$500.00
5101-539-322-0001	Postage{BOARDMAN}	\$1,000.00
5101-539-325-0001	Advertising{BOARDMAN}	\$1,000.00
5101-539-341-0001	Accounting and Legal Fees{BOARDMAN}	\$35,000.00
5101-539-342-0000	Auditing Services	\$15,000.00
5101-539-343-0000	Uniform Accounting Network Fees	\$311.00
5101-539-344-0001	Tax Collection Fees{BOARDMAN}	\$1,400.00
5101-539-346-0001	Engineering Services{BOARDMAN}	\$50,000.00
5101-539-349-0001	Other - Professional and Technical Services{BOARDMAN}	\$80,000.00
5101-539-350-0001	Insurance and Bonding Services{BOARDMAN}	\$750.00
5101-539-391-0001	Dues and Fees{BOARDMAN}	\$500.00
5101-539-410-0001	Office Supplies and Materials{BOARDMAN}	\$1,500.00
5101-539-540-0001	Machinery, Equipment and Furniture{BOARDMAN}	\$500.00
5101-539-600-0001	Other{BOARDMAN}	\$1,000.00
5101-539-610-0001	Deposits Refunded{BOARDMAN}	\$0.00
5101-559-430-0001	Repairs and Maintenance{BOARDMAN}	\$350,000.00
5101-620-430-0001	Repairs and Maintenance{BOARDMAN}	\$0.00
5101-640-500-0001	Capital Outlay{BOARDMAN}	\$50,000.00
5101-640-640-0001	Payment to Another Political Subdivision{BOARDMAN}	\$250,000.00
5101-730-510-0001	Land and Land Improvements{BOARDMAN}	\$5,000.00
5101-800-560-0007	Utility Distribution Systems{LOCH HEATH}	\$50,000.00
5101-800-560-0010	Utility Distribution Systems{CRANBERRY RUN}	\$100,000.00
5101-800-560-0011	Utility Distribution Systems{INDIAN RUN BOARDMAN}	\$50,000.00
5101-850-710-0001	Principal{BOARDMAN}	\$0.00
5101-850-720-0010	Interest{CRANBERRY RUN}	\$1,000.00
5101-850-790-0001	Other - Debt Service{BOARDMAN}	\$0.00
5701-599-346-0001	Engineering Services{BOARDMAN}	\$0.00
5701-800-560-0001	Utility Distribution Systems{BOARDMAN}	\$0.00
		\$1,080,711.00

125,000.00



March 1, 2022

Mr. Jason Loree  
ABC Water and Stormwater District Office  
8299 Market Street  
Boardman, Ohio 44512

***Re: South Cadillac Drive – Phase II and Brookfield Avenue Storm Sewer Improvements  
Bid Results***

Dear Mr. Loree:

Bids were received for the above referenced project on February 24, 2022, and attached you will find a copy of the Bid Tabulation outlining each bid for your review. The bids ranged from a low bid of \$196,087.00 to a high bid of \$253,832.28 as compared to the Opinion of Probable Construction Cost of \$235,000.00.

The low bidder for this improvement is Utility Contracting, Inc. of Youngstown, Ohio, whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

**CT CONSULTANTS, INC.**

Mark Delisio, P.E.  
*Project Manager*

MRD/saa

Enclosures

H:\2021\210697\SPEC\Bid Results Letter.Docx

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary

Project No. 210697

LIST OF BIDDERS

BIDDER

- 1 Utility Contracting, Inc.  
321 S. Meridian Rd.  
PO Box 2367  
Youngstown, OH 44509  
Phone number: (330) 793-6525
- 2 Matt Winters Excavating LLC  
4933 Waterloo Road  
Atwater, OH 44201  
Phone number: (330) 325-0401
- 3 J. S. Bova Excavating  
235 State Street  
Struthers, OH 44471  
Phone number: (234) 254-4040
- 4 S.E.T. Inc.  
235 East Water Street, Suite C  
Lowellville, OH 444361273  
Phone number: (330) 536-6724



South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary

Project No. 210697

LIST OF TOTALS

**NOTE: Bidders Informal Totals appear if different than bid tab calculated total.**

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	Utility Contracting, Inc.	\$196,087.00	\$196,137.00
2.	Matt Winters Excavating LLC	\$206,807.75	
3.	J. S. Bova Excavating	\$215,234.58	
4.	S.E.T. Inc.	\$253,832.28	

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS  
 NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Utility Contracting, Inc.	\$1,000.00	\$1,000.00	\$2,000.00		\$2,000.00	
Matt Winters Excavating LLC	\$500.00	\$6,000.00	\$6,500.00		\$6,500.00	
J. S. Bova Excavating	\$0.00	\$3,320.75	\$3,320.75		\$3,320.75	
S.E.T. Inc.	\$0.00	\$4,313.00	\$4,313.00		\$4,313.00	
2. 2.00 EACH OF (201) TREE REMOVED INCLUDING STUMP, AS PER PLAN						
Utility Contracting, Inc.	\$1,250.00	\$0.00	\$1,250.00		\$2,500.00	
Matt Winters Excavating LLC	\$600.00	\$0.00	\$600.00		\$1,200.00	
J. S. Bova Excavating	\$1,750.00	\$0.00	\$1,750.00		\$3,500.00	
S.E.T. Inc.	\$770.00	\$0.00	\$770.00		\$1,540.00	
3. 585.00 SY OF (202) PAVEMENT REMOVED						
Utility Contracting, Inc.	\$17.00	\$0.00	\$17.00		\$9,945.00	
Matt Winters Excavating LLC	\$8.90	\$0.00	\$8.90		\$5,206.50	
J. S. Bova Excavating	\$6.30	\$0.00	\$6.30		\$3,685.50	
S.E.T. Inc.	\$15.30	\$0.00	\$15.30		\$8,950.50	
4. 83.00 SF OF (202) WALK REMOVED						
Utility Contracting, Inc.	\$11.00	\$0.00	\$11.00		\$913.00	
Matt Winters Excavating LLC	\$3.25	\$0.00	\$3.25		\$269.75	
J. S. Bova Excavating	\$0.50	\$0.00	\$0.50		\$41.50	
S.E.T. Inc.	\$2.00	\$0.00	\$2.00		\$166.00	
5. 102.00 FT OF (202) CURB REMOVED						
Utility Contracting, Inc.	\$9.00	\$0.00	\$9.00		\$918.00	
Matt Winters Excavating LLC	\$20.00	\$0.00	\$20.00		\$2,040.00	
J. S. Bova Excavating	\$5.00	\$0.00	\$5.00		\$510.00	
S.E.T. Inc.	\$59.50	\$5.25	\$64.75		\$6,604.50	

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS  
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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
6. 310.00 FT OF (202) PIPE REMOVED, 24 INCH AND UNDER						
Utility Contracting, Inc.	\$18.00	\$0.00	\$18.00		\$5,580.00	
Matt Winters Excavating LLC	\$30.00	\$0.00	\$30.00		\$9,300.00	
J. S. Bova Excavating	\$15.00	\$0.00	\$15.00		\$4,650.00	
S.E.T. Inc.	\$5.60	\$0.00	\$5.60		\$1,736.00	
7. 6.00 EACH OF (202) CATCH BASIN OR INLET REMOVED						
Utility Contracting, Inc.	\$400.00	\$0.00	\$400.00		\$2,400.00	
Matt Winters Excavating LLC	\$400.00	\$0.00	\$400.00		\$2,400.00	
J. S. Bova Excavating	\$500.00	\$0.00	\$500.00		\$3,000.00	
S.E.T. Inc.	\$300.00	\$0.00	\$300.00		\$1,800.00	
8. 144.00 FT OF (202) FENCE REMOVED						
Utility Contracting, Inc.	\$6.00	\$0.00	\$6.00		\$864.00	
Matt Winters Excavating LLC	\$8.00	\$0.00	\$8.00		\$1,152.00	
J. S. Bova Excavating	\$5.00	\$0.00	\$5.00		\$720.00	
S.E.T. Inc.	\$10.00	\$0.00	\$10.00		\$1,440.00	
9. 1.00 LS OF (202) REMOVAL MISC.: ADD SUPPLEMENTAL DESCRIPTION						
Utility Contracting, Inc.	\$600.00	\$0.00	\$600.00		\$600.00	
Matt Winters Excavating LLC	\$600.00	\$0.00	\$600.00		\$600.00	
J. S. Bova Excavating	\$5,000.00	\$0.00	\$5,000.00		\$5,000.00	
S.E.T. Inc.	\$350.00	\$0.00	\$350.00		\$350.00	
10. 94.00 CY OF (203) EXCAVATION, AS PER PLAN						
Utility Contracting, Inc.	\$52.00	\$0.00	\$52.00		\$4,888.00	
Matt Winters Excavating LLC	\$20.00	\$0.00	\$20.00		\$1,880.00	
J. S. Bova Excavating	\$65.00	\$0.00	\$65.00		\$6,110.00	
S.E.T. Inc.	\$72.30	\$0.00	\$72.30		\$6,796.20	

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

NOTE: Bidders inform unit price of item total appear in error can that can be the

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
11. 68.00 CY OF (203) GRANULAR MATERIAL TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$26.00	\$55.00	\$81.00		\$5,508.00	
Matt Winters Excavating LLC	\$15.00	\$29.00	\$44.00		\$2,992.00	
J. S. Bova Excavating	\$15.00	\$37.40	\$52.40		\$3,563.20	
S.E.T. Inc.	\$20.00	\$42.00	\$62.00		\$4,216.00	
12. 5,172.00 SF OF (203) SUBGRADE COMPACTION						
Utility Contracting, Inc.	\$0.25	\$0.00	\$0.25		\$1,293.00	
Matt Winters Excavating LLC	\$0.75	\$0.00	\$0.75		\$3,879.00	
J. S. Bova Excavating	\$2.00	\$0.00	\$2.00		\$10,344.00	
S.E.T. Inc.	\$0.24	\$0.00	\$0.24		\$1,241.28	
13. 223.00 FT OF (252) FULL DEPTH PAVEMENT SAWING						
Utility Contracting, Inc.	\$7.00	\$0.00	\$7.00		\$1,561.00	
Matt Winters Excavating LLC	\$4.00	\$0.00	\$4.00		\$892.00	
J. S. Bova Excavating	\$2.87	\$0.00	\$2.87		\$640.01	
S.E.T. Inc.	\$2.20	\$0.00	\$2.20		\$490.60	
14. 23.00 CY OF (301) ASPHALT CONCRETE BASE, PG64-22						
Utility Contracting, Inc.	\$205.00	\$140.00	\$345.00		\$7,935.00	
Matt Winters Excavating LLC	\$100.00	\$190.00	\$290.00		\$6,670.00	
J. S. Bova Excavating	\$200.00	\$154.00	\$354.00		\$8,142.00	
S.E.T. Inc.	\$400.00	\$144.00	\$544.00		\$12,512.00	
15. 121.00 CY OF (304) AGGREGATE BASE						
Utility Contracting, Inc.	\$56.00	\$60.00	\$116.00		\$14,036.00	
Matt Winters Excavating LLC	\$28.00	\$35.00	\$63.00		\$7,623.00	
J. S. Bova Excavating	\$15.00	\$44.00	\$59.00		\$7,139.00	
S.E.T. Inc.	\$86.45	\$47.25	\$133.70		\$16,177.70	



South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
Bid Opening Date: February 24, 2022  
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Project No. 210697

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated		Bidder's	
					Line Item Total	Line Item Total	Informal Line Item Total	Informal Line Item Total
16. 60.00 GAL OF (407) TACK COAT								
Utility Contracting, Inc.	\$2.00	\$2.00	\$4.00		\$240.00			
Matt Winters Excavating LLC	\$4.00	\$2.00	\$6.00		\$360.00			
J. S. Bova Excavating	\$3.30	\$1.10	\$4.40		\$264.00			
S.E.T. Inc.	\$8.00	\$3.00	\$11.00		\$660.00			
17. 36.00 CY OF (441) ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22								
Utility Contracting, Inc.	\$195.00	\$160.00	\$355.00		\$12,780.00			
Matt Winters Excavating LLC	\$110.00	\$200.00	\$310.00		\$11,160.00			
J. S. Bova Excavating	\$300.00	\$176.00	\$476.00		\$17,136.00			
S.E.T. Inc.	\$400.00	\$150.00	\$550.00		\$19,800.00			
18. 27.00 CY OF (441) ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)								
Utility Contracting, Inc.	\$315.00	\$160.00	\$475.00		\$12,825.00			\$12,875.00
Matt Winters Excavating LLC	\$106.00	\$195.00	\$301.00		\$8,127.00			
J. S. Bova Excavating	\$200.00	\$154.00	\$354.00		\$9,558.00			
S.E.T. Inc.	\$250.00	\$146.00	\$396.00		\$10,692.00			
19. 33.00 SY OF (451) 6 INCH REINFORCED CONCRETE DRIVES AND APRONS, CLASS QC MS								
Utility Contracting, Inc.	\$140.00	\$64.00	\$204.00		\$6,732.00			
Matt Winters Excavating LLC	\$60.00	\$45.00	\$105.00		\$3,465.00			
J. S. Bova Excavating	\$135.61	\$41.33	\$176.94		\$5,839.02			
S.E.T. Inc.	\$73.09	\$41.01	\$114.10		\$3,765.30			
20. 1.00 LS OF (503) COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN								
Utility Contracting, Inc.	\$8,000.00	\$0.00	\$8,000.00		\$8,000.00			
Matt Winters Excavating LLC	\$2,000.00	\$0.00	\$2,000.00		\$2,000.00			
J. S. Bova Excavating	\$8,000.00	\$0.00	\$8,000.00		\$8,000.00			
S.E.T. Inc.	\$16,200.00	\$3,937.50	\$20,137.50		\$20,137.50			

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal			Calculated Line Item Total		
				Unit Price			Line Item Total		
21. 17.00 CY OF (511) CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER									
Utility Contracting, Inc.	\$118.00	\$160.00	\$278.00			\$4,726.00			
Matt Winters Excavating LLC	\$490.00	\$165.00	\$655.00			\$11,135.00			
J. S. Bova Excavating	\$100.00	\$220.00	\$320.00			\$5,440.00			
S.E.T. Inc.	\$300.00	\$157.50	\$457.50			\$7,777.50			
22. 2.00 CY OF (601) ROCK CHANNEL PROTECTION, TYPE B WITHOUT FILTER, AS PER PLAN									
Utility Contracting, Inc.	\$118.00	\$73.00	\$191.00			\$382.00			
Matt Winters Excavating LLC	\$300.00	\$78.00	\$378.00			\$756.00			
J. S. Bova Excavating	\$645.00	\$662.75	\$1,307.75			\$2,615.50			
S.E.T. Inc.	\$525.00	\$183.75	\$708.75			\$1,417.50			
23. 1.00 EACH OF (602) HEADWALL, HALF-HEIGHT FOR CORRUGATED METAL PIPE & PLASTIC PIPE, AS PER PLAN									
Utility Contracting, Inc.	\$160.00	\$500.00	\$660.00			\$660.00			
Matt Winters Excavating LLC	\$2,300.00	\$900.00	\$3,200.00			\$3,200.00			
J. S. Bova Excavating	\$2,000.00	\$628.10	\$2,628.10			\$2,628.10			
S.E.T. Inc.	\$2,000.00	\$641.55	\$2,641.55			\$2,641.55			
24. 60.00 FT OF (607) FENCE, CHAIN LINK, GALVANIZED, AS PER PLAN									
Utility Contracting, Inc.	\$71.00	\$35.00	\$106.00			\$6,360.00			
Matt Winters Excavating LLC	\$20.00	\$40.00	\$60.00			\$3,600.00			
J. S. Bova Excavating	\$30.00	\$0.00	\$30.00			\$1,800.00			
S.E.T. Inc.	\$80.00	\$27.85	\$107.85			\$6,471.00			
25. 84.00 FT OF (607) FENCE, WOOD, AS PER PLAN									
Utility Contracting, Inc.	\$43.00	\$28.00	\$71.00			\$5,964.00			
Matt Winters Excavating LLC	\$23.00	\$42.00	\$65.00			\$5,460.00			
J. S. Bova Excavating	\$30.00	\$0.00	\$30.00			\$2,520.00			
S.E.T. Inc.	\$60.00	\$14.15	\$74.15			\$6,228.60			

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
 ABC Water & Stormwater District  
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 Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
26. 50.00 FT OF (611) 12" CONDUIT, TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$48.00	\$38.00	\$86.00		\$4,300.00	
Matt Winters Excavating LLC	\$22.00	\$21.00	\$43.00		\$2,150.00	
J. S. Bova Excavating	\$104.64	\$40.87	\$145.51		\$7,275.50	
S.E.T. Inc.	\$30.80	\$24.79	\$55.59		\$2,779.50	
27. 27.00 FT OF (611) 15" CONDUIT, TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$54.00	\$44.00	\$98.00		\$2,646.00	\$2,645.00
Matt Winters Excavating LLC	\$35.00	\$23.00	\$58.00		\$1,566.00	
J. S. Bova Excavating	\$74.51	\$37.96	\$112.47		\$3,036.69	
S.E.T. Inc.	\$35.52	\$41.59	\$77.11		\$2,081.97	
28. 43.00 FT OF (611) 24" CONDUIT, TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$57.00	\$82.00	\$139.00		\$5,977.00	
Matt Winters Excavating LLC	\$46.00	\$38.00	\$84.00		\$3,612.00	
J. S. Bova Excavating	\$89.49	\$65.28	\$154.77		\$6,655.11	
S.E.T. Inc.	\$38.58	\$52.99	\$91.57		\$3,937.51	
29. 173.00 FT OF (611) 36" CONDUIT, TYPE B, AS PER PLAN						
Utility Contracting, Inc.	\$54.00	\$89.00	\$143.00		\$24,739.00	
Matt Winters Excavating LLC	\$225.00	\$98.00	\$323.00		\$55,879.00	
J. S. Bova Excavating	\$89.78	\$101.27	\$191.05		\$33,051.65	
S.E.T. Inc.	\$82.12	\$75.28	\$157.40		\$27,230.20	
30. 47.00 FT OF (611) 36" CONDUIT, TYPE C, AS PER PLAN						
Utility Contracting, Inc.	\$57.00	\$88.00	\$145.00		\$6,815.00	
Matt Winters Excavating LLC	\$200.00	\$98.00	\$298.00		\$14,006.00	
J. S. Bova Excavating	\$86.83	\$102.10	\$188.93		\$8,879.71	
S.E.T. Inc.	\$44.98	\$72.40	\$117.38		\$5,516.86	

