

# City of Strongsville

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Strongsville, Ohio 44149-5598  
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## City Council

Michael J. Daymut  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
President Pro Tem  
At-Large

Duke Southworth  
President of Council  
At-Large

Aimee Pientka, CMC  
Clerk of Council  
[aimee.pientka@strongsville.org](mailto:aimee.pientka@strongsville.org)

Tiffany Mekeel, CMC  
Assistant Clerk of Council  
[tiffany.mekeel@strongsville.org](mailto:tiffany.mekeel@strongsville.org)

January 28, 2016

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, February 1, 2016**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

**Caucus will begin at 7:30 p.m.** All committees listed will meet immediately following the previous committee:

**7:30 P.M.** **Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2016-014 and 2016-015.

**Public Service and Conservation Committee** will meet to discuss Ordinance Nos. 2016-016, 2016-017 and 2016-018.

**Finance Committee** will meet to discuss Ordinance No. 2016-019.

**Recreation and Community Services** will meet to discuss Ordinance No. 2016-020.

**Economic Development** will meet to discuss items pertinent to the committee.

**Committee of the Whole** will meet to discuss Ordinance No. 2016-021.

**8:00 P.M.** **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

## BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING  
MONDAY, FEBRUARY 1, 2016 AT 8:00 P.M.**

Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – January 19, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Mr. Carbone:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
  - BUILDING AND UTILITIES – Mr. Schonhut:
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  - FINANCE – Mr. Dooner:
  - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
  - RECREATION AND COMMUNITY SERVICES – Mr. Short:
  - COMMITTEE-OF-THE-WHOLE – Mr. Southworth:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

## 10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-014 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADE OF FIRE STATION NO. 3 – ALBION ROAD, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-015 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS USED AND OBSOLETE FIRE DEPARTMENT MOTOROLA HAND-HELD RADIOS, CHARGERS AND RELATED EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, THROUGH DONATION AND TRANSFER TO THE SOUTHWEST EMERGENCY RESPONSE TEAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-016 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-017 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-018 by Mr. Carbone. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-022 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH CINTAS CORPORATION FOR UNIFORM RENTAL SERVICE USED BY THE SERVICE DEPARTMENT OF THE CITY, AUTHORIZING AND APPROVING PAYMENT OF ADDITIONAL INVOICES; AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-019 by Mayor Perciak and Mr. Dooner. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW CONTRACT FOR THE FURNISHING, DELIVERY AND INSTALLATION OF COMPUTER SOFTWARE, PRODUCTS AND RELATED SERVICES FOR A FINANCIAL MANAGEMENT INFORMATION AND APPLICATION SYSTEM FOR THE FINANCIAL FUNCTIONS OF THE CITY OF STRONGSVILLE, COMMENCING APRIL 1, 2016, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-020 by Mr. Short. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-021 by Mayor Perciak. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2015-140 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL FOR VARIOUS TAX INCREMENT FINANCING AND RELATED MATTERS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-D1-D2-D3-D3A-D6: To: Strongsville Pub LLC; **DBA: Johnny J's Pub and Grille, 15323 Pearl Road, Strongsville, Ohio 44136** (Responses must be postmarked no later than 2/4/2016).
- Application for Permit: NEW-D5: To: CA Restaurant Group, LLC; **13485 Pearl Road, Strongsville, Ohio 44136** (Responses must be postmarked no later than 2/16/2016).

12. MISCELLANEOUS BUSINESS:

- *Motion to appoint Councilman Michael J. Daymut as a Trustee of the Strongsville Community Improvement Corporation.*

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 014

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADE OF FIRE STATION NO. 3 – ALBION ROAD, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2015-179, the Mayor advertised a request for qualifications and proposals for architectural and engineering services for the renovation and mechanical upgrade of Fire Station No. 3 on Albion Road; and

WHEREAS, pursuant to Revised Code Section 153.69, the City selected and ranked no fewer than three firms which it considered to be most qualified to provide the required professional design services; and

WHEREAS, the City has negotiated a contract with Zarzycki-Malik Architects, Inc., the firm ranked most qualified to perform the required services; and

