

**AMENDMENT  
TO  
AGREEMENT NO. 19006466  
BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF HUDSON  
FOR  
OWEN BROWN STREET BRIDGE REPLACEMENT PROJECT**

THIS AMENDMENT TO AGREEMENT ("Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Northeast Ohio Regional Sewer District (the "District"), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Board of Trustees Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2023 (Exhibit "A") and the City of Hudson (the "City"), pursuant to Resolution \_\_\_\_\_ adopted by Hudson City Council on \_\_\_\_\_, 2023 (Exhibit "B").

RECITALS

1. On or around June 20, 2019, the District and the City entered into Agreement No. 19006466 (the "Agreement") relative to the City's performance of the design and construction of the Owen Brown Street Bridge Project (the "Project"), which included extending the Owen Brown Street Bridge (the "Bridge") to eliminate the 100-year storm event impacts to the adjacent properties and reduce upstream flooding, in furtherance of the goals of the District's Regional Stormwater Management Program ("RSMP").
2. In 2021, the City completed the hydraulic analysis required under the Agreement to investigate the impacts of upsizing the Bridge on the Regional Stormwater System. The District reimbursed the City \$91,342.08 for the actual cost of completing the hydraulic analysis.
3. The hydraulic analysis determined that a relief culvert could provide the same benefits as upsizing the Bridge at a significantly lower cost.
4. The parties desire to amend the Agreement to revise the scope of work for the Project to authorize the final design and construction of a new relief culvert in place of upsizing the Bridge and to reflect the amended total not-to-exceed amount of the Agreement.

In consideration of the foregoing, the payments and the mutual promises

contained herein, the parties agree to amend the Agreement as follows:

1. The scope of work for the Project is hereby revised and/or supplemented as follows:
  - In lieu of replacing, upsizing, and expanding the existing Bridge opening at Owen Brown Street over Brandywine Creek described in Paragraph 1.1 of the original Agreement, the City will construct a new relief culvert near PIN 3203921, in accordance with the scope of work described in the GDP Group Technical Memorandum dated March 18, 2022, and the GDP Group Design Assistance dated February 9, 2023, attached to this Amendment as Exhibits C and D, respectively.
  - The City will share with the District all the model data developed by GPD Group for the "Owen Brown – Additional Hydrology & Hydraulics Task."
2. The District agrees to reimburse the City an amount not-to-exceed Four Hundred Forty-One Thousand Three Hundred Forty-Two and 00/100 Dollars (441,342.00) for the actual costs incurred by the City for the design and construction of the new relief culvert.
3. The total amount of the Agreement is hereby decreased by Eight Hundred Sixty Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$860,658.00), for an amended total Agreement amount of not-to-exceed Four Hundred Forty-One Thousand Three Hundred Forty-Two and 08/100 Dollars (\$441,342.00).
4. The City shall remain the owner of the new relief culvert at PIN 3203921, the Owen Brown Street Bridge across Brandywine Creek, and all installed Project components, and shall operate and maintain such Project components, except as otherwise outlined in the RSMP Service Agreement.
5. The provisions of this Amendment are hereby incorporated into the Agreement as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement

and this Amendment, the terms, conditions and provisions of this Amendment shall control.

6. The following exhibits are attached to this Amendment and incorporated as fully rewritten herein:

Exhibit "A"	District's Board of Trustees Resolution
Exhibit "B"	City's Resolution
Exhibit "C"	Revised Scope of Work – GDP Group Technical Memorandum dated March 18, 2022
Exhibit "D"	Revised Scope of Work – GDP Group Design Assistance dated February 9, 2023

[signatures on the following page]

The parties have executed this instrument as of the date and year first above written.

**NORTHEAST OHIO REGIONAL  
SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

By: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF HUDSON**

By: \_\_\_\_\_  
Thomas Sheridan  
City Manager

The Legal Form and Correctness  
of this Instrument is Hereby Approved:

**CITY OF HUDSON**

\_\_\_\_\_  
Marshal M. Pitchford  
City Solicitor

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

**AMENDMENT TO AGREEMENT  
NO. 19006466**

**NORTHEAST OHIO REGIONAL SEWER  
DISTRICT**

**WITH**

**CITY OF HUDSON**

**FOR**

**OWEN BROWN STREET BRIDGE PROJECT**

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Original Agreement Amount:	\$1,302,000.00
<u>Reduction in Cost:</u>	<u>\$860,658.00</u>
Total Amended Amount:	\$441,342.000

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The legal form and correctness of the within instrument are hereby approved.

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ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

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Date

**CERTIFICATION**

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

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KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

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Date