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS  
 NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
31. 1.00 EACH OF (611) CONDUIT, MISC.: CONNECTION TO EXISTING PIPE						
Utility Contracting, Inc.	\$50.00	\$100.00	\$150.00		\$150.00	
Matt Winters Excavating LLC	\$1,000.00	\$200.00	\$1,200.00		\$1,200.00	
J. S. Bova Excavating	\$250.00	\$263.19	\$513.19		\$513.19	
S.E.T. Inc.	\$1,000.00	\$668.85	\$1,668.85		\$1,668.85	
32. 1.00 EACH OF (611) CONDUIT, MISC.: CONNECTION OF CONDUIT TO EXISTING DRAINAGE STRUCTURE						
Utility Contracting, Inc.	\$50.00	\$100.00	\$150.00		\$150.00	
Matt Winters Excavating LLC	\$1,000.00	\$200.00	\$1,200.00		\$1,200.00	
J. S. Bova Excavating	\$1,000.00	\$0.00	\$1,000.00		\$1,000.00	
S.E.T. Inc.	\$1,000.00	\$315.00	\$1,315.00		\$1,315.00	
33. 5.00 CY OF (611) CONDUIT, MISC.: CONCRETE ENCASEMENT - SINGLE CONDUIT						
Utility Contracting, Inc.	\$300.00	\$200.00	\$500.00		\$2,500.00	
Matt Winters Excavating LLC	\$200.00	\$180.00	\$380.00		\$1,900.00	
J. S. Bova Excavating	\$100.00	\$220.00	\$320.00		\$1,600.00	
S.E.T. Inc.	\$510.00	\$535.50	\$1,045.50		\$5,227.50	
34. 2.00 EACH OF (611) CATCH BASIN, NO. 3A						
Utility Contracting, Inc.	\$1,200.00	\$1,100.00	\$2,300.00		\$4,600.00	
Matt Winters Excavating LLC	\$680.00	\$500.00	\$1,180.00		\$2,360.00	
J. S. Bova Excavating	\$1,600.00	\$929.50	\$2,529.50		\$5,059.00	
S.E.T. Inc.	\$1,055.00	\$913.35	\$1,968.35		\$3,936.70	
35. 1.00 EACH OF (611) CATCH BASIN, NO. 2-3						
Utility Contracting, Inc.	\$1,200.00	\$800.00	\$2,000.00		\$2,000.00	
Matt Winters Excavating LLC	\$650.00	\$420.00	\$1,070.00		\$1,070.00	
J. S. Bova Excavating	\$1,500.00	\$700.70	\$2,200.70		\$2,200.70	
S.E.T. Inc.	\$800.00	\$668.85	\$1,468.85		\$1,468.85	



South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
ABC Water & Stormwater District  
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LIST OF ALL ITEMS  
NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
36. 1.00 EACH OF (611) CATCH BASIN, NO. 2-5						
Utility Contracting, Inc.	\$1,200.00	\$1,450.00	\$2,650.00		\$2,650.00	
Matt Winters Excavating LLC	\$650.00	\$420.00	\$1,070.00		\$1,070.00	
J. S. Bova Excavating	\$1,500.00	\$1,278.20	\$2,778.20		\$2,778.20	
S.E.T. Inc.	\$1,225.00	\$1,549.73	\$2,774.73		\$2,774.73	
37. 1.00 EACH OF (611) INLET, YARD DRAIN, AS PER PLAN						
Utility Contracting, Inc.	\$800.00	\$1,200.00	\$2,000.00		\$2,000.00	
Matt Winters Excavating LLC	\$800.00	\$900.00	\$1,700.00		\$1,700.00	
J. S. Bova Excavating	\$400.00	\$1,808.95	\$2,208.95		\$2,208.95	
S.E.T. Inc.	\$600.00	\$903.93	\$1,503.93		\$1,503.93	
38. 1.00 EACH OF (611) MANHOLE, NO. 3						
Utility Contracting, Inc.	\$1,800.00	\$2,300.00	\$4,100.00		\$4,100.00	
Matt Winters Excavating LLC	\$700.00	\$690.00	\$1,390.00		\$1,390.00	
J. S. Bova Excavating	\$5,030.00	\$2,522.30	\$7,552.30		\$7,552.30	
S.E.T. Inc.	\$1,524.00	\$2,357.95	\$3,881.95		\$3,881.95	
39. 1.00 LS OF (614) MAINTAINING TRAFFIC, AS PER PLAN						
Utility Contracting, Inc.	\$1,000.00	\$500.00	\$1,500.00		\$1,500.00	
Matt Winters Excavating LLC	\$3,800.00	\$0.00	\$3,800.00		\$3,800.00	
J. S. Bova Excavating	\$1,500.00	\$0.00	\$1,500.00		\$1,500.00	
S.E.T. Inc.	\$12,980.00	\$0.00	\$12,980.00		\$12,980.00	
40. 1.00 LS OF (624) MOBILIZATION						
Utility Contracting, Inc.	\$9,000.00	\$0.00	\$9,000.00		\$9,000.00	
Matt Winters Excavating LLC	\$10,000.00	\$0.00	\$10,000.00		\$10,000.00	
J. S. Bova Excavating	\$14,432.00	\$360.00	\$14,792.00		\$14,792.00	
S.E.T. Inc.	\$25,837.00	\$105.00	\$25,942.00		\$25,942.00	

South Cadillac Drive, Phase II & Brookfield Avenue Storm Sewer Improvements  
 ABC Water & Stormwater District  
 Bid Opening Date: February 24, 2022  
 Bid Tabulation Summary

Project No. 210697

LIST OF ALL ITEMS  
 NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

<u>Bidders</u>	<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
41. 300.00 SY OF (659) SEEDING AND MULCHING, AS PER PLAN						
Utility Contracting, Inc.	\$8.00	\$3.00	\$11.00		\$3,300.00	
Matt Winters Excavating LLC	\$3.50	\$2.25	\$5.75		\$1,725.00	
J. S. Bova Excavating	\$1.00	\$0.55	\$1.55		\$465.00	
S.E.T. Inc.	\$5.04	\$7.00	\$12.04		\$3,612.00	
42. 50.00 EACH OF (832) EROSION CONTROL, AS PER PLAN						
Utility Contracting, Inc.	\$1.00	\$0.00	\$1.00		\$50.00	
Matt Winters Excavating LLC	\$3.75	\$2.50	\$6.25		\$312.50	
J. S. Bova Excavating	\$5.00	\$5.00	\$10.00		\$500.00	
S.E.T. Inc.	\$0.50	\$0.50	\$1.00		\$50.00	

Belcastro Valuation Services, LLC  
274 Baldwin Court  
Westerville, OH 43082  
614-208-3353 / 614-329-9077

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## INVOICE

**Invoice:** #326

**P.O. Number:** 122-2021

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**Date:** November 9, 2021

**To:** ABC Water  
P.O. Box 3554  
Boardman, OH 44512

Attn: Mr. George Platton

**From:** Belcastro Valuation Services, LLC  
274 Baldwin Court  
Westerville, OH 43082

Attn: Ms. Rebecca A. Belcastro, Owner  
EIN #: 81-4919502

**RE:** Appraisal Assignment:

**MAH- Market Street Appraisal Review**

**Subject:** Market Street Elementary School  
5555 Market Street, Youngstown, OH 44512  
14.602 acres – APN# 29-003-0-192.00-0

**Owner:** Boardman Local School District Board of Education

**Fee:** Total For Services Rendered

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**\$1,250.00**



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Rebecca A. Belcastro  
State Certified - General Appraiser - #ACG2007004534

**GORDON TREE EXPERT COMPANY**

6227 E CALLA RD  
NEW MIDDLETOWN, OHIO 44442  
330-549-3253

**Invoice**

Date	Invoice #
4/8/2022	1390

<b>Bill To</b>
ABC WATER & STORM WATER DISTRICT PO BOX 3554 YOUNGSTOWN, OHIO 44511

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/8/2022			
Quantity	Item Code	Description			Price Each	Amount
	9999	BOARDMAN TOWNSHIP FEMA STREAM RESTORATION PROJECT. REMOVED FELLED TREES CHIPPING BRUSH HAULING LARGE LOGS AWAY. CHIPS LEFT ON SITE.			42,500.00	42,500.00
					<b>Total</b>	\$42,500.00



## **Stream Flow and Water Quality Modeling of Mill Creek Watershed to Identify Critical Sources of Pollutants Using PCSWMM**

PI: Dr. Suresh Sharma, Associate Professor, Youngstown State University, Youngstown, OH, 444555, [ssharma06@ysu.edu](mailto:ssharma06@ysu.edu), 330-941-1741

Co-PIs: Dr. Felicia Armstrong, Associate Professor, YSU and Dr. Sahar Ehsani, Assistant Professor, YSU

### **Background**

Mill Creek is located in northeast Ohio in the Mahoning River Watershed. It drains approximately 78.4 square miles, with the main river course flowing through the City of Columbiana, Beaver Township, Boardman Township, and the City of Youngstown before joining the Mahoning River. Mill Creek has several stream impairments that degrade water quality and effect flow regime alterations. Many of the impairments are due to point and non-point sources such as stormwater runoff and combine sewer overflows, failing septic systems, aging sewer infrastructure, loss of vegetated riparian areas, and sedimentation from upstream headwater tributaries. Mill Creek includes numerous sub-watersheds, Andersons Run-Mill Creek HUC-12 (050301030803), the Headwaters Mill Creek (05030103081), and Indian Run (05030103080). Seven major tributaries found in these watersheds will be focused on for modeling points: Andersons Run, Cranberry Run, Bears Den Run, Ax Factory Run, Sawmill Run, Indian Run, and Turkey Creek. Understanding these interactions with help with other water quality problems in Mill Creek including algal blooms, turbidity, bacterial contamination, and large fish kills. Past study suggests that low dissolved oxygen (DO) was the cause of the mortality.

Mill Creek water quality has been periodically monitored, especially since the fish kill in 2013. This monitoring is primarily limited to bacteria and other select water quality parameters. To enable stakeholders to make better informed decisions on best management practices (BMPs), monitoring water quality and modeling stream flow in the watershed is required.

### **Objective**

The major objective is to identify critical source pollutant loadings in Mill Creek. Evaluating the pollution contributions from tributaries as well as direct input from runoff is crucial for stakeholder decision making and updates to nonpoint source implementation strategic (NPSIS) plans.

### **Scope**

Water quality / hydrologic, and hydraulic modeling of the Mill Creek main stem from its discharge at the Mahoning River to the near the Mill Creek Headwaters (HUC-12) is the intended focus of this project. Samples will be taken from one meter of the shoreline to the middle of the stream, close as possible to the main water channel and in the middle of the water column. Sampling will be focused along the Mill Creek main branch at these seven tributary streams:

Proper labeling shall include location name, date and time of samples collection, name/initials of sampler, and preservatives used (if any).

Mid-year sampling and modeling progress update including sampling results will be submitted to the ABC District Board.

The mid-year report will include a PowerPoint summary with both sampling and model development). Mean and standard deviation for pollutants will be provided.

All water quality data previously observed at various locations of the Mill Creek will be gathered for model calibration and validation. We will engage undergraduate students from YSU Civil Engineering and Environmental Sciences Program to collect the samples. Similarly, we will engage a graduate student from the YSU Civil Engineering Program to develop a Storm Water Management Model (PCSWMM) to identify the hotspots of the critical sources of the pollution. The model will include cross sections of Mill Creek Main Stem to near the Mill Creek Headwater HUC-12 watershed at Western Reserve Rd.

Currently, YSU has received the academic version of PCSWMM model for free of cost (available through US EPA). We will utilize storm sewer data, various GIS layers of elevation, contour, parcel data, road, etc. to develop the model. Some of the GIS data have been already received from CT consultants. Some GIS data have been downloaded from the website <https://www.mahoningcountyoh.gov/161/GIS>) and some of the data will be taken from Ohio Geographically Referenced Information Program (ORGRIP at <https://www.ogrip.oit.ohio.gov/>).

The climate data will be downloaded from Youngstown-Warren regional airport (GHCND: USW00014852) for model development. ABC Water & Stormwater District will also contribute available climate data downloaded from ABC's weather stations. The flow data recorded by USGS in Mill Creek will be utilized for model calibration and validation. Currently, there are three USGS gauge stations which offer flow data prior to 2000. These three USGS gaging stations are USGS 03098406 Mill Creek at Shields Rd., USGS 03098500 Mill Creek at Youngstown OH, and USGS 03098513 Mill Creek at Price Rd. at Youngstown OH. These stations offer historical flow data prior to 2000. We will calibrate and validate the model using this historical data. Since land use/land cover of the Mill Creek watershed has not significantly changed within the last two decades, the model will be used to predict future flows. The USGS 03098390 Mill Creek Youngstown rain gauge will be the primary rain gauge for the model.

Flow collected as a part of the regular inspection of the existing storm sewer system will be considered for model calibration and validation in the seven tributaries.

#### **Available Resources**

The University has two well-equipped environmental labs for the analysis of water quality parameters. Also, YSU has sophisticated equipment such as the flow tracker II and Levellogger for stream depth. The University will provide a computer and office space for the graduate student. The PCSWMM model has been installed in the YSU computer of the Civil Engineering Program. Currently, a graduate student is working as a Teaching Assistant at YSU and will work on this



## Appendix

### Sampling:

Water samples will be acquired either by wading into the stream, utilizing a long-handled dipper or a bucket (to access water from overpasses and bridges). Nalgene sample bottles will be washed with lab soap, rinse thoroughly, acid washed, and deionized water rinsed then allowed to air dry prior to use. During sampling, each container (dipper, bucket, sample bottle), will be rinsed three times with sample water then the water bottles are filled to volume and capped tightly. Each site will have two grab samples taken from the site and all analysis will be done in duplicate with one analysis from each grab sample. If the samples do not agree and additional, replicate will be done to confirm the results. Samples will be transported in a cooler at 4°C and remain in a refrigerator until analysis.

### Field Methods:

Water temperature, conductivity, pH, and conductivity will be taken using an YSI ProPlus meter at each sampling site. Each sensor will be calibrated using appropriate standard solution and calibration verified prior to the start of sampling.

### Biochemical Oxygen Demand

Biochemical Oxygen Demand (BOD) will be conducted using the 5-day standard test (Method 5210, Baird et al. 2017). Samples must be analyzed within 24 hours preferably by 6 hours after sampling. When analysis is delayed, samples will be kept at 4°C until analyzed and noted if time exceeds the 6-hour holding time. Each site sample will be prepared in three to four different dilutions. Approximately three milliliters of standard seed solution (PolySeed) will be added to each sample and the bottle is filled to volume with dilution water. Dilution water is composed of a phosphate buffer solution, magnesium sulfate solution, calcium chloride solution, and ferric chloride solution as outline in the Standard Method (Baird et al. 2017). DO is measured, recorded (YSI 5100), the stopper inserted and the bottle inverted to insure no air bubbles are trapped, then the bottle is water seal and capped. All samples, including unseeded blanks, seeded blanks, and the 2% glucose-glutamic acid (GGS) standard solution will be incubated with samples at 20°C for 5 days. After 5-days the samples are removed and the DO is measured. The BOD is calculated using Eq. 1

$$BOD5 = \frac{[(D1-D2)-(S1-S2)f]}{P} \quad \text{Eq. 1}$$

D1 = DO of sample immediately after preparation, mg/L

D2 = DO of sample after 5day incubation, mg/L

S1 = DO of seeded control immediately after preparation, mg/L

S2 = DO of seeded control immediately after preparation, mg/L

$$TS - TSS = TDS$$

Eq. 4

### Soluble Reactive Phosphorus

Orthophosphate or Soluble reactive phosphorus will be determined using Standard Method 4500-P (Baird et al. 2017) also known as the Ascorbic Acid Method (4500-P E.) and consistent with EPA Method 365.2; this method needs to be completed within 48 hours of sampling. Samples will be filtered through a 0.45 um filter prior to analysis. Subsamples of each water sample will be extracted in duplicate. A combined reagent is made just prior to analysis composed of 100mL of 5N H<sub>2</sub>SO<sub>4</sub>, 10mL of potassium antimony tartrate solution and 60 mL of ascorbic acid (Baird et al., 2017); this solution is effective for 4 hours. Calibration standards will be made using stock standard solution (RICCA Chemical) to produce a calibration curve up to 1 mg/L PO<sub>4</sub>-P. In addition, a spike sample will be done for each 20 samples analyzed. All standards, spikes, a blank, and samples will have 2 ml of combined reagent added to each 25 ml of water/standard and allowed to sit for 10-15 minutes to produce a blue color. The blank will be used to zero the spectrophotometer (GENE SYS 10S VIS) at 880 nm. The absorbance is read at 880 nm on each standard, sample, and spiked sample no sooner than 10 minutes after adding combined reagent but before 30 minutes. The standard curve is plotted with the concentration on the x-axis and the absorbance on the y-axis. The resulting regression equation is used to determine the concentration of soluble reactive phosphorus.

### Nitrate

Nitrate will be determined using the cadmium reduction method (Hach method 8192) based on Standard Method 4500-NO<sub>3</sub>. The Hach NitroVer 6 Reagent Powder (cadmium) is added to 15 ml of sample, mixed for 3 minutes followed by an addition 2 minutes to react without mixing. Approximately 10 ml of sample solution is transferred to a clean tube leaving the cadmium behind. NitrVer 3 is added to the 10 ml sample and mixed for 30 seconds. The sample is allowed to react for 15 minutes to produce color. Calibration standards will be made using stock standard solution (RICCA Chemical) to produce a calibration curve up to 1 mg/L NO<sub>3</sub>-N. In addition, a spike sample will be done for each 20 samples analyzed. Absorbance is measured (GENE SYS 10S VIS) for all samples and standards against a blank solution at 543 nm. The standard curve is plotted with the concentration on the x-axis and the absorbance on the y-axis. The resulting regression equation is used to determine the concentration of soluble reactive phosphorus.

### Bacteria: Total coliform and *E. coli* – estimate this will cost an additional \$1000/year

Total Coliform and *E. coli* will be determined using the IDEXX Quanti-Tray/2000 system which is based on the Most Probable Number (MPN) model in the Standard Methods for the Examination of Water and Wastewater (Baird et al. 2017). Each duplicate grab sample will be analyzed for bacteria. A subsample of 100 ml will be mixed with Colilert reagent then directly poured into the Quanti-tray. The tray is seal by with Quanti- tray sealer and incubated at 35° +/- 0.5° C for 24 hours. After incubation, total coliform positive wells are yellow in color and



## **Exhibit B**

### **YSU Cost Estimate**

#### **Budget**

The PI and two Co-PIs are volunteering for this project for entire two years and not requesting any salary.

The graduate student is currently Teaching Assistant (TA) in Civil Engineering Program for one more semester. We will request him salary for two academic semester and summer salary. The student can be paid maximum 20 hours per week as per the university policy. The hourly wages for a student would be @ \$15 per hour.

#### **Summer salary for a graduate student**

Salary for two academic semesters: \$10,000

Two year summers salary for graduate student (lump sum) = \$5,000

Fringe benefits:  $0.05 * \$15,000 = \$750$

We will also request the cost for few supplies for samplings to engage undergraduate students on hourly wages.

#### **Supplies Cost (\$5,000)**

Supplies cost for two years is \$2,500 per year (Lump sum \$3,500 per year if we analyze E-Coli and Total Coliform).

#### **Undergraduate Salary**

In order to sample these water quality variables (**pH, DO, Turbidity (TSS), Phosphorus, BOD, Nitrate Nitrogen, chloride, conductivity etc.**), two students will be employed who will take at least 8 samples per year for each location. They will take samples at least in 7 locations. The lab analysis period is 10 hours and the sampling time is 6 hours. However, we will request the budget just for 50% of the total time; that is 8 hours at seven locations, for each sampling at \$12 per hour for 2 year is  $2 * (2 * 8 * 8 * \$12) = \$3,072$

Fringe Benefits at 5% is  $\$3,072 * 0.05 = \$154$

**Total Cost: \$23,976**

## MINUTES OF MEETING HELD MAY 17, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-05-17-01:** Motion was made by Mr. Dockry to approve the Minutes of the Regular Meeting held April 19, 2022.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-05-17-02:** Motion was made by Mr. Dockry to approve and pay all bills and payroll due.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-05-17-03:** Motion was made by Mr. Dockry to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD MAY 17, 2022

**RESOLUTION 22-05-17-04:** Motion was made by Mr. Dockry to approve Cross Brothers Landscaping to perform the required maintenance at the Indian Run Detention Pond once a month during the growing season to include approximately five (5) cuts at \$950.00 per cut. This service will be funded from line item expense # 5101-620-430-0002.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-05-17-05:** Motion was made by Mr. Dockry to approve the design, bidding, and construction phase professional services for the Homestead Drive Storm Improvements in Boardman not to exceed \$89,600.00 from line item expense #5101-539-346-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-05-17-06:** Motion was made by Mr. Dockry to approve the attached work authorization for general services from CT Consultants for \$20,000.00 for Boardman from line item expense #5101-539-346-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	


There were no Petitions to review.