WHEREAS, the City is desirous of entering into a contract for such services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that after negotiations, **ZARZYCKI-MALIK ARCHITECTS, INC.** is the most qualified firm to perform the architectural and engineering services in connection with the renovation and mechanical upgrade of Fire Station No. 3 on Albion Road; that the compensation being requested is deemed to be fair and reasonable, and that the criteria set forth in Ohio Revised Code Sections 153.65-.80 for the selection of a professional design services firm and negotiation of a contract have been met. All other proposals for this contract are hereby rejected, and any informalities or minor defects in the proposal process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with **ZARZYCKI-MALIK ARCHITECTS, INC.** to provide architectural and engineering services in connection with the renovation and mechanical upgrade of Fire Station No. 3 on Albion Road, substantially in accordance with the terms and conditions set forth in the proposed contract attached hereto as Exhibit 1, and incorporated herein by reference, which in all respects is hereby approved.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 014**  
**Page 2**

**Section 3.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Fire Levy Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to commence the renovation and mechanical upgrade of Fire Station No. 3, to enhance the operations of the Fire Department, provide appropriate facilities for City employees, effectively protect the lives and property of citizens of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-014 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF STRONGSVILLE**, 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), and **ZARZYCKI-MALIK ARCHITECTS, INC.**, 7500 Pearl Road, Middleburg Heights, Ohio 44130 ("Architect").

### WITNESSETH:

WHEREAS, the City desires to undertake a project involving the design for renovation and mechanical upgrade of the City's Ward 3 Fire Station located at 22000 Albion Road near Priem Road, and desires to employ an architectural firm to assist the City in said project;

**NOW THEREFORE**, the City and Architect agree as set forth below.

### TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND ARCHITECT

#### ARTICLE 1

#### Architect's Responsibilities

##### 1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other requirements included in Article 8.

1.1.2 Architect shall exercise a high degree of care and diligence in the rendition of all services under this Agreement in accordance with the professional standards prevailing in the metropolitan Cleveland area, and all of the Architect's services under this Agreement shall be performed as expeditiously as is consistent with said standards, time being of the essence. The Architect shall submit for the City's information and approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Such schedule shall be consistent with and shall not vary from the schedule to be established by the City and the Architect. Time limits established by the schedule to be approved by the City shall not, except for reasonable cause, be exceeded by the Architect or City. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by City and Architect.

**Article 2**  
**Scope of Architect's Basic Services**

**2.1 DEFINITION**

2.1.1 The Architect's Basic Services consist of those set forth in the City's RFQP document dated September 8, 2015, the attached two (2) Scope of Services Exhibits A and A-1 incorporated herein, the Architect's Proposal submittal dated October 14, 2015 in its entirety, and as further described in Paragraphs 2.2 through 2.6 and any other services agreed to between the parties as part of Basic Services, and including without limitation, normal structural, mechanical, and electrical necessary to produce a complete and accurate set of Construction Documents, as described by and required in paragraph 2.4.

**2.2 SCHEMATIC DESIGN PHASE**

2.2.1 The Architect in consultation with the City, and any other persons or entities designated by City shall develop a written and/or graphic program for the Project to ascertain the City's needs (including its Fire Department's) and to establish the requirements for the Project.

2.2.2 The Architect shall review with the City proposed site use and improvements; selection of materials, building systems and equipment; and methods of Project delivery.

2.2.3 The Architect shall review with the City alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the City, the Architect shall provide schematic design studies for the City's review. Those intervals shall be established and the Architect's work called for in this phase shall be performed in a timely manner in order to assure that such work can be accomplished to meet the schedule to be established for "Schematic Design."

2.2.6 In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall provide an accurate estimate of Construction Cost.

2.2.7 Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications and other documents for the City's approval.



## 2.3 DESIGN DEVELOPMENT PHASE

- 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for the City's review and approval. The Design Development Documents shall be based upon data and estimates prepared by the Architect in consultation with the City, and shall consist of drawings and other documents that establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with all applicable laws, statutes, ordinance, codes, orders, rules and regulations imposed by any governmental authorities having jurisdiction over the project.
- 2.3.2 At intervals mutually agreeable to the City and Architect, the Architect shall provide drawings and other documents which depict the current status of design development for the City's review. Those intervals shall be established and the Architect work called for in this phase shall be performed in a timely manner in order to assure that such work can be accomplished to meet the schedule established on the line to be identified as "Design Development" in Exhibit B, to be attached hereto.
- 2.3.3 Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents for the City's approval.
- 2.3.4 The Architect also shall provide interior design and other similar services required for or in connection with the selection, procurement and installation of furniture, furnishings, technology-related systems including communications, security/monitoring, and related equipment.