There was no New Business.

## MINUTES OF MEETING HELD MAY 17, 2022

**RESOLUTION 22-05-17-07:** Motion was made by Mr. Loree to adjourn at 2:22 p.m.  
Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
\_\_\_\_\_  
Keith Rogers  
President  
\_\_\_\_\_  
Mr. Michael Dockry  
Secretary



Cross Brothers Landscaping LLC.  
433 North Raccoon Rd  
Phone: 3307922942  
Mobile: 3305181140  
crosslawnandlandscape@zoominternet.net



**Bill To**  
ABC District

**Estimate** ESTIMATE Indian  
**Run Detention 4272022**

2022-05-03

Terms Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Indian Run Detention : Cut and Trim grass as outlined on provided property map once per calendar month. The dates of service will vary each month based on weather and ground conditions.	1.00	\$ 950.00	\$ 950.00
Subtotal		\$ 950.00	
Shipping		\$ 0.00	
Total		\$ 950.00	
Paid		\$ 0.00	
Balance Due		\$ 950.00	

**Payment Instructions**

Bank Transfer  
Venmo, Zelle

By Check

Make checks payable to: Cross  
Brothers Landscaping LLC.

Other

cash or check accepted

# Revenue Status

By Fund  
As Of 5/17/2022

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-390-0001	Other - Special Assessments{BOARDMAN}	\$0.00	\$0.00	\$0.00	0.000%
1000-390-0002	Other - Special Assessments{CANFIELD}	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 5101 Water Operating

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
5101-390-0001	Other - Special Assessments{BOARDMAN}	\$1,129,000.00	\$0.00	\$1,129,000.00	0.000%
5101-390-0002	Other - Special Assessments{CANFIELD}	\$274,000.00	\$0.00	\$274,000.00	0.000%
5101-701-0000	Interest	\$0.00	\$0.00	\$0.00	0.000%
5101-701-0001	Interest{BOARDMAN}	\$1,000.00	\$479.53	\$520.47	47.953%
5101-701-0002	Interest{CANFIELD}	\$500.00	\$39.82	\$460.18	7.964%
5101-892-0001	Other - Miscellaneous Non-Operating{BOARDMAN}	\$0.00	\$6,988.50	-\$6,988.50	0.000%
5101-892-0002	Other - Miscellaneous Non-Operating{CANFIELD}	\$0.00	\$0.00	\$0.00	0.000%
5101-923-0007	OWDA Loans Issued{LOCH HEATH}	\$200,000.00	\$0.00	\$200,000.00	0.000%
5101-923-0009	OWDA Loans Issued{PEBBLE BEACH}	\$200,000.00	\$5,865.00	\$194,135.00	2.933%
5101-923-0010	OWDA Loans Issued{CRANBERRY RUN}	\$106,140.19	\$128,935.32	-\$22,795.13	121.476%
5101-923-0011	OWDA Loans Issued{INDIAN RUN BOARDMAN}	\$1,564.25	\$2,148.66	-\$584.41	137.360%
5101-923-0012	OWDA Loans Issued{INDIAN RUN CANFIELD}	\$11,771.22	\$16,168.93	-\$4,397.71	137.360%
5101-999-0003	Other - Other Financing Sources{REIMBURSEMENT AUSTINTOWN}	\$10,000.00	\$0.00	\$10,000.00	0.000%
5101-999-0004	Other - Other Financing Sources{REIMBURSEMENT BOARDMAN}	\$0.00	\$0.00	\$0.00	0.000%
5101-999-0005	Other - Other Financing Sources{REIMBURSEMENT CANFIELD}	\$10,000.00	\$0.00	\$10,000.00	0.000%
Fund 5101 Sub-Total:		\$1,943,975.66	\$160,625.76	\$1,783,349.90	8.263%

**Fund Status**

UAN v2022.3

As Of 5/10/2022

<b>Fund Number</b>	<b>Fund Name</b>	<b>% of Total Pooled</b>	<b>Fund Balance</b>	<b>Investments (Non-Pooled)</b>	<b>Checking &amp; Pooled Investments (Pooled)</b>
5101	Water Operating	100.000%	\$1,700,900.39	\$0.00	\$1,700,900.39
All Funds Total			\$1,700,900.39	\$0.00	\$1,700,900.39
Pooled Investments					\$0.00
Secondary Checking Accounts					\$0.00
Available Primary Checking Balance					\$2,702,187.23

Last reconciled to bank: 02/28/2022 – Total other adjusting factors: \$0.00

It is good practice to reconcile account balances with the bank every month. A current reconciliation should be posted for your financial records and for auditing purposes.



# work authorization



name: ABC Water and Storm District      date: 5/16/2022      wa no.:  
attn: Jason Loree, President ABC  
phone: 330-726-4177      e-mail: jlore@boardmantwp.com  
fax: 330-726-4175      web address: http://www.abcwatdistric  
t.com/

project title: Homestead Drive Storm Improvements

project description: Design, Bidding, Construction Phase Professional Services. See attached scope.

project location: Boardman Township. Homestead Drive.

invoicing instructions: Hourly, Not-To-Exceed \$89,600, CT Prevailing Wage Rates

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

Jason Loree

CT CONSULTANTS, INC.

By

[Signature]

Authorized Signature

Mark Delisio P.E.

Mark Delisio, P.E.

Date

Accepted

5-17-2022

Date 5/16/2022

Please sign and return one copy to our office.

# work authorization



ABC Water & Stormwater District  
Work Authorization 5/3/2022  
Homestead Drive Storm Improvements

## Background

ABC has identified a failed (collapsed) 54" storm sewer as a part of the Cranberry Run Condition Assessment performed in 2020. Since the original inspection, the site has been visited for project development and the failure continues to worsen. In March of 2022 the District removed trees in the proposed project area and had 2 work agreements signed by the homeowners at 161 and 167 Homestead Drive.

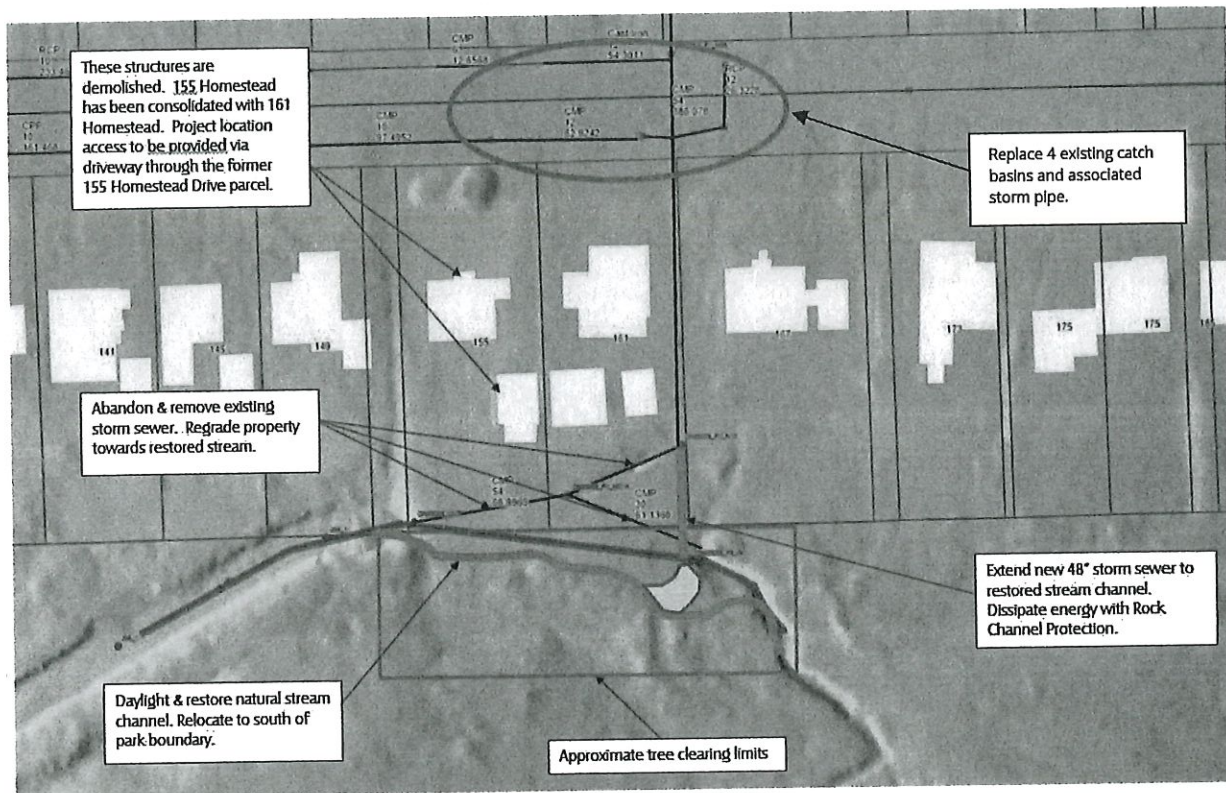
The District wishes to remove the collapsed pipe and daylight the existing stream. The project will also include rock channel protection at the new outfall discharge, regrading of the existing stream, and establishment of vegetation to prevent erosion. Drainage catch basin and piping along Homestead will also be included for replacement/upgrade.

Television records show that river rock has built up within the system. This river rock should remain on site to the greatest extent possible to protect the proposed stream bed until other natural material deposits itself in the project area.

Impacts beneath the ordinary high water mark are expected near the discharge end of the proposed facilities. USACE permitting coordination will be necessary.

Contractor access to the site will be provided via the existing concrete drive (side lot) of 161 Homestead Drive. This drive will be replaced upon completion of construction.

# work authorization



Concept Plan

## Scope of Services

### Field Study

- Retracement Survey (Boundary Survey)
- Existing Conditions Survey (including Process existing bare earth surface file into contours and limited on site survey). Includes Ohio 811 & utility locating.
- Easement Document Packages (assume 3 easements)
- Title Reports (assume 5 parcels)

### Permitting

- Wetland and stream delineation of existing surface water features
- Coordination with USFWS and ODNR regarding listed species
- Coordination with OHPO regarding historic properties and cultural resources
- Preparation of Nationwide Permit application



# work authorization



## Design

- Develop design plans, notes, and details including stream daylighting and new stream grading/vegetation, replacement of existing 4 catch basins and connection pipes, rock channel protection at discharge and along/in stream as necessary.
- 50% Drawings (Assumes cover + 6 additional sheets)
- 100% Drawings
- Engineer's estimate
- CT Standard Technical Specifications
- One public meeting during design
- Project management & QAQC

## Bid Services

- Prepare bid booklet including front-end documents, wage requirements information, technical specifications, and any necessary bid booklet attachments.
- Prepare advertisement and publish advertisement
- Answer questions received during bidding period
- Prepare any addendums necessary
- Attend and assist with bid opening
- Review bids, prepare bid results letter
- Execute contract documents

## Construction Phase Services

- Half time construction observation (assume 8.3 weeks construction)
- Construction project management and administration

## Services not included;

Easement acquisition, permitting fees, tree clearing coordination, or any other services not stated above



# work authorization



## Schedule

Survey Basemap 30 Days from date of signed work authorization  
50% drawings 60 days from date of signed work authorization  
100% drawings and technical specifications 120 days from date of signed work authorization  
Bid advertisement 130 days from date of signed work authorization

## Fee

Item	Fee
Field Study, Survey & Easements	\$ 15,600
Permitting	\$ 6,200
Design	\$ 28,300
Bid Services	\$ 6,000
Construction Phase Services (CA/CO)	\$ 33,500
Total	\$ 89,600

The total will be billed hourly not-to-exceed. Invoices will be generated monthly. CT may alter use of funds between phases listed above, but will not exceed the "Total" without prior authorization.

R:\CO\_Mahoning\ABC Water & Stormwater District\Stormwater\Work Authorizations\029 Homestead Storm Sewer Replacement - April 2022\WA For ABC - Homestead Drive Stormwater Improvements 2022.05.16.Docx

# Work Authorization



Name: ABC Water and Storm District      Date: 5/9/2022      wa no.:  
Attn: Jason Loree, Board Member  
Phone: 330-726-4177      E-mail: jlore@boardmantwp.com  
Fax: 330-726-4175      Web address: <http://www.abcwatdistrict.com/>

Project Title: General Services – Continuous Utility Fee Support	Project Description: Responding to inquiries by the District Board, adjustments, credits, fee resolution, & administrative assistance. See attached scope. Boardman Township Only.
Project Location: Boardman Township	Invoicing Instructions: CT services billed hourly not to exceed \$20,000.00.

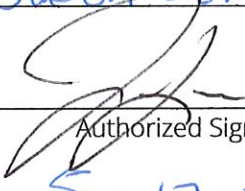
NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner	<u>Jason Loree</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u>Mark Delisio P.E.</u> Mark Delisio, P.E.
Date Accepted	<u>5-17-2022</u>	Date <u>5/9/2022</u>

Please sign and return one copy to our office.

# Work Authorization



ABC Water & Stormwater District  
Work Authorization 5/9/2022  
General Services – Continuous Utility Fee Support

## SCOPE:

For Boardman Township Related Services Only;

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board. Assist the District with navigating private property basin maintenance, accounting of parcels, field investigations for condition, improvement recommendations, sketches, concept planning, grant applications, and quote requests.
5. Develop in-kind services proposals and coordinate with fee payers upon request. i.e. Forest Lawn Memorial Park Cemetery.
6. Provide preliminary design services, investigations, concept planning for upcoming projects.
7. Develop sketches or request quotes on the District's behalf. Respond to customer complaints. Update district mapping, update conditions assessments, provide maintenance recommendations.
8. Perform H&H investigations and modeling as requested including but not limited to Boardman Community Baseball and Shops as Boardman Park Detention.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

## MINUTES OF MEETING HELD JUNE 21, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-06-21-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held May 17, 2022.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-06-21-02:** Motion was made by Mr. Rogers to approve and pay all bills and payroll due.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-06-21-03:** Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	



## MINUTES OF MEETING HELD JUNE 21, 2022

**RESOLUTION 22-06-21-04:** Motion was made by Mr. Loree to approve the annual membership fee for The Coalition of Ohio Regional Districts (CORD) for \$250.00 from Appropriation Line 5101-539-391-0001 and 5101-539-391-0002 as there is a 50/50 split between the two line items.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-06-21-05:** Motion was made by Mr. Rogers to adopt the Uniform Guidelines for the ABC Water and Storm Water District.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-06-21-06:** Motion was made by Mr. Rogers to adopt the attached resolution between the ABC Water and Storm Water District and Youngstown State University. The funding for this agreement is from appropriation line 5101-539-349-0001.

Seconded by Mr. Loree.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	



There were no Petitions to review.

Under New Business, discussion ensued regarding Glenwood Avenue and a drain pipe that runs under a Boardman resident's driveway.

**MINUTES OF MEETING HELD JUNE 21, 2022**

**RESOLUTION 22-06-21-07:** Motion was made by Mr. Loree to adjourn at 2:13 p.m.  
Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
\_\_\_\_\_  
Keith Rogers  
President  
\_\_\_\_\_  
Mr. Michael Dockry  
Secretary

# MEMBERSHIP INVOICE

## Coalition of Ohio Regional Districts

Ohio's "6119" Regional Water & Sewer Districts

1086 N. Fourth Street, Suite 105, Columbus, OH 43201  
Phone 614-464-4414 Fax 614-464-0604  
inquiry@cordohio.org



Date: June 1, 2022

TO Jason Loree, Boardman Township  
ABC Water and Storm Water District  
8299 Market Street  
Boardman, OH 44512-6289

DISTRICT OR ASSOCIATE MEMBER	# OF TAPS*	MEMBERSHIP TERM	DUE DATE
District	700	2022 calendar year	August 31, 2022

QTY	DESCRIPTION	DUES	TOTAL
	<u>2022 CORD Membership</u>		
	<b>*Note:</b> This invoice was based upon the number of combined water & sewer taps you reported last year. If the number has changed, please pay the amount which corresponds to the number of taps, as shown below. Thank you.		
1	Under 1,000 combined water and sewer taps	\$250.00	\$250.00
	1,001-3,000 combined water and sewer taps	\$350.00	
	3,001-5,000 combined water and sewer taps	\$650.00	
	5,001-10,000 combined water and sewer taps	\$950.00	
	10,001-50,000 combined water and sewer taps	\$1,500.00	
	More than 50,000 combined water and sewer taps	\$3,000.00	
	Associate Membership	\$250.00	
	<u>Suggested "Legislative Action" Contribution</u>		
1	Under 1,000 combined water and sewer taps	\$1,000.00	\$1,000.00
	1,001-3,000 combined water and sewer taps	\$1,750.00	
	3,001-5,000 combined water and sewer taps	\$3,250.00	
	5,001-10,000 combined water and sewer taps	\$4,750.00	
	10,001-50,000 combined water and sewer taps	\$6,250.00	
	More than 50,000 combined water and sewer taps	\$11,500.00	
	TOTAL DUES		\$ 250.00
	TOTAL SUGGESTED CONTRIBUTION		\$1,000.00
	TOTAL		<del>\$1,250.00</del>

**\$250.00**

Please make checks payable to: Coalition of Ohio Regional Districts  
THANK YOU FOR YOUR MEMBERSHIP

RESOLUTION NO. 22-06-21-06

ABC Water and Storm Water District  
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District, Mahoning County, Ohio met in regular session, pursuant to notice, on the 21<sup>st</sup> day of June, 2022 at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers

Mr. Jason Loree moved the adoption of the following Resolution:

**BE IT RESOLVED** by the Board of Trustees of the ABC Water and Storm Water District:

1. That the District Board hereby approves the Master Sponsored Agreement with Youngstown State University, as presented, and authorizes Jason Loree to execute the Agreement, and all other necessary and applicable documents related to said Agreement.
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Mr. Michael Dockry moved to second the above.

Michael Dockry	<u>AYE</u>
Jason Loree	<u>AYE</u>
Keith Rogers	<u>AYE</u>

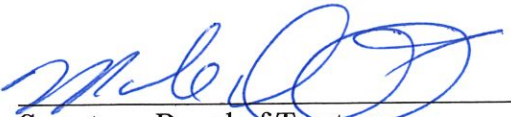
Adopted the 21<sup>st</sup> day of June, 2022.

  
\_\_\_\_\_  
Michael Dockry

  
\_\_\_\_\_  
Jason Loree

  
\_\_\_\_\_  
Keith Rogers

Attest:

  
\_\_\_\_\_  
Secretary, Board of Trustees



## MASTER SPONSORED AGREEMENT

This Master Sponsored Agreement ("Agreement") made and effective as of June 16, 2022 ("Effective Date") is entered into by and between ABC Water and Stormwater District, a political subdivision of the State of Ohio formed pursuant to R.C. Chapter 6119 ("Sponsor") with a principal place of business at 8299 Market Street, Boardman, Ohio 44512, and Youngstown State University ("University").

**WHEREAS**, the programs contemplated by this Agreement are of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, education institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

### Article 1 Definitions

1. "Sponsored Project" is a program to which the parties have mutually agreed in writing using the form which is attached hereto as Exhibit A.
2. "Principal Investigator" or "PI" is the person, designated by University, and accepted by Sponsor, who is directly responsible for executing, directing, overseeing and reporting a Sponsored Project under this Agreement.
3. "Intellectual Property" means and includes all technical information, inventions, trade secrets, patents, copyrights, trademarks, research, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes, specimens, biological materials, software, designs, drawings, sketches and other proprietary ideas, whether or not patentable or copyrightable, developed during a Sponsored Project.
4. "University Intellectual Property" shall mean individually and collectively all Intellectual Property that is conceived and/or made solely by one or more employees of University in performance of a Sponsored Project. It is understood and agreed by the parties that any person who is a University employee, faculty member or student as referenced in Ohio R.C. 3345.14 shall be considered to be a University employee herein.
5. "Joint Intellectual Property" shall mean individually and collectively all Intellectual Property which is conceived and/or made jointly by one or more employees of University and by one or more employees of Sponsor in performance of a Sponsored Project.
6. "Sponsor Intellectual Property" shall mean individually and collectively all Intellectual Property conceived of and/or made solely by the employees of Sponsor without the use of University facilities or equipment in performance of a Sponsored Project.