## 2.4 CONSTRUCTION DOCUMENTS PHASE

- 2.4.1 Based on the approved Design Development Documents and any further adjustments authorized by the City in the scope or quality of the Project or in the construction budget, the Architect, utilizing its data and estimates, shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations imposed by any governmental authorities having jurisdiction over the project. Alternative and "like materials" specifications will be reviewed by the Architect with final approval to be by the City.
- 2.4.2 At intervals mutually agreeable to the City and Architect, the Architect shall provide Drawings and Specifications for the City's review. Those intervals shall be established and the Architect's work called for in this phase shall be

performed in a timely manner in order to assure that such work can be accomplished to meet the schedule established on the line to be identified as "Final Design" in Exhibit B, to be attached hereto.

2.4.3 Upon completion of the construction Documents Phase, the Architect shall provide Construction Documents for the City's approval.

2.4.4 The Architect shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the City and Contractors. The Architect shall assist the City in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect shall respond to questions from bidders, and shall issue addenda. The Architect's work under this phase shall be performed in a timely manner in order to assure that the schedule established on the line to be identified as "Bidding and Award" in Exhibit B, to be attached may commence continue and conclude in accordance with such schedule.

2.4.5 The Architect shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and with obtaining all necessary approvals and permits.

2.5 **BIDDING OR NEGOTIATION PHASE**

2.5.1 The Architect, following the City's approval of the Construction Documents and Architect's latest estimate of Construction Cost, shall assist the City in obtaining bids or negotiated proposals and assist in preparing contracts for construction.

2.5.2 If the total of the lowest and best bona fide bids by responsible Contractors satisfactory to the City for the construction of the Project pursuant to the approved Contract Documents for the Project exceeds by more than ten percent (10%) the total construction cost of the project as set forth in the approved Detailed Estimate of Probable Construction Costs of the Project submitted by the Architect, then the Architect shall conduct further cost adjustment sessions with the City in order to accomplish revision of the Contract Documents to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the total construction cost set forth in the approved Detailed Estimate of Probable construction Costs by more than ten percent (10%) of the total construction cost of the Project set forth therein, or in the alternative, to adjust the Project budget. After authorization by the City, the Architect shall provide the bidding services set forth in this Article 2 for the re-bid of the Project, if necessary.

2.6 **CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the various Contracts for construction and terminates upon 120 days after final occupancy by the City and the issuance to the City of the final project certificates for payment.
- 2.6.2 The Architect shall provide administration of the Contract for construction in cooperation with the City as set forth below and in the General Conditions of the Contract for Construction. The Architect also is responsible to identify the types of special inspections and testing required for the project, and thereafter in cooperation with the City to coordinate all such special inspections required under the Ohio Building Code.
- 2.6.3 Construction Phase duties, responsibilities and limitation of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and Architect.
- 2.6.4 The Architect shall be a representative of and shall advise and consult with the City (1) during the Construction Phase, and (2) at the City's direction from time to time during the correction period described in the Contacts for Construction. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.6.5 Once construction commences, the Architect shall visit the site at intervals of at least twice a week, and when appropriate to the state of construction or as otherwise agreed by the City and Architect in writing, to become generally familiar with the progress and quality of the Work completed and to determine if the Work is proceeding in accordance with all of the requirements of the Contract Documents and all applicable law statutes, ordinances, codes, rules and regulations, and is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. On the basis of on-site observations as an architect, the Architect shall keep the City informed of the progress and quality of the Work and shall provide information of its findings to the City, to assist the City and submit written reports at least once a month, and as the circumstances require, and shall endeavor to guard the City against defects and deficiencies in the Work. Once construction commences, the Architect shall fully participate in meetings with the City on a weekly basis, and with the contractors on a weekly basis and provide for recording of and/or notes of the meetings with the contractors.
- 2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents, except as otherwise set out to the contrary in Subparagraph 2.6.5. Except as otherwise provided in this Agreement, the Architect shall not have control over