## **Article 2      Term**

This Agreement shall be effective as of the Effective Date and shall extend from \_\_\_\_\_ to \_\_\_\_\_ (the "Term"), unless terminated earlier by either party pursuant to Article 8 of this Agreement.

## **Article 3      Sponsored Project**

**3.01** University shall commence each Sponsored Project promptly after the effective date of the Sponsored Project and upon payment by Sponsor of any funds owed, and shall use reasonable efforts to conduct such Sponsored Project in accordance with the terms and conditions of this Agreement. Sponsor acknowledges that University and the PI shall have the freedom to conduct and supervise a Sponsored Project in a manner consistent with the University's research mission. This Agreement shall not be construed to limit the freedom of individuals participating in a Sponsored Project to engage in any other research.

**3.02** During the Term of this Agreement, any changes in the direction or scope of a Sponsored Project must be in writing as an amendment to the relevant Sponsored Project and agreed to by mutual consent of the parties by their authorized representatives.

**3.03** If the services of the PI of a Sponsored Project become unavailable to University for any reason, University shall be entitled to designate another member of its faculty, who is acceptable to both parties, to serve as the PI of such Sponsored Project. This acceptance is not to be unreasonably withheld. If a substitute PI is not designated within sixty (60) days after the original PI ceases his or her services under this Agreement, either party may terminate the relevant Sponsored Project, and if this Agreement is terminated pursuant to this section, Sponsor shall receive a refund of a portion of the sums paid to University on a pro rata basis for any work not completed by University.

## **Article 4      Costs**

**4.01** Sponsor will pay University the amounts described in each Sponsored Project.  
**FIXED PRICE \$23,976.00**

## **Article 5      Publications**

**5.01** Notwithstanding anything to the contrary, Sponsor recognizes that the results of a Sponsored Project may be publishable and agrees that researchers engaged in a Sponsored Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of a Sponsored Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication because it contains patentable subject matter that needs protection. In the event that Sponsor makes such objection, University shall refrain from making such publication or presentation for a maximum of sixty (60) days



from the date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a student of the University with respect to preparation and submission of a thesis or dissertation.

## **Article 6      Intellectual Property**

**6.01** All rights and title to University Intellectual Property shall belong to University. Sponsor Intellectual Property shall belong to Sponsor. Joint Intellectual Property shall belong jointly to University and Sponsor. Both University and Joint Intellectual Property shall be subject to the terms and conditions of this Agreement.

**6.02** University will notify Sponsor of any University Intellectual Property or Joint Intellectual Property conceived and/or made during the term of a Sponsored Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file and prosecute such U.S. and foreign application in University's name if for University Intellectual Property, and in both University's and Sponsor's names if for Joint Intellectual Property. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s). Sponsor shall cooperate with University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Sponsor shall be given an opportunity to review and provide input thereto. At Sponsor's request, University shall keep Sponsor advised as to developments with respect to such application(s) and shall use best efforts to supply to Sponsor copies of papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.

**6.03** If Sponsor elects not to seek protection pursuant to Article 6.02, or decides to discontinue the financial support of the prosecution or maintenance of the protection, or elects not to exercise its option pursuant to Article 7, and thereby forego its rights thereto, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense and for its own purposes.

## **Article 7      Grant of Rights**

**7.01** In consideration of Sponsor's participation as a sponsor of a project, University shall grant to Sponsor a first option to negotiate to acquire a royalty-bearing license to utilize University Intellectual Property and/or Joint Intellectual Property and to make, have made, use and sell products using or incorporating University Intellectual Property and/or Joint Intellectual Property. Any license agreement will not include the right to sublicense the University Intellectual Property and/or Joint Intellectual Property unless it is subject to



the prior written consent and approval of University. However, University will retain the right to use the University Intellectual Property and/or Joint Intellectual Property for educational and research purposes only.

**7.02** University and Sponsor will negotiate in good faith to determine the terms of a license agreement. If University and Sponsor fail to execute a license agreement within three (3) months following the first disclosure of the University Intellectual Property and/or Joint Intellectual Property to Sponsor, then University shall be free to license the University Intellectual Property and/or Joint Intellectual Property to any party upon such terms as University deems appropriate and without further obligation to Sponsor.

## **Article 8 Termination**

**8.01** Termination of a Sponsored Project with Cause. In the event that either party commits a material breach of its obligations under a specific Sponsored Project under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, the other party may terminate that specific Sponsored Project immediately upon written notice to the party in breach. If the Sponsor terminates a Sponsored Project because the University fails to cure a material breach, the University shall refund a portion of the sums paid to the University on a pro rata basis for the Sponsored Project for any work not completed by University within thirty (30) days of termination of the Sponsored Project.

**8.02** Termination of a Sponsored Project without Cause. Either party may terminate a Sponsored Project under this Agreement without cause upon sixty (60) days prior written notice. In the event Sponsor terminates a project without cause, Sponsor shall pay University for all financial obligations which are non-cancelable and honor stipend and/or tuition obligations to Graduate Students and/or Post-Doctoral employees through the remainder of the current semester/quarter. If the University terminates a Sponsored Project without cause, the University shall refund a portion of the sums paid to the University on a pro rata basis for the Sponsored Project for any work not completed by the University within thirty (30) days of termination of the Sponsored Project.

**8.03**

**8.04** Termination of this Agreement. Either party may terminate this Agreement without cause upon sixty (60) days written notice. Termination of this Agreement shall not cause termination of any active Sponsored Project unless such Sponsored Project is terminated pursuant to Section 8.01 or 8.02.

**8.05** Termination of this Agreement by a party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. Notwithstanding the foregoing, Sponsor's rights under Article 7 shall terminate upon early termination of this Agreement at Sponsor's request or as a result of Sponsor's unremedied default or breach of this Agreement.

**8.06** If the Sponsor terminates a Sponsored Project without cause, Sponsor shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or post-doctoral associate appointments issued pursuant to any Sponsored Project, incurred prior to



the effective date of termination. After termination, any obligation of Sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination.

**Article 9      Disclaimer of Warranties; Indemnification:**

**9.01   UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF A SPONSORED PROJECT, OR THE CONDITION OF ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF A SPONSORED PROJECT OR ANY SUCH INVENTION OR PRODUCT, OR ANY ACTIVITY PERFORMED OR DELIVERABLE PROVIDED HEREUNDER SHALL BE FREE OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS. UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY SPONSOR OR ANY OTHER PERSON RESULTING FROM A SPONSORED PROJECT OR THE USE OF ANY SUCH INVENTION OR PRODUCT.**

**Article 10      General Provisions**

**10.01   The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio. Any action brought to enforce this Agreement shall be brought in Ohio.**

**10.02   In the event of any conflict in terms between documents relating to this Agreement, exhibits attached hereto, or grants hereunder, the terms of this Agreement will govern, except to the extent that such other document expressly contemplates superseding the terms of this Agreement and such other document is executed by authorized representatives of both parties.**

**10.03   Sponsor will not disclose or provide to any employee or agent of University any information subject to the licensing provisions of the International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730- 774, without the prior written notice to and advance approval**

by an authorized representative of University.

**10.04** Sponsor will not use the name of University, nor of any member of University's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor; provided however, University may make available to the public, the title and description of the project, the name of the Principal Investigator, and the amount and source of funding provided for such project.

**10.05** University shall not be responsible to Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of University.

**10.06** Neither party may assign this Agreement without the prior written consent of the other party.

**10.07** Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, facsimile transmission, or email addressed to the parties as follows:

**Administrative for University:**

Severine Van slambrouck  
1 University Plaza  
Youngstown, Ohio 44555  
(330) 941-2378  
[svanslambrouck@ysu.edu](mailto:svanslambrouck@ysu.edu)

**Technical for University:**

Dr. Suresh Sharma  
1 University Plaza  
Youngstown, Ohio 44555  
330-941-1741  
[ssharma06@ysu.edu](mailto:ssharma06@ysu.edu)

**Administrative for Sponsor:**

Jason Loree  
8299 Market Street  
Boardman, Ohio 44512  
330-729-2080  
[JLoree@boardmantwp.com](mailto:JLoree@boardmantwp.com)

**Technical for Sponsor:**

Mark Delisio, P.E.  
20 W. Federal Street, Suite 303  
Youngstown, Ohio 44503  
330-746-1200  
[mdelisio@ctconsultants.com](mailto:mdelisio@ctconsultants.com)

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the Effective Date.

**University**

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

Name: Severine Van slambrouck

Title: Director of Research Services

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

**Sponsor**

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

Name: \_\_\_\_\_ Jason Loree

Title: ABC District Boardmember

Date: 6-16-22



## Exhibit A

**Project Title:** Mill Creek Main Stem Sampling & Model Development

**Project Period:**

**Scope of Work and Budget are Attached**

**Total Project Cost:** \$ 23,976.00 payable at beginning of term  
UNIVERSITY will invoice SPONSOR.

**Invoices should be sent to:**

Name: ABC Water and Stormwater District  
Address: 8299 Market Street  
Boardman, OH 44512  
Phone: 330-729-2080  
E-mail: \_\_\_\_\_

### Payment to University

Check(s) should be sent to:

Youngstown State University  
Bursar's Office  
One University Plaza  
Youngstown, Ohio 44555

### Technical Contacts

**Principal Investigator:**

Name: Dr. Suresh Sharma  
Address: 1 University Plaza  
Youngstown, Ohio 44555  
Phone: 330-941-1741  
Fax:  
Email: ssharma06@ysu.edu  
**University**

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

Name: Severine Van slambrouck

Title: Director of Research Services

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

**Sponsor Technical Representative:**

Name: Mark Delisio, P.E.  
Address: 20 W. Federal Street, Suite 303  
Youngstown, Ohio 44503  
Phone: 330-746-1200  
Fax: mdelisio@ctconsultants.com  
Email:

**Sponsor**

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

Name: Jason Loree

Title: ABC Board Member

Date: 06.16.2022

Exhibit A continued:

### Statement of Work and Budget

#### **Budget**

The PI and two Co-PIs are volunteering for this project for entire two years and not requesting any salary.

The graduate student is currently Teaching Assistant (TA) in Civil Engineering Program for one more semester. We will request him salary for two academic semester and summer salary. The student can be paid maximum 20 hours per week as per the university policy. The hourly wages for a student would be @ \$15 per hour.

#### **Summer salary for a graduate student**

Salary for two academic semesters: \$10,000

Two year summers salary for graduate student (lump sum) = \$5,000

Fringe benefits:  $0.05 * \$15,000 = \$750$

We will also request the cost for few supplies for samplings to engage undergraduate students on hourly wages.

#### **Supplies Cost (\$5,000)**

Supplies cost for two years is \$2,500 per year (Lump sum \$3,500 per year if we analyze E-Coli and Total Coliform).

#### **Undergraduate Salary**

In order to sample these water quality variables (pH, DO, Turbidity (TSS), Phosphorus, BOD, Nitrate Nitrogen, chloride, conductivity etc.), two students will be employed who will take at least 8 samples per year for each location. They will take samples at least in 7 locations. The lab analysis period is 10 hours and the sampling time is 6 hours. However, we will request the budget just for 50% of the total time; that is 8 hours at seven locations, for each sampling at \$12 per hour for 2 year is  $2 * (2 * 8 * 8 * \$12) = \$3,072$

Fringe Benefits at 5% is  $\$3,072 * 0.05 = \$154$

**Total Cost: \$23,976**

## MINUTES OF MEETING HELD JULY 6, 2022

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 1:00 p.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend the meeting. The public and news media were given proper notice regarding this meeting.

**RESOLUTION 22-07-06-01S:** Motion was made by Mr. Loree to adopt the Terracon Asbestos Abatement contract as attached to these minutes.

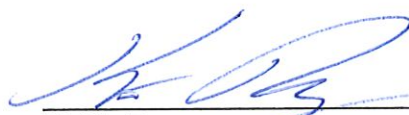
Seconded by Mr. Rogers.


<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-07-06-02S:** Motion was made by Mr. Loree to adjourn at 1:21 p.m.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

  
\_\_\_\_\_  
Keith Rogers  
President

  
\_\_\_\_\_  
Mr. Jason Loree  
Secretary Pro Tem





June 28, 2022

Mr. Jason Loree, District Board Member  
ABC Water and Stormwater District  
8299 Market Street  
Boardman, Ohio 44512

**Re: Professional Architectural/Engineering Services for  
Market Street Elementary School Building Demolition  
5555 Market Street**

Dear Mr. Loree:

CT Consultants, Inc. (CT) is pleased to submit for your consideration this proposal for subject project. CT will provide these services to ABC Water and Stormwater District hereinafter referred to as the Client in accordance with the terms and conditions set herein.

CT understands a vacant school building will be demolished. We anticipate demolishing the buildings in compliance with local zoning and the Mahoning County requirements. There are three (3) phases for this work, abatement, building demolition and basement backfilling/site grading, which are performed by two (2) or more contractors.

Abatement services will be provided through the current Terracon Consultants Agreement. Please refer to the Agreement Amendments.

Lastly, backfilling the basement with engineered fill, grading and seeding the site requires civil engineering services. Since the disturbed area is over an acre, EPA requirements must be addressed. Drawings must be submitted for EPA review along with a storm water pollution protection (SWPP) plan.

**Task I - Contract Documents/Bidding Services**

- A. CT will proceed with preparing applicable drawings, details and specifications for abatement/building demolition.
- B. Civil design and EPA permit application.
- C. Confirm project budgets are maintained or update based on revised scope.



Mr. Jason Loree, District Board Member  
ABC Water and Stormwater District  
June 28, 2022  
Page 2

- D. Support bidding process.
- E. Address contractors' questions during bidding.
- F. Conduct pre-bid meeting with contractors.
- G. Evaluate bids.
- H. Recommend contractors.
- I. Execute contracts.

#### **Task II - Building Demolition Construction Administration Services**

- A. Observation will be performed for building demolition. Building demolition observation is estimated as four (4) inspections and three (3) job meetings.
- B. Site visits will be conducted to gather physical information. A series of photographs will be taken to include in a photo log for reference.
- C. Review and approve applicable submittals; monitor RFI's as necessary.
- D. Review and approve monthly payment applications.
- E. Monitor budget & schedule; maintain compliance.
- F. Provide regular updates to Client.

#### **INFORMATION/SERVICES PROVIDED by the CLIENT**

The Client hereby agrees to provide the following information:

- A. Designate a person to act as the Client's representative with respect to the services to be rendered under this Agreement who shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the services for the project.
- B. Give prompt written notice to the Architect/Engineer whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of the Architect's/Engineer's services, or any defect or nonconformance in the work of any contractor.

#### **FEE and BILLING**

CT will accomplish the work outlined in Tasks I and II in the Scope of Services for the completion of subject project on an hourly basis. Fee is subject to adjustment due to Client requested changes and will not be exceeded without further authorization. Any change from the proposed tasks will require a change in the authorized fee, whether such change increases or decreases the total proposed fee. Invoices will be submitted monthly upon that portion of work actually completed during the month. Invoices are due upon receipt and past due 30-days after receipt.

Mr. Jason Loree, District Board Member  
ABC Water and Stormwater District  
June 28, 2022  
Page Three

	<u>Terracon</u> (See amendments)	<u>Building</u>	<u>Civil</u>
Environmental/Field Services	\$ 950	\$ 3,200	-----
Task I - Contract Documents/Bidding Services	-----	\$ 13,700	\$ 8,700
Task II - Building Demolition CA Services	-----	\$ 17,300	-----
Abatement CA Services (not to exceed)	\$ 6,000	-----	-----
Terracon travel time (not to exceed)	\$ 4,500		
Terracon mileage (not to exceed)	\$ 1,500		
<b>CT Sub-Total</b>		<b>\$ 34,200</b>	<b>\$ 8,700</b>
<b>CT Grand Total</b>		<b>\$ 42,900</b>	

## CLOSURE

If you concur with these terms and conditions and wish us to proceed with the aforementioned work, please sign and return one copy of this Agreement and initial a copy of the Standard Terms and Conditions. Upon receipt of this Agreement, CT can proceed with the work.

Terracon Agreement modifications are also included. Please sign and return to them.

We at CT Consultants, Inc. look forward to the continued opportunity to provide professional services to you and the ABC Water and Stormwater District. Thank you for your consideration.

Respectfully,

**CT CONSULTANTS, INC.**



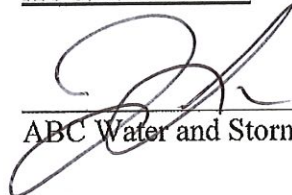
William G. Gallagher, AIA NCARB  
Principal

WGG:mmm


Attachment

Mr. Jason Loree, District Board Member  
ABC Water and Stormwater District  
June 28, 2022  
Page Four

**ACCEPTED BY:**

  
\_\_\_\_\_  
ABC Water and Stormwater District

7-6-22  
Date

  
\_\_\_\_\_  
Witness

7-6-22  
Date

U:\GALLAGHE\Proposals\2022\2206(ABC\_Bldg\_Demo)WGG.Docx



**CT CONSULTANTS**  
**STANDARD TERMS & CONDITIONS**

The following conditions and provisions define the basic terms relating to the services and compensation agreed to and as outlined on the attached Scope of Services; Letter Agreement; and/or, Work Authorization.

OWNER: ABC W-Sub District

ENGINEER: CT Consultants, Inc.

AGREEMENT DATE: 6/28/22

INITIAL: \_\_\_\_\_

**ARTICLE 1 - SERVICES OF ENGINEER**

**1.01 Scope**

A. ENGINEER shall provide all Services set forth herein and upon this Agreement becoming effective, ENGINEER is authorized to begin unless otherwise stipulated to by the OWNER.

**ARTICLE 2 - TIMES FOR RENDERING SERVICES**

**2.01 General**

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

**2.02 Suspension**

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

**ARTICLE 3 - PAYMENTS TO ENGINEER**

**3.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted monthly to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in the Agreement including additional services and reimbursable costs, if any.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

**D. Payments Upon Termination.**

1. In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.



2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.01, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using normal methods and rates.

#### **ARTICLE 4 - OPINIONS OF COST**

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##### **4.01 Opinions of Probable Construction Cost**

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

#### **ARTICLE 5 - GENERAL CONSIDERATIONS**

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##### **5.01 Standards of Performance**

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project.

ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the



Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

#### 5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 5.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long

term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 5.04 Insurance

A. The ENGINEER shall maintain the following insurance:

1. Workmen's Compensation
2. Employer's Liability Insurance
3. General Liability Insurance
4. Automobile Liability Insurance

B. OWNER shall maintain similar insurance and shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER, which are applicable to the Project.

C. If requested, OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage's indicated. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.



B. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and the agreed to fee shall be supplemented to incorporate these requirements.

#### 5.05 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 5.07 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.07.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.



## 5.08 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their right to arbitrate, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

## 5.9 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

## 5.10 Allocation of Risks

### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals and in no case shall this liability exceed the maximum fee amount.

4. In addition to the indemnity provided under paragraph 5.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other



than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

#### **5.11 Notices**

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **5.12 Survival**

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **5.13 Severability**

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **5.14 Waiver**

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**SUPPLEMENT TO AGREEMENT FOR SERVICES****CHANGE TO  
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 02/16/2022, Agreement reference number PN6217442) is between Boardman Township Government Center ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon Consultants will provide services regarding the removal of asbestos-containing materials from the interior aread of the building located at 5555 Market Street in Boardman, Mahoning County, Ohio. Terracon understands the Client is requesting Terracon to provide Asbestos Abatement Project Monitoring at the project site during the asbestos abatement phase of the demolition project.

- 1) Terracon will provide an on-site experienced technician, who is also properly credentialed to provide asbestos abatement monitoring in accordance with applicable federal and state regulations. Regarding the asbestos abatement monitoring pertaining to the interest of the Client Terracon proposes to conduct the following general tasks: 1.) review the credentials of the contractor's on-site personnel to ensure that they meet the appropriate federal/state and specification requirements to work on the project, 2.) record the abatement contractor's abatement activities and perform work area quality assurance checks to ensure abatement is completed in accordance with the project abatement specifications, 3) act as a liaison between the abatement contractor and the client, and 4) conduct final visual inspections after asbestos removal per the abatement project specifications.

Please note that Terracon will not be responsible for the contractor's on-site safety or health/safety programs; if Terracon observes safety concerns, these will be brought to the attention of the contractor and/or Client, and will be the responsibility of the contractor to correct.

- 2) Terracon will provide an on-site technician to complete the above described general tasks at a 4 -hour incremental rate of on-site monitoring, 3 hours of travel time, and 160 miles of travel distance. Our daily rates are based upon daytime business working hours (between the hours of 0800 and 1700), and do not include evenings, nighttime, weekend, or holiday working hours. If "off-hour" working (evening, night time, weekend, holidays, etc.) will be include in the abatement contractors scope of work, our oversight/monitoring hours are subject to amendment. A revised supplement to agreement of services can be submitted to the client to reflect "off-hour" work.
- 3) Terracon will complete a daily project log that will be provided to the client on a weekly basis. .
- 4) Terracon is unaware how many actual asbestos abatement work area containments may be established by an abatement contractor; therefore, it is unknown how many final visual inspections will need to be performed for the project. Copies of each visual inspection will be included in weekly submittals. Based on client's request project management services and closeout reporting are not include in this scope of services.
- 5) At this time, Terracon has been directed to set forth a schedule of 15 (fifteen) site inspections over a project duration of 10 weeks to be invoiced to the client in 4-hour increments. Each site visit for inspection will include travel and mileage as detailed in item 2 above.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon shall complete this scope of services for the following estimated fees:

Task	Units	Unit Rates	Total Estimate
Daily On-Site Monitoring Technician	15 shifts (10 - week duration)	\$400/4-hour work shift	\$6,000 (estimated fee)
Travel and Mileage	15 shifts (10- week duration)	\$300/3-hour trip	\$4,500 (lump sum fee)
		\$0.625 per mile/160 miles	\$1,500 (lump sum fee)

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By: *Kate E. Baney* Date: **6/27/2022**

Name/Title: **Catherine E. Baney / Department Manager - Environmental**

Address: **12460 Plaza Dr  
Parma, OH 44130-1057**

Phone: **(216) 459-8378** Fax: \_\_\_\_\_

Email: **Kate.Baney@terracon.com**

Client: **Boardman Township Government Center**

By: *Jason Loree* Date: **7/6/2022**

Name/Title: **Jason Loree / Board Member**

Address: **8229 Market St  
Boardman, OH 44512**

Phone: **(330) 501-5776** Fax: \_\_\_\_\_

Email: **jlore@boardmantwp.com**



**SUPPLEMENT TO AGREEMENT FOR SERVICES****CHANGE TO  
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 02/16/2022, Agreement reference number N6217442) is between Boardman Township Government Center ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will conduct a visual assessment of the building to readily identify other potential hazardous material items. Such items may include universal waste items (i.e., lamps, mercury-containing equipment, and batteries), potential polychlorinated biphenyl (PCB)-containing equipment (e.g., light ballasts), refrigerants, and chemical containers. Such items should be properly collected for re-use, recycling or disposed/treated prior to beginning demolition activities. No sampling or analysis will be conducted as part of this task, this will be a visual assessment only. An inventory of general locations and approximate quantities will be noted.

Terracon will incorporate the visually identified items into the asbestos abatement specification for proper removal and recycling/treatment. Terracon can also provide notes for the Client to add to the demolition plan which instructs the contractor to remove these items for proper recycling/treatment prior to demolition/renovation.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will complete this scope of services for a lump sum fee of \$950.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **6/24/2022**  
Name/Title: **Catherine E. Baney / Department Manager - Environmental**  
Address: **12460 Plaza Dr**  
**Parma, OH 44130-1057**  
Phone: **(216) 459-8378** Fax: \_\_\_\_\_  
Email: **Kate.Baney@terracon.com**

Client: **Boardman Township Government Center**  
By:  Date: **7-6-2022**  
Name/Title: **Jason Loree / Board Member**  
Address: **8229 Market St**  
**Boardman, OH 44512**  
Phone: **(330) 501-5776** Fax: \_\_\_\_\_  
Email: **jlore@boardmantwp.com**

## MINUTES OF MEETING HELD JULY 19, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-07-19-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held June 21, 2022.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-07-19-02:** Motion was made by Mr. Loree to approve the Minutes of the Special Meeting held July 6, 2022.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-07-19-03:** Motion was made by Mr. Rogers to approve and pay all bills and payroll due.

Seconded by Mr. Dockry.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-07-19-04:** Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD JULY 19, 2022

**RESOLUTION 22-07-19-05:** Motion was made by Mr. Loree to approve the reimbursement of \$734.65 from line item 5101-539-252-0002 to Canfield Township Trustees for the costs associated with the 2022 Storm Water Conference that Keith Rogers attended. All backup documents have been submitted.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

There were no Petitions to review.

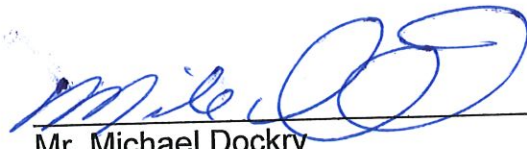
There was no New Business.

**RESOLUTION 22-07-19-06:** Motion was made by Mr. Loree to adjourn at 2:08 p.m.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
Keith Rogers  
President

  
Mr. Michael Dockry  
Secretary



## MINUTES OF MEETING HELD AUGUST 16, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-08-16-01:** Motion was made by Mr. Dockry to approve the Minutes of the Regular Meeting held July 19, 2022.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-08-16-02:** Motion was made by Mr. Dockry to approve and pay all bills and payroll due.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-08-16-03:** Motion was made by Mr. Dockry to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD AUGUST 16, 2022

**RESOLUTION 22-08-16-04:** Motion was made by Mr. Dockry to approve the attached Work Authorization Request for General Services for Boardman with CT Consultants for responding to inquiries by the District Board, adjustments, credits, and fee resolution and administrative assistance as requested by the District Board, not to exceed \$20,000.00 from Appropriation Line 5101-539-346-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-08-16-05:** Motion was made by Mr. Dockry to adopt the request from the Board of Boardman Township Trustees for ABC Water and Storm Water District to provide funding for the additional engineering necessary to complete FEMA grants for Wildwood and South Cadillac in the amount of \$19,440.00 from appropriation line 5101-640-690-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-08-16-06:** Motion was made by Mr. Dockry to approve the attached Work Authorization Request for Oakridge Drive Storm Improvements in Boardman from CT Consultants to include field study, permitting, design, bidding, and construction phase professional services not to exceed \$73,900.00 from Appropriation Line 5101-539-346-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD AUGUST 16, 2022

**RESOLUTION 22-08-16-07:** Motion was made by Mr. Dockry to approve the attached Work Authorization Request for the 2022 CCTV Review, Mapping, and Oversight for Baymar Drive, Lost Creek/Glenwood, and Appleword General Services for Boardman with CT Consultants for oversight of contractor CCTV activity, detailed review and mapping of inspection results not to exceed \$11,700.00 from Appropriation Line 5101-539-349-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-08-16-08:** Motion was made by Mr. Dockry to advertise and place a legal notice for the Villa Rosa curb and gutter replacement project Phase II.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	


There were no Petitions to review.


There was no New Business.

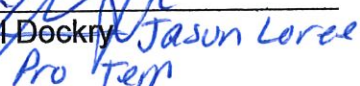
**RESOLUTION 22-08-16-09:** Motion was made by Mr. Loree to adjourn at 2:08 p.m.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

  
Keith Rogers  
President

  
Mr. Michael Dockry  
Secretary

  
Jason Loree  
Pro Tem



# Work Authorization



Name: ABC Water and Storm District Date: 8/1/2022 wa no.:  
Attn: Jason Loree, Board Member  
Phone: 330-726-4177 E-mail: jlore@boardmantwp.com  
Fax: 330-726-4175 Web address: <http://www.abcwatdistrict.com/>

Project Title:  
General Services – Continuous Utility Fee  
Support

Project Description:  
Responding to inquiries by the District Board,  
adjustments, credits, fee resolution, &  
administrative assistance. See attached scope.  
Boardman Township Only.

Project Location:  
Boardman Township

Invoicing Instructions:  
CT services billed hourly not to exceed \$20,000.00.

---

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner ABC Water and Storm Water District CT CONSULTANTS, INC.  
By [Signature] Mark Delisio P.E.  
Authorized Signature Mark Delisio, P.E.  
Date 8/14/22 Date 8/1/2022  
Accepted

Please sign and return one copy to our office.

# Work Authorization



ABC Water & Stormwater District  
Work Authorization 8/1/2022  
General Services – Continuous Utility Fee Support

## SCOPE:

For Boardman Township Related Services Only;

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board. Assist the District with navigating private property basin maintenance, accounting of parcels, field investigations for condition, improvement recommendations, sketches, concept planning, grant applications, and quote requests.
5. Develop in-kind services proposals and coordinate with fee payers upon request. i.e. Forest Lawn Memorial Park Cemetery.
6. Provide preliminary design services, investigations, concept planning for upcoming projects.
7. Develop sketches or request quotes on the District's behalf. Respond to customer complaints. Update district mapping, update conditions assessments, provide maintenance recommendations.
8. Perform H&H investigations and modeling as requested.
9. Easement acquisition services.
10. Survey requests.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

# work authorization



name: ABC Water and Storm District      date: 8/8/2022      wa no.:  
attn: Jason Loree, President ABC  
phone: 330-726-4177      e-mail: jlore@boardmantwp.com  
fax: 330-726-4175      web address: <http://www.abcwaterdistrict.com/>

project title: Oakridge Drive Storm Improvements      project description: Field Study, Permitting, Design, Bidding, Construction Phase Professional Services. See attached scope.

project location: Boardman Township, Oakridge Drive.      invoicing instructions: Hourly, Not-To-Exceed \$73,900, CT Prevailing Wage Rates

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

ABC Water and Storm Water District CT CONSULTANTS, INC.

By

[Signature]  
Authorized Signature

Mark Delisio P.E.  
Mark Delisio, P.E.

Date

Accepted

8/16/22

Date 8/10/2022

Please sign and return one copy to our office.



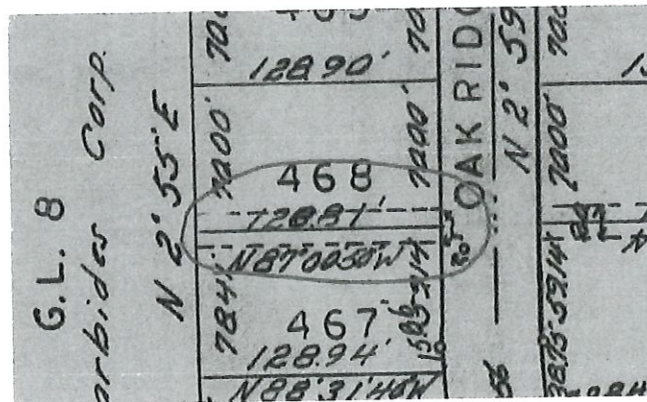
# work authorization



ABC Water & Stormwater District  
Work Authorization 8/8/2022  
Oakridge Drive Storm Improvements

## Background

ABC has identified a pair of failed (collapsed) 36" CMP storm sewers as a part of the Cranberry Run Condition Assessment performed in 2020. The sewers run from a junction chamber on the west side of Oakridge Drive to a brick headwall where the sewer outlets into a stream. The sewers are between 503 and 509 Oakridge Drive with 15' of separation between the homes. Since the original inspection, the site has been visited for project development and the failure continues to worsen. An easement exists currently between the homes, which was recorded 3/15/1971 (See below).



The District wishes to remove and replace the collapsed pipes with PVC or HDPE pipe of the same size, remove and replace the junction chamber at the upstream end of the sewer, and install a new concrete headwall discharge at the outlet to the stream. The project will also consist of adding rock channel protection to stabilize and prevent erosion of the stream banks near the outlet.

Due to the proximity of the homes to the proposed construction, additional steps and improvements will be required to ensure that the basement walls and foundations are protected during construction and restored as necessary at the completion of the project. With this consideration, it is assumed that new foundation drains, exterior basement wall water-proofing, new downspout piping, temporary fence removal and reinstallation, and grading and lawn restoration will be performed as a part of this project. The new piping will also need to be bedded with backfill that does not require vibratory means to compact to minimize disturbance to the foundations or basement walls of the two homes. Pre construction and post construction inspections will be performed in each home to determine what, if any, special protections are required to ensure the foundations or walls will not be compromised during construction.

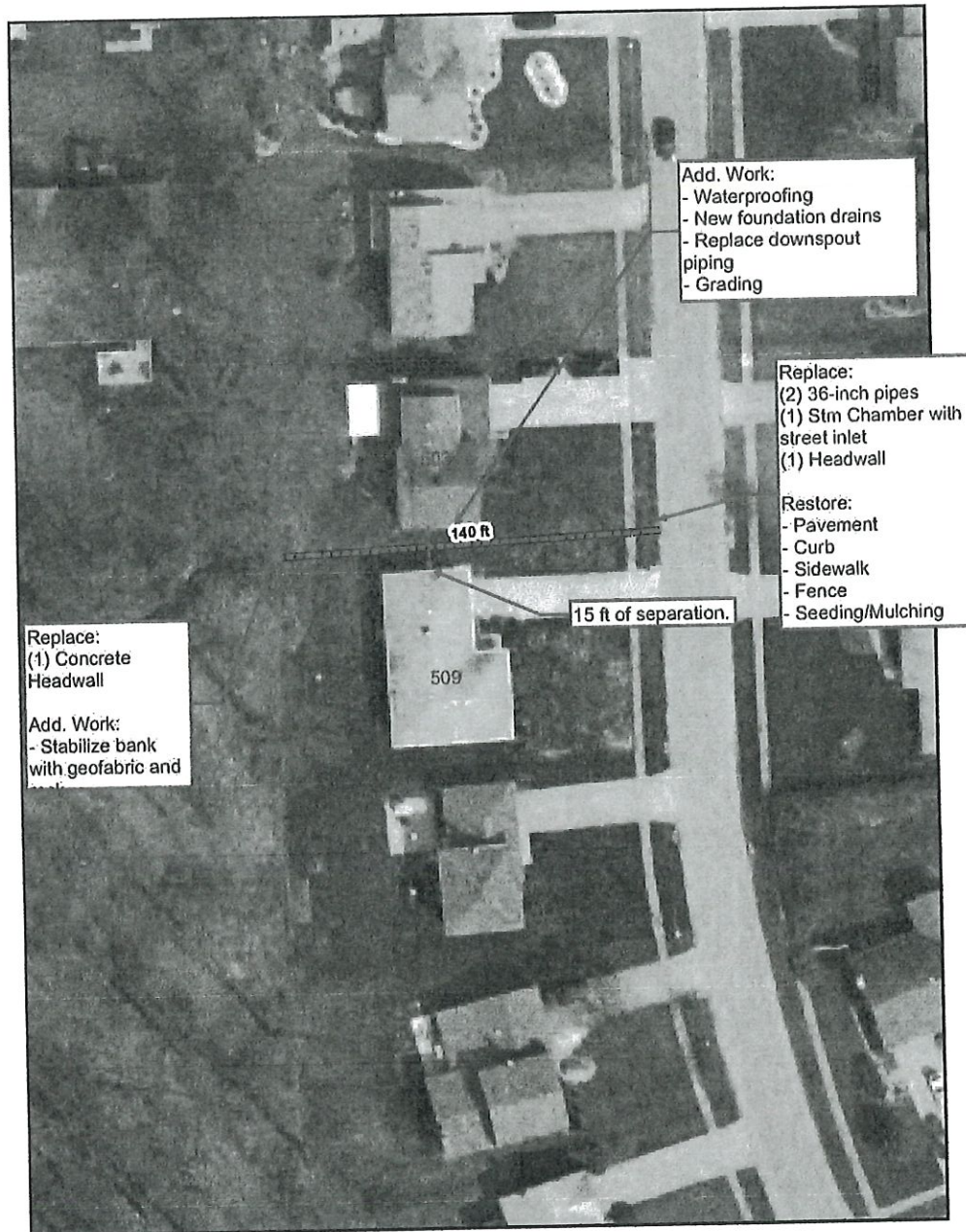
## work authorization



Impacts beneath the ordinary high water mark of the stream are expected near the discharge end of the proposed facilities. USACE permitting coordination will be necessary. It is also expected that there is also trees greater than 3" in diameter that will need to be cleared as a part of the headwall construction and stream stabilization. This will require additional coordination and permitting with US Fish and Wildlife.

Contractor access to the site will be provided via Oakridge Drive or the path along pond east and south of Matthews Road.

# work authorization



## GENERAL ITEMS:

- Mobilization
- Site clearing (minimal)
- Pavement restoration (road/walk replacement)
- Restoration

1 in = 50 feet



# work authorization



## Scope of Services

### Field Study

- Existing Conditions Survey (on-site survey). Includes Ohio 811 & utility locating.
- Structural inspection of 503 and 509 Oakridge Drive basements. Inspection will include conditional assessment of the basement walls and floor slabs with necessary measures to protect homes incorporated into design of sewers.

### Permitting

- Wetland and stream delineation of existing surface water features
- Coordination with USFWS and ODNR regarding listed species
- Coordination with OHPO regarding historic properties and cultural resources
- Preparation of 404 Nationwide Permit application

### Design

- Develop design plans, notes, and details including demolition plan for sewers between homes, replacement of two (2) 36" storm sewers, replacement of existing junction chamber/inlet basin on Oakridge Drive, replacement of existing headwall, rock channel protection at discharge and along/in stream as necessary, and plan and detail for foundation drain, downspout piping, and waterproofing to be performed around 503 and 509 Oakridge Drive.
- 50% Drawings (Assumes cover + 7 additional sheets)
- 100% Drawings
- Engineer's estimate
- CT Standard Technical Specifications
- One public meeting during design
- Project management & QAQC

### Bid Services

- Prepare bid booklet including front-end documents, wage requirements information, technical specifications, and any necessary bid booklet attachments.
- Prepare advertisement and publish advertisement
- Answer questions received during bidding period
- Prepare any addendums necessary
- Attend and assist with bid opening
- Review bids, prepare bid results letter
- Execute contract documents

### Construction Phase Services

- Full time construction observation (assume 6 weeks construction)

# work authorization



- Construction project management and administration
- Post Construction inspection of interior basement walls/floor slabs

Services not included;

Permitting fees, tree clearing coordination, easement acquisition, or any other services not stated above

## Schedule

Survey Basemap 45 Days from date of signed work authorization

50% drawings 85 days from date of signed work authorization

100% drawings and technical specifications 140 days from date of signed work authorization

Bid advertisement 150 days from date of signed work authorization

## Fee

Item	Fee
Field Study, Survey	\$ 8,900
Permitting	\$ 4,400
Design	\$ 22,100
Bid Services	\$ 6,000
Construction Phase Services (CA/CO)	\$ 32,500
<b>Total</b>	<b>\$ 73,900</b>

The total will be billed hourly not-to-exceed. Invoices will be generated monthly. CT may alter use of funds between phases listed above, but will not exceed the "Total" without prior authorization.