or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

- 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.6.8 The Architect agrees to act as the representative of the City in any communications by and with the Architect's consultants, and such communications shall be through the Architect.
- 2.6.9 Based on the Architect's observations at the site of the Work and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the Contractor(s) within five (5) days after receipt of the Contractor's Application for Payment.
  - 2.6.9.1 The Architect's certification for payments shall constitute a representation to the City, based on the Architect's observations at the site as provided in Subparagraph 2.6.5, on the data comprising the Contractor's Applications for Payment, that the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed in writing at the time of the Architect's Certification for Payment. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
  - 2.6.9.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 2.6.10 The Architect shall have the authority, after notification to the City, to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from the City, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the Architect must obtain the City's prior written approval of any such inspection or testing. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

- 2.6.11 The Architect shall review and approve or take other appropriate action upon Contractors' submittals such as Shop Drawings, Product Data and Samples, for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the Work, when completed, will be in compliance with the requirements of the Contract Documents. The Architect's action shall be taken in accordance with the schedule submitted to the City pursuant to subparagraph 1.1.3 hereof so as to cause no delay in the Contractors' Work or in construction by the City's own forces. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instruction for installation or performance of equipment or systems designed by Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.
- 2.6.12 The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives for the City's review, approval and execution in accordance with the Contract Documents.
- 2.6.13 The Architect may authorize minor changes in Work, not involving an adjustment in a Contract Sum and not involving an extension of a Contract Time, which changes are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the City.
- 2.6.14 The Architect shall assist the City in City's conducting of inspections to determine the date or dates of Substantial Completion and the date of final completion and shall issue a Certificate of Substantial Completion. The Architect shall receive, review, and approve or disapprove as the case may be guarantees, warranties and similar submittals required by the Contract Documents and shall forward the same to the City. Upon compliance with all requirements of the Contract Documents, the Architect, shall prepare and issue a final Construction Payment Report which shall indicate whether the Architect finds the Work performed acceptable under the Contract Documents and if acceptable shall include a review and certification of the final amounts due the respective Contractors in the form of final Certificates of Payment which shall be approved and executed by the Architect and Contractors.

- 2.6.15 The Architect shall interpret and provide recommendations on matters concerning performance of the Contractors and the requirements of the Contract Documents on written request of either the City or a Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any agreed upon time limits.
- 2.6.16 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by the Contractors, and shall not be liable for results of interpretations or decisions so rendered in good faith or in the absence of negligence.
- 2.6.17 The Architect shall render written interpretations and recommendations within a reasonable time on all claims, disputes or other matters in question relating to the execution or progress of the Work as provided in the Contract Documents.
- 2.6.18 Architect hereby represents and warrants to the City the following:
- (1) that Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required and perform its obligations hereunder.
  - (2) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so.
  - (3) that Architect is authorized to do business in the State of Ohio and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over its and the services required hereunder and the Project itself;
  - (4) that Architect's execution of this Agreement and its performance thereof is within its duly authorized powers; and
  - (5) that Architect's duly authorized representative has visited the Project, familiarized himself with the local conditions under which the services required hereunder are to be performed and correlated his observations with all of the requirements of the Contract Documents.
- 2.6.19 The Architect shall provide the City with one (1) set of Electronic Documents showing all significant changes to the Working Drawings during the Construction Phase and shall also provide one (1) set of reproducible as built Drawings for the City's file. The City shall provide in its agreements with Contractors that each Contractor shall provide to the Architect one (1) set of reproducible prints and drawings prepared by such Contractor.

2.6.20 As part of the Basic Services, the Architect shall meet with the City, and/or their designated representatives promptly after Substantial Completion to review the need for facility operation services.

2.6.21 As part of the Basic Services, upon request of the City, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall conduct a meeting with the City and its designated representatives to review the facility operations and performance and to make appropriate recommendations to the City.

### **ARTICLE 3 Additional Services**

#### **3.1 GENERAL**

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified otherwise in this Agreement, and they shall be paid for by the City as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2, 3.3 and/or 3.4 shall only be provided if authorized or confirmed in writing by the City. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the City prior to commencing such services. If the City deems that such services described under Paragraph 3.3 are not required, the City shall give prompt written notice to the Architect. If the City indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. Notwithstanding anything to the contrary in this Agreement, City shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement.

#### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and approved by the City, and the Architect shall be compensated therefor as agreed by the City and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the City against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### 3.3 **CONTINGENT ADDITIONAL SERVICES**

3.3.1 Making major revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the City's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, the City's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Paragraph 2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substantial substitutions proposed by Contractors and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the termination or default of a Contractor or by major defects or deficiencies in the Work of a Contractor unless the Architect, with reasonable diligence under its supervisory obligations set out in this Agreement, should have observed and halted such major defects or deficiencies in work.

3.3.7 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.



3.3.8 Providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is party thereto.

**3.4 OPTIONAL ADDITIONAL SERVICES**

3.4.1 Providing financial feasibility or other special studies.

3.4.2 Providing special surveys or environmental studies required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.3 Providing services to verify the accuracy of drawings or other information furnished by the City.

3.4.4 Providing coordination of construction performed by the City's own forces and coordination of services required in connection with construction performed and equipment supplied by the City.

3.4.5 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.6 Providing services after the Construction Phase as such Phase is established in subparagraph 2.6.1.

3.4.7 Providing services of consultants for other than normal architectural, structural, mechanical, electrical and any other engineering services described in subparagraph 2.1.1 or otherwise required of the Architect under this Agreement.

3.4.8 Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

**ARTICLE 4  
City's Responsibilities**

4.1 The City shall consult with the Architect regarding requirements for the Project, including the City's contemplated objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems, and site requirements.

4.2 The City shall establish and update an overall budget for the Project based on consultation with the Architect, which shall include the Construction Cost, the City's other costs and reasonable contingencies related to all of these costs.

- 4.3 If requested by the Architect, the City shall furnish evidence that financial arrangements have been made to fulfill the City's obligations under this Agreement.
- 4.4 The City shall designate a representative authorized to act on the City's behalf with respect to the Project and its construction, who shall be the City's Building Commissioner. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. There also shall be a representative available from the City's Fire Department; namely, the Fire Chief, for purposes of consultation concerning special needs and design.
- 4.5 The City may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be references to a Project benchmark.
- 4.6 Except for the requirements of Article 2 hereunder, City shall furnish the services of geotechnical engineers when such services are requested by the Architect, whose approval will not be unreasonably withheld. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The City shall be informed of the necessity of such services and consulted thereon.
- 4.7 The City shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect, provided that City shall retain such consultants only if they are not to be provided as a part of Basic Services hereunder. The City shall be informed by the Architect of the necessity of such services and consulted thereon.
- 4.8 When recommended by the Architect in accordance with Section 2.6.2 above, the City shall furnish structural, mechanical, air and water pollution tests, and other laboratory and environmental tests, inspections and reports required by law, including but not limited to

"special inspections" required under the Ohio Building Code, or the Contract Documents for the Architect's review.

- 4.9 The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services that the City may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the City, provided that the City shall have no obligation to provide any of the aforesaid services to any party to a proceeding arising out of a dispute on any issue related to the Project.
- 4.10 The services, information, surveys and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the City's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, absent the negligence of the Architect.
- 4.11 The proposed language of certificates or certifications requested of the Architect for Architect's consultants shall be submitted to the Architect for review and approval within a reasonable time prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.12 The City shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.
- 4.13 The City shall furnish the Architect copies of written communications with the Contractors.
- 4.14 Notwithstanding anything to the contrary in Article 4, the City shall only furnish information or services described in this Article 4 to the extent that any such information or service is reasonably required by the Architect to perform its services under this Agreement.

## **ARTICLE 5**

### **Construction Cost**

#### **5.1 DEFINITION**

- 5.1.1 Construction Cost, for the purposes of this Agreement, shall mean the latest Detailed Estimate of Probable Construction Cost prepared by the Architect, and approved by the City until such time as all contracts for construction of the Project have been bid and awarded. Upon the award by the City of the last contract for construction, Construction Cost shall mean the sum of all contracts awarded for construction of the Project. If a change order is approved by the City which increases or decreases a construction contract price, the

Construction Cost shall be adjusted in an amount equal to such change order; provided that no increase in Construction Cost shall be made by change order or otherwise if such increase in cost is the result of error, omission, or other fault of the Architect, its officers, employees, agents, or consultants.