\\Ctc.Local\CT\_Data\Shared-YTWYTW\CO\_Mahoning\ABC Water & Stormwater District\Stormwater\Work Authorizations\058 Oakridge Storm Improvements\WA For ABC - Oakridge Stormwater Improvements 2022.08.08.Docx

# Work Authorization



Name: ABC Water and Storm District Date: 5/24/2022 wa no.: 056  
Attn: Jason Loree, Board Member  
Phone: 330-726-4177 E-mail: jlore@boardmantwp.com  
Fax: 330-726-4175 Web address: <http://www.abcwatdistrict.com/>

Project Title:  
2022 CCTV Review, Mapping, and Oversight

Project Description:  
CT oversight of contractor CCTV activity,  
detailed review and mapping of inspection  
results. See attached Scope.

Project Location:  
Boardman Township

Invoicing Instructions:  
CT Hourly not to exceed \$11,700.

---

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

*ABC Water and Storm Water District*

CT CONSULTANTS, INC.

By

*[Signature]*

Authorized Signature

*Mark Delisio P.E.*

Mark Delisio, P.E.

Date

Accepted

*8/16/22*

Date *5/24/2022*

Please sign and return one copy to our office.



# Work Authorization



ABC Water & Stormwater District  
Work Authorization for CCTV Oversight Services  
5/24/2022

## Scope:

As a part of ABC's Stormwater Master Planning efforts, CT will oversee all CCTV Contractor activity, as well as review and document the data collected by the Contractor. Attached are maps of the CCTV areas to be included in the study. Work included in this authorization is summarized below:

### **Project Meetings**

Initial project meetings with the Contractor will include a kick-off meeting, as well as any brief training to establish the necessary knowledge of ArcGIS Online (AGOL), crucial to proper mapping of ABC's stormwater infrastructure.

### **GIS Updates**

CT will provide updates to the AGOL District Stormwater Infrastructure (DSI) prior to inspections by the contractor. This will include pertinent stormwater infrastructure for the contractor to follow while in the field. The creation of necessary DSI geometry and AGOL mapping is expected to take approximately thirty (30) hours.

### **Contractor Observation**

CT will provide oversight of the CCTV Contractor, including initial full-oversight to ensure proper protocols are being followed, and periodic in-person spot checks to keep the inspections on track. CT will also ensure that all data being entered into the established (DSI) on AGOL is quality data, and consistent with the existing schema.

CT would complete one (1) initial full day of oversight to get the Contractor started, with approximately one (1) brief spot-check per week following. We anticipate this work to consist of approximately sixteen (16) hours of observation work over a three-week planned inspection period. In addition to in-person support, this includes a weekly-estimated four (4) hours of remote support of the Contractor.

### **Video and Report Review and Recommendations**

CT will review each CCTV video and report for consistency, correctness, and any obvious infrastructure condition issues documented during inspection. Upon the completion of all inspections, CT will summarize their findings, and provide recommended next steps to the District. Results will include a table of O&M points and a brief memo documenting any major issues.

# Work Authorization



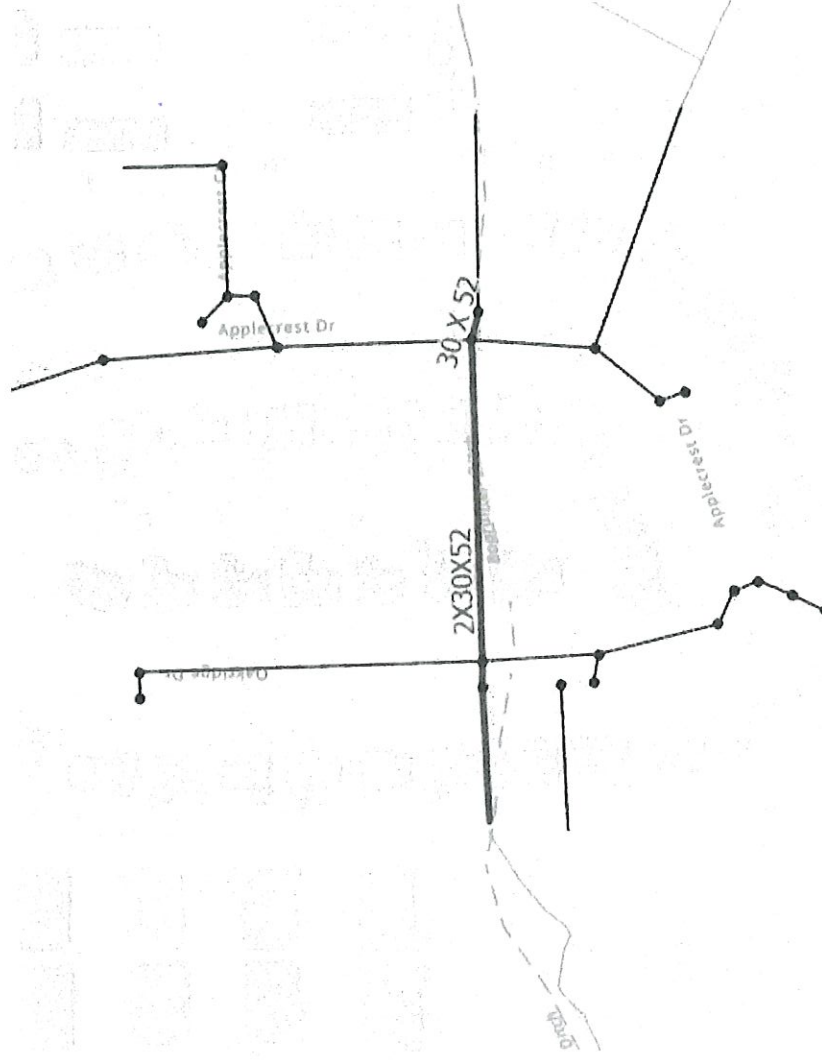
We expect this data review and compilation of recommendations to consist of approximately twenty-four (24) hours of work per mile of inspection completed, over the estimated 1.9 miles of planned CCTV inspection.

**Fee:**

Should unforeseen circumstances such as Contractor delays, Contractor inexperience, or the magnitude/multitude of problems encountered being more than anticipated as documented above, CT will request additional authorization. The project will be billed hourly not-to-exceed the amount of \$11,700.

# Oakridge Drive CCTV

From E catch basin on Applecrest to outfall  
W of Oakridge Dr.



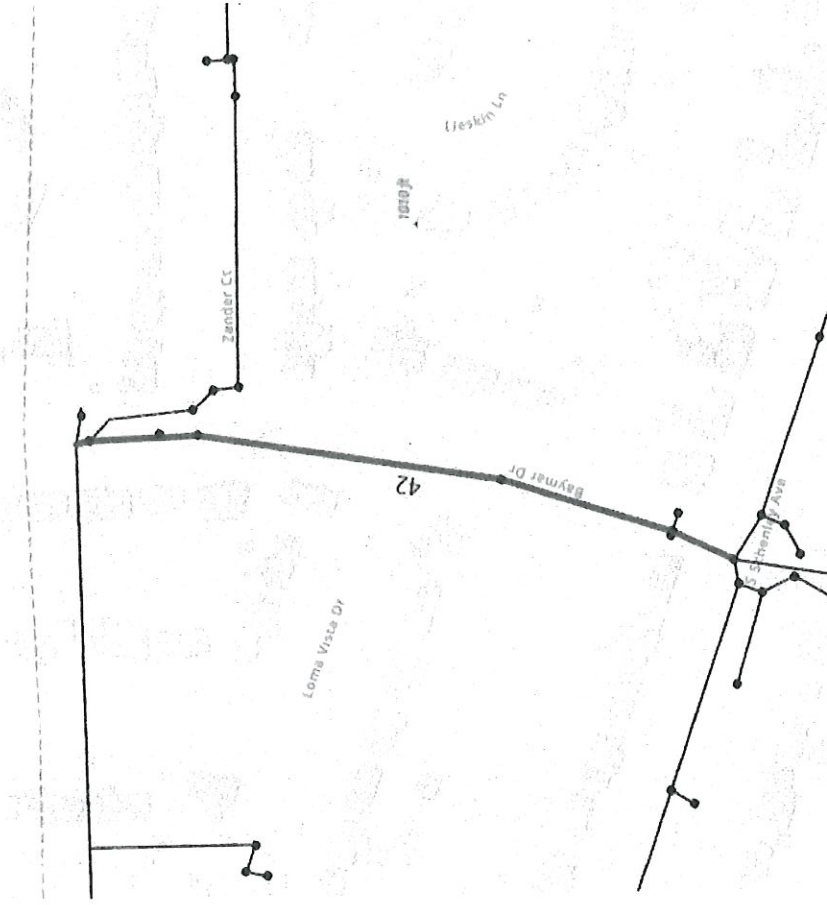
Pipe Size Category (in)	Actual Pipe Size (in)	Pipe Length (ft)	CCTV Length (ft)	Total CCTV Length
43-60	2X30X52	134.7	269.4	998.4
	2X30X52	27.0	54.1	
	2X30X52	323.1	646.2	
	30 X 52	28.7	28.7	

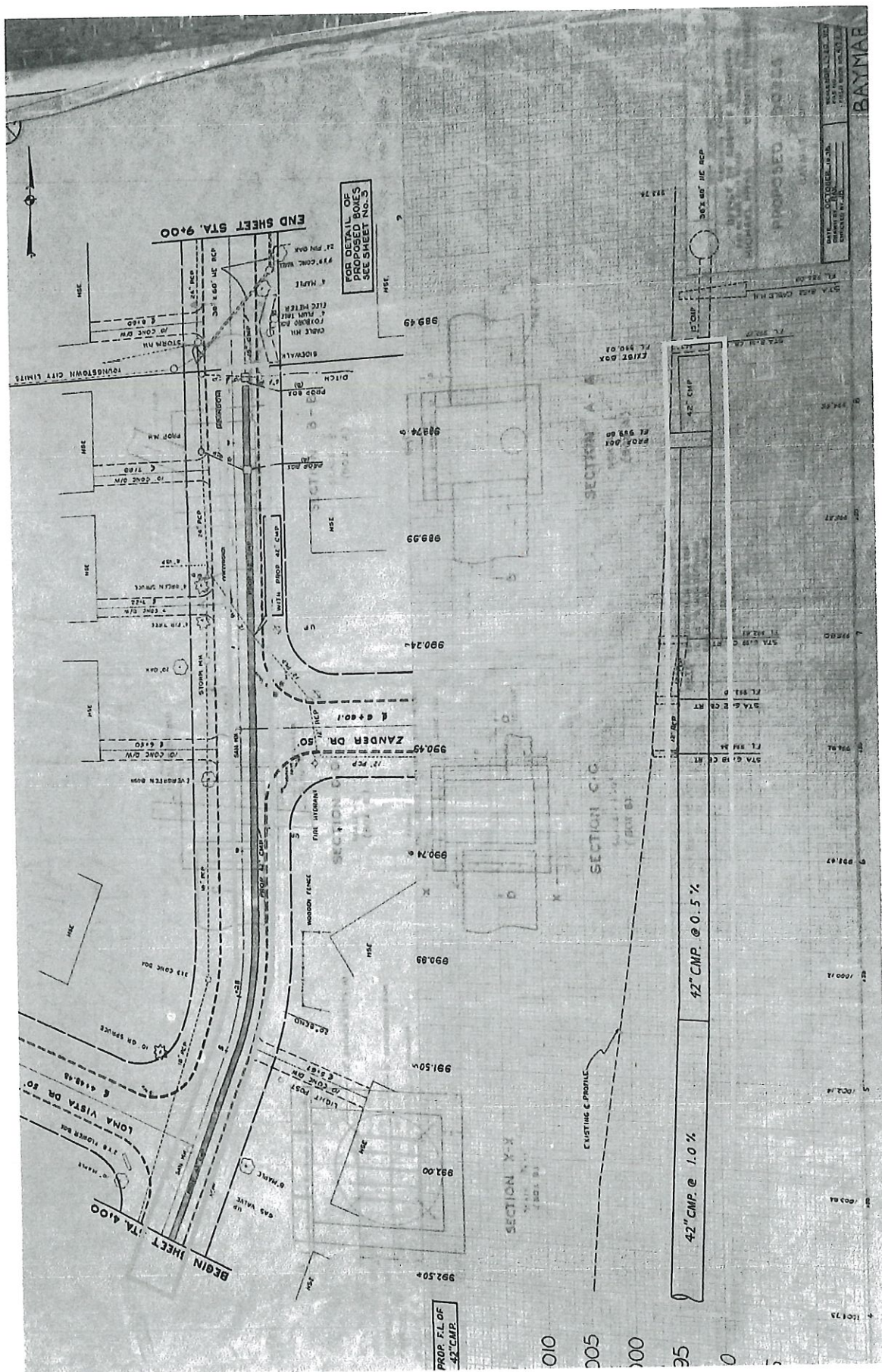


# Baymar Drive CCTV

From access to 42" on Schenley up to 15" at township border (please see drawing)

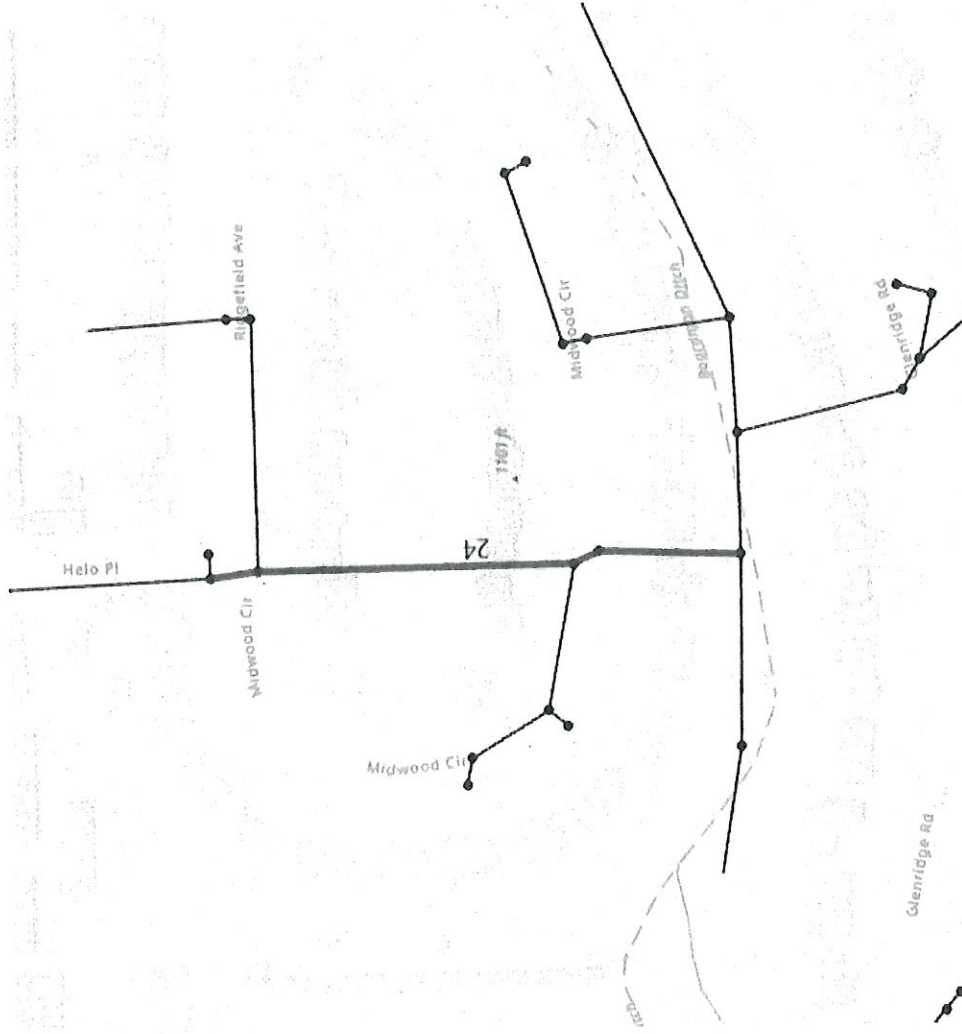
Pipe Size Category (in)	Actual Pipe Size (in)	Pipe Length (ft)	Total CCTV Length (ft)
43-60	42	128.1	782.5
	42	362.4	
	42	211.1	
	42	80.9	





# Midwood Drive CCTV

From catch basin N of Midwood/Helo intersection to mainline junction S of Midwood

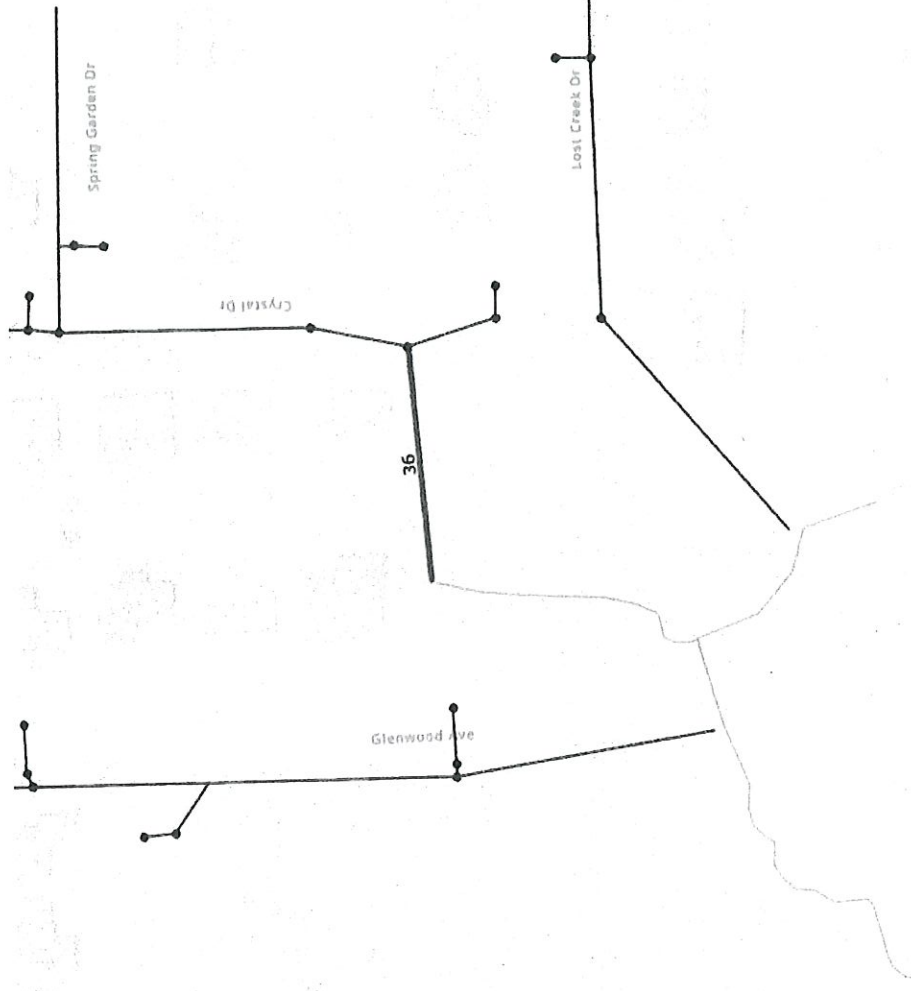


Pipe Size Category (in)	Actual Pipe Size	Pipe Length (ft)	Total CCTV Length (ft)
18-24	24	153.9	580.3
	24	30.0	
	24	343.4	
	24	52.9	



# Glenwood Drive CCTV

From storm manhole W of Crystal to outfall E of Glenwood

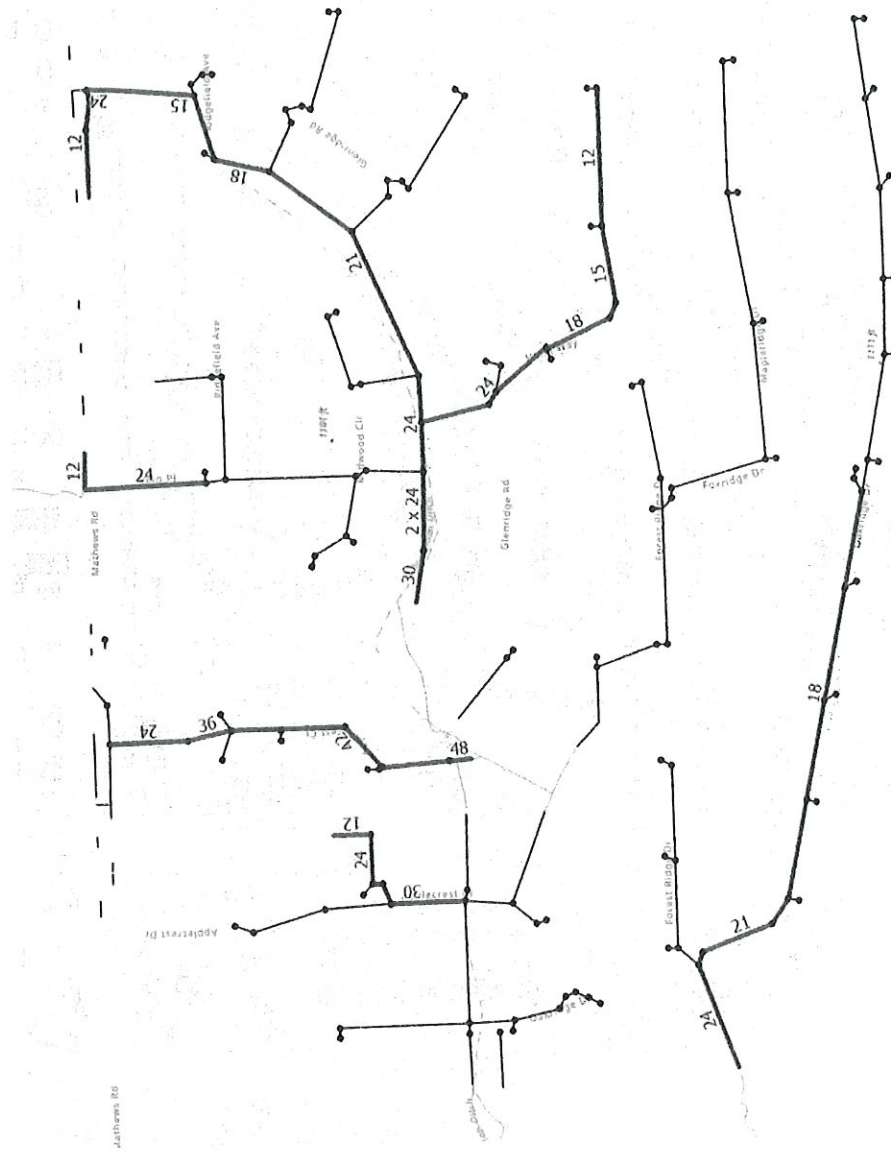


Pipe Size Category (in)	Actual Pipe Size	Pipe Length (ft)	Total CCTV Length (ft)
27-36	36	201.7	201.7

# Other Applewood CCTV

From storm manhole W of Crystal to outfall E of Glenwood

Pipe Size (in)	Estimated Length (ft)	Total CCTV Length (ft)
18-24	6011.6	7231.8
27-36	536.3	
43-60	683.9	



# CCTV Summary

Pipe Size (in)	Estimated Length (ft)
18-24	6592
27-36	738
43-60	2465
Total:	9795



# INSIGHT PIPE CONTRACTING, LLC

724-452-6060  
Fax: 724-452-3226

232 E. Lancaster Road  
Harmony, PA 16037

May 20, 2022

CT Consultants, Inc.  
Attn: Josiah Denson, Mark Delisio  
8150 Sterling Court  
Mentor, OH 44060

Office: (440) 530-2248  
Email: jdenson@ctconsultants.com  
mdelisio@ctconsultants.com

## RE: Cleaning & CCTV Inspection of Storm Sewer Lines Applewood Area Investigation

Dear Josiah & Mark,

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

### PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
9,795 LF	Light cleaning (up to 2 jet passes if needed) and CCTV internal video inspection of approximately 9,795 LF of 18" to 60" diameter storm sewer lines. Cleaning to be done with high pressure combination vacuum/cleaning truck. Work to be performed by a certified operator in NASSCO approved PACP coded software. Includes DVDs and reports of the inspection. Includes all equipment and labor.	\$ 2.90/LF	\$28,405.50
9,795 LF	Mapping 9,795 LF of sewer system – update mapping	\$ 0.50/LF	\$4,897.50
Per Day	Crew & truck – heavy cleaning, suction & disposal	\$3,950.00/Day	

#### Notes:

1. No fuel surcharge will be applied to this job.
2. Price **does not** include IPC employees being paid Prevailing Wage.
3. Others to supply access to all manholes for 20 Ton 2-Wheel drive Vehicle.
4. Others to supply water for pipe cleaning.
5. Price includes traffic control and others to acquire work easements and permits for the execution of the work.
6. Others to provide bypass pumping of the sewer line segments.
7. The existing condition of the pipe will determine the amount of roots/debris that can be removed. The pipe condition may also cause the root removal/cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment

May 20, 2022

8. Proof of general liability insurance to be provided upon request (excluding additional insured).
9. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning and/or CCTV activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.

The signing of this price quote constitutes the agreement to the terms and conditions and becomes the contract between Insight Pipe Contracting, LLC and its customer. The customer also agrees to complete a credit application and provide a copy of its Performance and Payment bonds, if applicable. If a separate contract or written agreement is required by the customer this price quote will be amended to reflect the change in scope, terms and conditions of such contract or agreement. Upon review and approval of the credit application the contract will be executed, and the information forwarded to our Operations Department for scheduling.

Insight Pipe Contracting, LLC will only store electronic and hard copies of CCTV reports, documents, and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting LLC within 30 days after completion of the above-mentioned work. (Video evidence to confirm date and completion of project.) Finance charge of 1.5% per month will apply if past due and all costs incurred in the collection of past due invoices to be paid by the customer.

**PRICE QUOTE VALID FOR 15 DAYS**

Sincerely,

*Travis Kelly*

Travis Kelly  
Estimator

  
Authorized Signature to Proceed with Work

8-14-22  
Date

Board Member  
Title

Jason Loree  
Printed Name

\_\_\_\_\_  
Purchase Order Number

**Bill to Information (if different from above):**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

*A Nice Place to Call Home*

# BOARDMAN TOWNSHIP

ROAD DEPARTMENT: Marilyn Sferra Kenner, P.E., ROAD SUPERINTENDENT

August 10, 2022

ABC Water and Storm Water District  
P.O. Box 3554  
Boardman, Ohio 44512

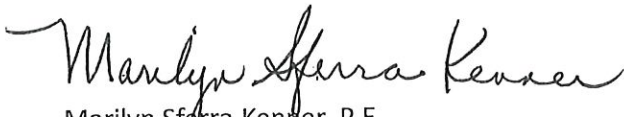
Re: Request to fund additional engineering services for FEMA grants

Gentlemen:

Due to FEMA not allowing Boardman Township to perform stream restoration on the FEMA grant projects, the engineering has to be modified and new plans developed. The cost to modify the plans is \$19,440.00. The Board of Boardman Township Trustees has asked me to request that ABC fund the additional engineering needed to complete the FEMA grant projects on Wildwood and South Cadillac. Attached is the amendment to the engineering agreement that will be approved at the next Board of Boardman Township Trustees meeting for your reference.

Thank you in advance for your attention to this matter.

Sincerely,



Marilyn Sferra Kenner, P.E.  
Road Superintendent

[www.boardmantownship.com](http://www.boardmantownship.com)

8299 Market Street, Boardman, Ohio 44512 (330) 726-4190 Fax (330) 726-4157

Trustees: Brad Calhoun Thomas P. Costello Larry Moliterno Fiscal Officer: William D. Leicht



## AMMENDMENT TO ENGINEERING AND RELATED SERVICES AGREEMENT

An ENGINEERING AND RELATED SERVICES AGREEMENT was entered into at Boardman, Ohio, March 15, 2021, by and between the Board of Boardman Township Trustees, and Davey Resource Group, Inc., for engineering services for FEMA-DR-4424.04-R-OH in the amount of \$35,250.00.

Changes have been made to the scope of work to non-perform the stream restoration and to only perform plantings and grading. Additional surveying and design services are necessary to complete construction drawings for this change in scope in the amount of \$19,440.00.

All other previously agreed to provisions of the Engineering and Related Services Agreement are to remain. Please see attached.

IN WITNESS WHEREOF, the parties hereto have caused this AMMENDMENT TO ENGINEERING AGREEMENT to be executed, in duplicate, as of the 21<sup>st</sup> day of July, 2022 by affixing the signature of the duly authorized officer of ENGINEER, and by signature of the duly authorized officers of OWNER.

DAVEY RESOURCE GROUP, INC.,



By: Ana Burns

Its: Senior Area Manager

Attest:



Eileen Frank

Administrative Assistant

Date: 7-21-2022

BOARDMAN TOWNSHIP  
BOARD OF TRUSTEES

\_\_\_\_\_  
BRAD CALHOUN

\_\_\_\_\_  
LARRY MOLITERNO

\_\_\_\_\_  
TOM COSTELLO

Attest: \_\_\_\_\_

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

## MINUTES OF MEETING HELD SEPTEMBER 13, 2022

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend the meeting. The public and news media were given proper notice regarding this meeting.

There was no Old Business.

**RESOLUTION 22-09-13-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held August 16, 2022.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-02:** Motion was made by Mr. Loree to approve and pay all bills and payroll due.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-03:** Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-04:** Motion was made by Mr. Loree to accept and approve, based upon the recommendation of CT Consultants, all changes made to the ABC Water & Storm Water District's storm water fee's annual billing file.  
Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	



## MINUTES OF MEETING HELD SEPTEMBER 13, 2022

**RESOLUTION 22-09-13-05:** Motion was made by Mr. Loree to approve the attached Price Quote for the 2022 Cleaning and CCTV Inspection of Storm Sewer Lines for the Boardman Township Applewood area not to exceed \$36,795.00 from Appropriation Line 5101-539-349-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-06:** Motion was made by Mr. Loree to adopt, based upon the recommendation of CT Consultants, Change Order Number 1 and Final for the Brookfield/South Cadillac Project. This change order is to adjust for final quantities and reduces the original contract in the amount of \$\$924.00 from \$196,087.00 to \$195,163.00.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-07:** Motion was made by Mr. Loree to adopt, based upon the recommendation of CT Consultants, Change Order Number 1 and Final for the Wildwood/Ewing Project. This change order is to adjust for final quantities and reduces the original contract in the amount of \$15,774.90 from \$173,355.00 to \$157,580.10.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-08:** Motion was made by Mr. Loree to approve the attached Work Authorization for the Project Manual and Bid Phase Services for curb and gutter replacement for Villa Rosa in Canfield from CT Consultants, 20 Federal Plaza W, Suite 303, Youngstown, Ohio, not to exceed \$6,500.00 from Appropriation Line 5101-539-349-0002.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

## MINUTES OF MEETING HELD SEPTEMBER 13, 2022

**RESOLUTION 22-09-13-09:** Motion was made by Mr. Loree to approve the attached Work Authorization for the Easements, Design revisions, and CA/CO services for additional storm improvements for Brookfield and Ewing in Boardman from CT Consultants, 20 Federal Plaza W, Suite 303, Youngstown, Ohio, not to exceed \$9,400.00 from Appropriation Line 5101-539-349-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 22-09-13-10:** Motion was made by Mr. Loree to approve Craig Susany Inc. to supply all materials to perform required work to replace the existing 24" storm sewer on Janell Court in Canfield Township at a cost of \$47,905.00 from Appropriation Line 5101-620-430-0002.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

There were no Petitions to review.

Boardman residents spoke with the Board regarding recent flooding they experienced.

Under New Business, Mr. Loree stated that the meeting minutes and appropriation reports will be placed on the website.

**RESOLUTION 22-09-13-11:** Motion was made by Mr. Loree to adjourn at 4:08 p.m.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

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Keith Rogers  
President

---

Mr. Jason Loree  
Secretary Pro Tem

RESOLUTION NO. 22-09-13-07

ABC Water and Storm Water District  
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District (the "District"), Mahoning County, Ohio met in regular session, pursuant to notice, on the 13<sup>th</sup> day of September, 2022 at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio, 44512, with the following members present: Mr. Jason Loree & Mr. Keith Rogers

Mr. Loree moved the adoption of the following Resolution.

**BE IT RESOLVED** by the Board of Trustees of the ABC Water and Storm Water District:

1. The District Board of Trustees approves Change Order Number 1 and Final for the Wildwood/Ewing Construction Project in the amount of (\$15,774.90) which reduces the original contract amount from \$173,355.00 to \$157,580.10. This change order adjusts the contract for final quantities as recommended by CT Consultants, District Engineer.
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirement including section 121.22 of the Ohio Revised Code.

Mr. Rogers moved to second the above.

As to the above, vote resulting as follows:

Keith Rogers

AYE

Michael Dockry

AYE

Jason Loree

Adopted this 13<sup>th</sup> day of September, 2022.

Keith Rogers  
Keith Rogers

Michael Dockry  
Michael Dockry

Jason Loree  
Jason Loree

Attest:

Pro Tem  
Secretary, Board of Trustees



## CHANGE ORDER

Change Order No.: 1  
Date: August 24, 2022  
Agreement Date: March 4, 2022

Name of PROJECT: Wildwood Ewing Construction  
OWNER: ABC Water & Stormwater District, Ohio  
CONTRACTOR: Utility Contracting

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 173,355.00

Current CONTRACT PRICE adjusted by  
Previous CHANGE ORDER \$ 173,355.00

The CONTRACT PRICE due to this CHANGE ORDER  
will be **decreased** by: \$ (15,774.90)

The FINAL CONTRACT PRICE including this CHANGE ORDER will be \$ 157,580.10

Change to CONTRACT TIME:

The CONTRACT TIME will be **increased** by \_\_\_\_\_ (Calendar Days)

Original Completion Date June 30, 2022  
The date for completion of all WORK will be June 30, 2022 (Date)

Requested by:

David Chepke  
Utility Contracting

08-24-2022  
(Date)

Recommended by:

Chris Brubaker  
Chris Brubaker  
CT Consultants, Inc

8-25-22  
(Date)

Recommended by:

Mark Delisio, P.E.  
CT Consultants, Inc

8/25/2022  
(Date)

Accepted by:

Jason Loree  
ABC Water & Stormwater District, Ohio

9-13-22  
(Date)

Federal Agency Approval  
(where applicable)

(Date)

## Summary of Review Totals

### Proposed Change Order Number 1

<u>Item No.</u>	<i>Value of Extra Work</i>	
	<i>CT</i>	<i>CONTRACTOR</i>
1-1 Line item reconciliation	-\$15,774.90	-\$15,774.90

<b>Amount of Change Order #1</b>	<b>-\$15,774.90</b>	<b>-\$15,774.90</b>
----------------------------------	---------------------	---------------------

<b>Final Amount Change Order #1</b>	<b>-\$15,774.90</b>
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REF. NO.	ITEM NO.	DESCRIPTION	CONTRACT AMOUNTS			EXTENDED TOTALS			COMPLETED PREVIOUSLY		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPL.
			QTY	UNIT	PRICE	\$	QTY	\$	QTY	\$	QTY	\$	QTY	\$	
		<b>Base Bid</b>													
17	511	CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER	59.00	CY	\$257.00	\$15,163.00	55.00	14,135.00	4.00	1,028.00	59.00	15,163.00	59.00	15,163.00	100.00
28	832	EROSION CONTROL	50.00	EACH	\$1.00	\$50.00	0.00	0.00	50.00	50.00	50.00	50.00	50.00	50.00	100.00
29	SPC	CONTINGENCY/DISCRETIONARY ALLOWANCE	1.00	LS	\$15,000.00	\$15,000.00	0.00	1,353.10	0.91	13,646.90	1.00	15,000.00	1.00	15,000.00	100.00
					<b>SUB-TOTAL</b>	<b>\$30,213.00</b>		<b>\$15,488.10</b>		<b>\$14,724.90</b>		<b>\$30,213.00</b>		<b>\$30,213.00</b>	<b>100.00</b>
6	SPC	<b>Alt 1 - Ewing Erosion Protection</b> PLANTING, MISC.: LIVE STAKES	100.00	EACH	\$21.00	\$2,100.00	50.00	1,050.00	50.00	1,050.00	100.00	2,100.00	100.00	2,100.00	100.00
					<b>SUB-TOTAL</b>	<b>\$2,100.00</b>		<b>\$1,050.00</b>		<b>\$1,050.00</b>		<b>\$2,100.00</b>		<b>\$2,100.00</b>	<b>100.00</b>
		<b>TOTALS</b>				<b>\$32,313.00</b>		<b>\$16,538.10</b>		<b>\$15,774.90</b>		<b>\$32,313.00</b>		<b>\$32,313.00</b>	<b>100.00</b>

CONTINGENCY/DISCRETIONARY ALLOWANCE SUMMARY

Remove the center section of the dam for better flow

1.00 LS 1,353.10 1,353.10  
0.00  
1,353.10

		<b>Base Bid</b>													
17	511	CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER	(4.00)	CY	\$257.00	(\$1,028.00)			(4.00)	(1,028.00)	(4.00)	(1,028.00)	(4.00)	(1,028.00)	100.00
28	832	EROSION CONTROL	(50.00)	EACH	\$1.00	(\$50.00)			(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	(50.00)	100.00
29	SPC	CONTINGENCY/DISCRETIONARY ALLOWANCE	(0.91)	LS	\$15,000.00	(\$13,646.90)			(0.91)	(13,646.90)	(0.91)	(13,646.90)	(0.91)	(13,646.90)	100.00
					<b>SUB-TOTAL</b>	<b>(\$14,724.90)</b>		<b>\$0.00</b>		<b>(\$14,724.90)</b>		<b>(\$14,724.90)</b>		<b>(\$14,724.90)</b>	<b>100.00</b>
6	SPC	<b>Alt 1 - Ewing Erosion Protection</b> PLANTING, MISC.: LIVE STAKES	(50.00)	EACH	\$21.00	(\$1,050.00)			(50.00)	(1,050.00)	(50.00)	(1,050.00)	(50.00)	(1,050.00)	100.00
					<b>SUB-TOTAL</b>	<b>(\$1,050.00)</b>		<b>\$0.00</b>		<b>(\$1,050.00)</b>		<b>(\$1,050.00)</b>		<b>(\$1,050.00)</b>	<b>100.00</b>
		<b>TOTALS</b>				<b>(\$15,774.90)</b>		<b>\$0.00</b>		<b>(\$15,774.90)</b>		<b>(\$15,774.90)</b>		<b>(\$15,774.90)</b>	<b>100.00</b>



RESOLUTION NO. 22-09-13-04

ABC Water and Storm Water District  
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District (the "District"), Mahoning County, Ohio met in regular session, pursuant to notice, on the 13<sup>th</sup> day of September, 2022 at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio, 44512, with the following members present: Mr. Jason Loree + Mr. Keith Rogers

Mr. Loree moved the adoption of the following Resolution.