5.1.2 Construction Cost shall not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the City as provided in Article 4.

## 5.2 **RESPONSIBILITY FOR CONSTRUCTION COST**

5.2.1 The Architect shall be responsible for establishment of the estimate of Construction Cost and the City's Project Budget, all to be utilized in preparation of the Construction Documents. The Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's Project budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.

5.2.2 No fixed limit of Construction Cost has been established as a condition of this Agreement. However, as soon as reasonably practical, the City with the assistance of the Architect will establish a preliminary Project Budget and estimated construction cost, minus those costs set out in Subparagraph 5.1.2.

## **ARTICLE 6 Payments to the Architect**

### 6.1 **DIRECT PERSONNEL EXPENSE**

6.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employer benefits, insurance, sick leave, holidays, vacations, and pension contributions.

### 6.2 **REIMBURSABLE EXPENSES**

6.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the project, as identified in the following clauses.

6.2.1.1 Reasonable expense of reproductions necessary for the rendition of services hereunder, which expense shall not include the expense of producing the first ten (10) sets of documents referred to in this Agreement since those expenses are a part of Architect's compensation for Basic Services.

- 6.2.1.2 Expense of renderings, models and mock-ups authorized in writing by the City and with the amount to be approved by the City in writing.
- 6.2.1.3 Expense associated with the use of outside computers when authorized in advance in writing by the City and with the amount to be approved by the City in writing.
- 6.2.1.4 Such other extraordinary expenses incurred in connection with the Project when specifically authorized in advance in writing by the City.

**6.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

6.3.1 Subject to the provisions of subparagraph 7.2.2 hereof, the City shall make payments directly to the Architect after the City's receipt and approval of the Architect's detailed statements and certificates in a form approved by the City executed by Architect covering that portion of the Work completed on the Project prior to the date of each certificate. The Architect shall submit a draft copy of each statement for services rendered no later than the tenth day of the calendar month for the City's review and approval. The City shall promptly review such draft and submit its comments and responses. The Architect shall submit its final interim statement for services rendered no later than the fifteenth day of a calendar month. The City shall pay each such statement submitted within those time frames on or before the last day of each such calendar month. Statements received after the aforesaid calendar dates shall be processed for payment in the next calendar month.

6.3.2 Payments shall be in proportion to services performed within each phase of service, and shall not exceed the percentages set forth in Subparagraph 7.2.2.

6.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable only to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 7.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bids or proposals are received, the most recent Detailed Estimate of Probable Construction Cost prepared by the Architect and approved by the City for such portions of the Project.

6.3.4 No action or payment by the City for any of Architect's services shall alter or act as waiver of Architect's obligations or alter City's rights under this Agreement.

**6.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

6.4.1 Payments on account of the Architect's Additional Services and for

Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**6.5 PAYMENTS WITHHELD**

6.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable, unless the Architect has not properly performed the services required in accordance with the terms of this Agreement.

**6.6 ARCHITECT'S ACCOUNTING RECORDS**

6.6.1 Records of Architect's expenses and hours pertaining to this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the City, their authorized representatives and auditors, and the Auditor of the State of Ohio and his designees for inspection and copying during regular business hours for four (4) years after the date of the final Certificate of Payment; or until the completion of all City audit proceedings for the calendar year(s) in which those records were created, or until the conclusion of any legal proceedings arising out of the Project, whichever is the last to occur.

**ARTICLE 7  
Basis of Compensation**

The City shall compensate the Architect as follows:

**7.1 BASIC COMPENSATION**

7.1.1 For Basic Services, as described in Article 2, and any other services included as part of Basic Services, Basic Compensation shall be computed as follows:

Nine percent (9%) of the Construction Cost. If the Construction Cost of the Project is increased pursuant to subparagraph 5.1.1 through no fault of the Architect, the Architect shall be compensated for the Work related to such increase at a rate to be agreed to between the parties and approved by the Council of the City. If this Construction Cost of the Project is decreased pursuant to subparagraph 5.1.1, to the extent that the Architect has not done additional work, compensation shall be decreased pursuant to subparagraph 5.1.1