**BE IT RESOLVED** by the Board of Trustees of the ABC Water and Storm Water District:

1. The District Board of Trustees approves Change Order Number 1 and Final for the Brookfield/South Cadillac Construction Project in the amount of (\$924.00) which reduces the original contract amount from \$196,087.00 to \$195,163.00. This change order adjusts the contract for final quantities as recommended by CT Consultants, District Engineer.
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirement including section 121.22 of the Ohio Revised Code.

Mr. Rogers moved to second the above.

As to the above, vote resulting as follows:

Keith Rogers	<u>AYE</u>
Michael Dockry	<u>-</u>
Jason Loree	<u>AYE</u>

Adopted this 13<sup>th</sup> day of September, 2022.

Keith Rogers  
Keith Rogers

Michael Dockry  
Michael Dockry

Jason Loree  
Jason Loree

Attest:

Pro Tem  
Secretary, Board of Trustees

## CHANGE ORDER

Date:

**Agreement Date:**

1

August 22, 2022

May 16, 2022

OWNER: ABC Water & Stormwater District  
CONTRACTOR: Utility Contracting, Inc.

Justification: Referenced attached documentation

Original CONTRACT PRICE: \$ 196,087.00

The CONTRACT PRICE due to this CHANGE ORDER  
will be **decreased** by: \$ (924.00)

Change to CONTRACT TIME:

Original Completion Date July 31, 2022  
The date for completion of all WORK will be July 31, 2022  
(Date)

**Dave Chepke**  
**Utility Contracting, Inc.**

*Chris Brubaker*  
Chris Brubaker  
CT Consultants, Inc

Mark Delisio, P.E.  
Mark Delisio, P.E.  
CT Consultants, Inc

Jason Loree  
ABC Water & Stormwater District

8.26.22  
(Date)

(Date)

## Summary of Review Totals

### Proposed Change Order Number 1

<u>Item No.</u>		<i>Value of Extra Work</i>	
		<i>CT</i>	<i>CONTRACTOR</i>
1-1	Installed a 15" x 36" that was not known to exist	\$1,454.61	\$1,546.31
1-2	Grout existing storm sewer that was not removed	\$3,110.65	\$3,093.61
1-3	Line item reconciliation	(\$5,526.70)	(\$5,526.70)
Amount of Change Order #1		-\$961.44	-\$886.78
Final Amount Change Order #1		-\$924.00	



REF. NO.		ODOT ITEM NO.	CONTRACT AMOUNTS		EXTENDED TOTALS		COMPLETED PREVIOUSLY		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPL.	
			DESCRIPTION	QTY	UNIT	PRICE	\$	QTY	\$	QTY	\$	QTY	\$	
2	201e26400		TREE REMOVED INCLUDING STUMP, AS PER PLAN	2.00	EACH	\$1,250.00	\$2,500.00	0.00	0.00	2.00	2,500.00	2.00	2,500.00	100.00
3	202E23000		PAVEMENT REMOVED	585.00	SY	\$17.00	\$9,945.00	597.00	10,149.00	(12.00)	(204.00)	585.00	9,945.00	100.00
4	202E30000		WALK REMOVED	83.00	SF	\$11.00	\$913.00	90.00	990.00	(7.00)	(77.00)	83.00	913.00	100.00
5	202E32000		CURB REMOVED	102.00	FT	\$9.00	\$918.00	88.00	792.00	14.00	126.00	102.00	918.00	100.00
6	202E35100		PIPE REMOVED, 24 INCH AND UNDER	310.00	FT	\$18.00	\$5,580.00	120.00	2,160.00	190.00	3,420.00	310.00	5,580.00	100.00
10	203E10001		EXCAVATION, AS PER PLAN	94.00	CY	\$52.00	\$4,888.00	99.00	5,148.00	(5.00)	(260.00)	94.00	4,888.00	100.00
11	203E35111		GRANULAR MATERIAL TYPE B, AS PER PLAN	68.00	CY	\$81.00	\$5,508.00	51.00	4,131.00	17.00	1,377.00	68.00	5,508.00	100.00
12	203e50002		SUBGRADE COMPACTION	5,172.00	SF	\$0.25	\$1,293.00	5,178.00	1,294.50	(6.00)	(1.50)	5,172.00	1,293.00	100.00
13	252E01500		FULL DEPTH PAVEMENT SAWING	223.00	FT	\$7.00	\$1,561.00	288.00	2,016.00	(65.00)	(455.00)	223.00	1,561.00	100.00
14	301E46000		ASPHALT CONCRETE BASE, PG64-22	23.00	CY	\$345.00	\$7,935.00	0.00	0.00	23.00	7,935.00	23.00	7,935.00	100.00
15	304E20000		AGGREGATE BASE	121.00	CY	\$116.00	\$14,036.00	88.00	10,208.00	33.00	3,828.00	121.00	14,036.00	100.00
16	407E10000		TACK COAT	60.00	GAL	\$4.00	\$240.00	0.00	0.00	60.00	240.00	60.00	240.00	100.00
17	441E50000		ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	36.00	CY	\$355.00	\$12,780.00	29.06	10,316.30	6.94	2,463.70	36.00	12,780.00	100.00
18	441E50300		ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	27.00	CY	\$475.00	\$12,825.00	50.26	23,873.50	(23.26)	(11,048.50)	27.00	12,825.00	100.00
19	451e10110		6 INCH REINFORCED CONCRETE DRIVES AND APRONS, CLASS QC MS	33.00	SY	\$204.00	\$6,732.00	38.00	7,752.00	(5.00)	(1,020.00)	33.00	6,732.00	100.00
21	511E71102		CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER	17.00	CY	\$278.00	\$4,726.00	8.00	2,224.00	9.00	2,502.00	17.00	4,726.00	100.00
22	601E34101		ROCK CHANNEL PROTECTION, TYPE B WITHOUT FILTER, AS PER PLAN	2.00	CY	\$191.00	\$382.00	11.00	2,101.00	(9.00)	(1,719.00)	2.00	382.00	100.00
26	511E44001		12" CONDUIT, TYPE B, AS PER PLAN	50.00	FT	\$85.00	\$4,300.00	63.00	5,418.00	(13.00)	(1,118.00)	50.00	4,300.00	100.00
29	511E16401		36" CONDUIT, TYPE B, AS PER PLAN	173.00	FT	\$143.00	\$24,739.00	172.00	24,596.00	1.00	143.00	173.00	24,739.00	100.00
30	511E16601		36" CONDUIT, TYPE C, AS PER PLAN	47.00	FT	\$145.00	\$6,815.00	66.00	9,570.00	(19.00)	(2,755.00)	47.00	6,815.00	100.00
32	611e97204		CONDUIT, MISC.: CONNECTION OF CONDUIT TO EXISTING DRAINAGE STRUCTURE	1.00	EACH	\$150.00	\$150.00	0.00	0.00	1.00	150.00	1.00	150.00	100.00
33	611e97601		CONDUIT, MISC.: CONCRETE ENCASEMENT - SINGLE CONDUIT	5.00	CY	\$500.00	\$2,500.00	6.00	3,000.00	(1.00)	(500.00)	5.00	2,500.00	100.00
2	201e26400		TREE REMOVED INCLUDING STUMP, AS PER PLAN	(2.00)	EACH	\$1,250.00	(\$2,500.00)			(2.00)	(2,500.00)	(2.00)	(2,500.00)	100.00
3	202E23000		PAVEMENT REMOVED	12.00	SY	\$17.00	\$204.00			12.00	204.00	12.00	204.00	100.00
4	202E30000		WALK REMOVED	7.00	SF	\$11.00	\$77.00			7.00	77.00	7.00	77.00	100.00
5	202E32000		CURB REMOVED	(14.00)	FT	\$9.00	(\$126.00)			(14.00)	(126.00)	(14.00)	(126.00)	100.00
6	202E35100		PIPE REMOVED, 24 INCH AND UNDER	(190.00)	FT	\$18.00	(\$3,420.00)			(190.00)	(3,420.00)	(190.00)	(3,420.00)	100.00
10	203E10001		EXCAVATION, AS PER PLAN	5.00	CY	\$52.00	\$260.00			5.00	260.00	5.00	260.00	100.00
11	203E35111		GRANULAR MATERIAL TYPE B, AS PER PLAN	(17.00)	CY	\$81.00	(\$1,377.00)			(17.00)	(1,377.00)	(17.00)	(1,377.00)	100.00
12	203e50002		SUBGRADE COMPACTION	6.00	SF	\$0.25	\$1.50			6.00	1.50	6.00	1.50	100.00
13	252E01500		FULL DEPTH PAVEMENT SAWING	65.00	FT	\$7.00	\$455.00			65.00	455.00	65.00	455.00	100.00
14	301E46000		ASPHALT CONCRETE BASE, PG64-22	(23.00)	CY	\$345.00	(\$7,935.00)			(23.00)	(7,935.00)	(23.00)	(7,935.00)	100.00
15	304E20000		AGGREGATE BASE	(33.00)	CY	\$116.00	(\$3,828.00)			(33.00)	(3,828.00)	(33.00)	(3,828.00)	100.00
16	407E10000		TACK COAT	(60.00)	GAL	\$4.00	(\$240.00)			(60.00)	(240.00)	(60.00)	(240.00)	100.00
17	441E50000		ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	(6.94)	CY	\$355.00	(\$2,463.70)			(6.94)	(2,463.70)	(6.94)	(2,463.70)	100.00
18	441E50300		ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	23.26	CY	\$475.00	\$11,048.50			23.26	11,048.50	23.26	11,048.50	100.00
19	451e10110		6 INCH REINFORCED CONCRETE DRIVES AND APRONS, CLASS QC MS	5.00	SY	\$204.00	\$1,020.00			5.00	1,020.00	5.00	1,020.00	100.00

21	511E71102	CONCRETE, MISC.: FILL CONCRETE AS DIRECTED BY THE ENGINEER	(9.00)	CY	\$278.00	(\$2,502.00)				(9.00)	(2,502.00)	(9.00)	(2,502.00)	100.00
22	601E34101	ROCK CHANNEL PROTECTION, TYPE B WITHOUT FILTER, AS PER PLAN	9.00	CY	\$191.00	\$1,719.00				9.00	1,719.00	9.00	1,719.00	100.00
26	611E04401	12" CONDUIT, TYPE B, AS PER PLAN	13.00	FT	\$86.00	\$1,118.00				13.00	1,118.00	13.00	1,118.00	100.00
29	611E16401	36" CONDUIT, TYPE B, AS PER PLAN	(1.00)	FT	\$143.00	(\$143.00)				(1.00)	(143.00)	(1.00)	(143.00)	100.00
30	611E16601	36" CONDUIT, TYPE C, AS PER PLAN	19.00	FT	\$145.00	\$2,755.00				19.00	2,755.00	19.00	2,755.00	100.00
32	611E87204	CONDUIT, MISC.: CONNECTION OF CONDUIT TO EXISTING DRAINAGE STRUCTURE	(1.00)	EACH	\$150.00	(\$150.00)				(1.00)	(150.00)	(1.00)	(150.00)	100.00
33	611E87601	CONDUIT, MISC.: CONCRETE ENCASUREMENT - SINGLE CONDUIT	1.00	CY	\$500.00	\$500.00				1.00	500.00	1.00	500.00	100.00



# work authorization



name: ABC Water and Storm District    date: 8/26/2022    wa no.:  
attn: Jason Loree, President ABC  
phone: 330-726-4177    e-mail: jlore@boardmantwp.com  
fax: 330-726-4175    web address: http://www.abcwaterristrict.com/

project title: Brookfield & Ewing Storm Improvements Added Work

project description: Easements, Design Revisions, Extra CA/CO Services. See attached scope.

project location: Boardman Township. Brookfield Avenue.

invoicing instructions: Hourly, Not-To-Exceed \$9,400.00, CT Prevailing Wage Rates

**NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.**

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

ABC Water and Storm  
Water District

CT CONSULTANTS, INC.

By

*[Signature]*

Authorized Signature

*[Signature]* P.E.

Mark Delisio, P.E.

Date

Accepted

9-13-22

Date 8/26/2022

Please sign and return one copy to our office.



# work authorization



ABC Water & Stormwater District  
Work Authorization 8/26/2022  
Brookfield Stormwater Improvements Re-Design & Ewing CA/CO Extras

## Background

ABC's Brookfield Stormwater Improvements Project (Constructed 2022) included drainage upsizing and replacement of existing infrastructure from the property at 6532 Market Street to the open channel ditch south of Ewing Road.

During the construction phase of the project, the Contractor proposed a change of work which enabled him to better protect the single family dwelling at 22 Brookfield, Youngstown, OH 44512. This proposed change was accepted by the ABC District. The result of the change of work required a re-design of the project plans. Additionally it required a revision of easement documents based upon the revised storm sewer alignment.

Lastly, a separate storm improvements project on Ewing Rd (Constructed 2022) required CA/CO services beyond the projects original scope. These requests for additional CA/CO services were due to factors outside of CT's control. The work included 1) on-site presence and supervision by CT personnel of a watermain break near the project area (but ultimately having nothing to do with the scope of work), and 2) coordination for and observation of the removal of a low-head dam along the Cranberry Run Critical Extents.

This work authorization request serves to cover the aforementioned services.

## SCOPE:

### Brookfield Avenue Stormwater Improvements

- Provide updated Easement Documents for a total of 5 easements.
- Coordinate with parcel owners, schedule meetings, meet with homeowners & district, acquire easement signatures.
- Record easements at county recorder
- Re-design including utility company communications, environmental permitting communications, and revised plans.

## SERVICES NOT INCLUDED:

Recording fees. These shall be directly (no mark-up) passed through to the District under CT's General Services for reimbursement.

## work authorization



### Ewing Road Storm Improvements

- CA/CO services requested by ABC for Dam Removal of Wildwood Dam and Watermain Break which occurred near ABC construction area.

FEE:

\$9,400.00

The total will be billed hourly not-to-exceed. Invoices will be generated monthly. CT may alter use of funds between phases listed above, but will not exceed the "Total" without prior authorization.

# INSIGHT PIPE CONTRACTING, LLC

724-452-6060  
Fax: 724-452-3226

232 E. Lancaster Road  
Harmony, PA 16037

August 24, 2022

ABC Water & Stormwater District  
Jason Loree, Board Member  
8299 Market Street,  
Youngstown, Ohio, 44512

Email: jlore@boardmantwp.com  
Mobile: 330-501-5776

## RE: Cleaning & CCTV Inspection of Storm Sewer Lines Applewood Area Investigation

Dear Jason,

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

### PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
9,795 LF	Light cleaning (up to 1 jet passes if needed) and CCTV internal video inspection of approximately 9,795 LF of 18" to 60" diameter storm sewer lines. Cleaning to be done with high pressure combination vacuum/cleaning truck. Work to be performed by a certified operator in NASSCO approved PACP coded software. Includes DVDs and reports of the inspection. Includes all equipment and labor.	\$ 2.90/LF	\$28,405.50
9,795 LF	Mapping 9,795 LF of sewer system – update mapping	\$ 0.50/LF	\$4,897.50
Per Day	Crew & truck – heavy cleaning, suction & disposal, if authorized	\$3,950.00/Day	

#### Notes:

1. No fuel surcharge will be applied to this job.
2. Price **does not** include IPC employees being paid Prevailing Wage.
3. Others to supply access to all manholes for 20 Ton 2-Wheel drive Vehicle.
4. Others to supply water for pipe cleaning.
5. Price includes traffic control and others to acquire work easements and permits for the execution of the work.
6. Others to provide bypass pumping of the sewer line segments.
7. The existing condition of the pipe will determine the amount of roots/debris that can be removed. The pipe condition may also cause the root removal/cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment



**INSIGHT PIPE CONTRACTING, LLC**

**724-452-6060**  
**Fax: 724-452-3226**

---

**232 E. Lancaster Road**  
**Harmony, PA 16037**

Video Pipe Inspection – High Pressure Sewer Cleaning & Bucketing – Power Vacuuming – Manhole & Pipe Rehabilitation

8. Proof of general liability insurance to be provided upon request (excluding additional insured).
9. **Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning and/or CCTV activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.**

The signing of this price quote constitutes the agreement to the terms and conditions and becomes the contract between Insight Pipe Contracting, LLC and its customer. The customer also agrees to complete a credit application and provide a copy of its Performance and Payment bonds, if applicable. If a separate contract or written agreement is required by the customer this price quote will be amended to reflect the change in scope, terms and conditions of such contract or agreement. Upon review and approval of the credit application the contract will be executed, and the information forwarded to our Operations Department for scheduling.

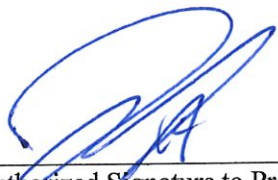
Insight Pipe Contracting, LLC will only store electronic and hard copies of CCTV reports, documents, and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting LLC within 30 days after completion of the above-mentioned work. (Video evidence to confirm date and completion of project.) Finance charge of 1.5% per month will apply if past due and all costs incurred in the collection of past due invoices to be paid by the customer.

**PRICE QUOTE VALID FOR 30 DAYS**

Sincerely,

*Travis Kelly*

Travis Kelly  
Estimator

  
\_\_\_\_\_  
Authorized Signature to Proceed with Work

9-13-22  
\_\_\_\_\_  
Date

*Board Member*  
\_\_\_\_\_  
Title

*Jason Lorce*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Purchase Order Number

**Bill to Information (if different from above):**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

# work authorization



name: ABC Water and Storm District    date: 8/26/2022    wa no.:  
attn: Jason Loree, President ABC  
phone: 330-726-4177    e-mail: jlore@boardmantwp.com  
fax: 330-726-4175    web address: <http://www.abcwaterdistrict.com/>

project title: Villa Rosa Curb & Gutter Replacement

project description: Project Manual & Bid Phase Services for curb and gutter replacement

project location: Canfield Township, Villa Rosa Dr.

invoicing instructions: Hourly, Not-To-Exceed \$6,500, CT Prevailing Wage Rates

**NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.**

## TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

## ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner

ABC Water and Storm  
Water District

CT CONSULTANTS, INC.

By

[Signature]  
Authorized Signature

Mark Delisio P.E.

Mark Delisio, P.E.

Date

Accepted

9-13-22

Date 2022.08.26

Please sign and return one copy to our office.



# work authorization



ABC Water & Stormwater District  
Work Authorization  
Villa Rosa Drive Curb & Gutter Replacement

## Background

Canfield Township has identified sections of deteriorated curb and gutter along Villa Rosa Drive. Township Trustees have requested the use of ABC District funding to replace this curb and gutter citing it as a part of the District's stormwater conveyance system.

The Township has marked the sections which are desired to be replaced. Quantities and pricing information has been submitted by the District to CT.

## SCOPE:

1. Prepare Contract Documents including (technical specifications, prices to include, Engineer's estimate, bid form)  
**Note: Per client's request – no map or layout of proposed work is to be provided. There will be 2 pay items (curb removal & replacement, driveway replacement).**
2. CT will prepare front end documents (using CT standard contract documents).
3. Bid services will be provided including preparation of the bid advertisement, distributing contract documents (using CT standard contract documents), provide any addendums needed, review bid and provide bid results letter to District.
4. Provide standard project management & QA/QC.

## SERVICES NOT INCLUDED:

Field study or field visits, Survey, Easements, Design, Permitting, fees, Tree Removal surveys or services, Geotechnical, pre-construction meeting, construction observation and administration, punch list visits, or any other services not stated above. Any requested additional services will require separate written authorization

## FEE:

Item	Fee
Prepare Contract Documents & provide bidding assistance	\$6,500
<b>Total</b>	<b>\$6,500</b>

The total will be billed hourly not-to-exceed. Invoices will be generated monthly. CT may alter use of funds between phases listed above, but will not exceed the "Total" without prior authorization.