7.1.2 Progress payments for Basic Services in each phase shall not exceed the following percentages of the total Basic Compensation payable:

Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	<u>25%</u>
Total Basic Compensation	100%

## 7.2 COMPENSATION FOR ADDITIONAL SERVICES

7.2.2 For Additional Services of the Architect, as described in Article 3, other than Additional Project Representatives, as described in Paragraph 3.2, but excluding services of consultants, compensation shall be computed as follows:

<i>Principals</i>	<i>Rate of Compensation per Hour</i>
Principal	\$110.00/Hr.
Staff Architect	95.00/Hr.
Project Manager	85.00/Hr.
CAD Drafter	70.00/Hr.

7.3.3 For Additional Services only of consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.8 a multiple of 1.10 times the amounts billed to the Architect for such services.

## 7.4 REIMBURSABLE EXPENSES

7.4.1 For Reimbursable Expenses, as described in paragraph 6.2, 100% of the documented and reasonable expenses actually incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

## 7.5 FORCE MAJEURE

7.5.1 The performance of either party's covenants in this Agreement shall be suspended during any period that the performance of this Agreement or the Work is prevented by acts of God, accidents, weather, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, war, action of national or state government, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of either party, and the time for performance of this Agreement shall be extended for the time performance is delayed by any such event, at no additional cost to the City.

7.5.2 Payments for services properly performed are due and payable within the time set forth in subparagraph 6.3.1.

**ARTICLE 8**  
**Insurance and Indemnification**

**8.1 ARCHITECT'S INSURANCE**

- 8.1.1 Architect shall maintain, at its own expense except as specifically set out herein to the contrary, the insurance coverages set forth in this section insuring the Architect, its employees, agents and designees and the Indemnitees as required herein, which insurance shall be placed with insurance companies rated at least A- or better by Best's Key Rating Guide and lawfully authorized to do business in the State of Ohio. Each policy shall provide by endorsement or rider that the policy shall not be terminated, canceled, non-renewed or materially modified less than 30 days after receipt by the City of written notice of such action as evidenced by return receipt of United States certified mail. Each policy shall also provide by rider that the violation of any of the terms of any other policy issued by the insurer to the Architect or any subcontractor of the Architect shall not invalidate the policy. Each policy of liability insurance shall provide by rider that the presence of officers, employees, agents and/or representatives of the City on the Site of the Project shall not invalidate the policy.
- 8.1.1.1 Architect shall insure specifically the indemnity contained in subparagraph 8.3.1 of this Agreement and shall include the Indemnitees as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described below in subparagraphs 8.1.1.2 and .3. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies.
- 8.1.1.2 Architect's Professional Liability Insurance (including contractual liability coverage with all coverage retroactive to the commencement of Architect's services in relation to the Project) with not less than \$1,000,000.00 aggregate limit of liability covering errors, omissions and related matters with said coverage to be maintained for a period of two (2) years after the date of final payment hereunder.
- 8.1.1.3 Comprehensive General Liability Insurance (including broad-form contractual liability and completed operations, explosion, collapse and underground hazards) written on an occurrence basis covering as insured the Architect and the City in the Project for personal injury, bodily injury, death and property damage with not less than \$2,000,000.00 limits of liability for each occurrence and in the aggregate to be maintained for a period of two (2) years after the date of final payment hereunder. The Architect shall require that its subcontractors maintain a similar policy of insurance covering as insured the subcontractor and the City.



- 8.1.1.4 Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury, bodily injury, death and property damage with not less than \$2,000,000.00 for each occurrence and in the aggregate.
- 8.1.1.5 Valuable Papers Insurance insuring all plans, designs, drawings, specifications and documents produced or used under this Agreement by the Architect or any subcontractor thereof in a total amount not less than \$50,000.00 or the total cost to replace any loss whatsoever which could damage or destroy such valuable papers and provide payment to re-create, re-establish or restore such valuable papers. The benefits of all valuable papers insurance shall be made to extend expressly to the City.
- 8.1.1.6 Worker's Compensation, Disability benefit and other similar employee benefit acts insurances or coverages securing those benefits for the employees of the Architect in the amount of the maximum required by the applicable law.
- 8.1.1.7 Architect shall submit valid certificates in form and substance satisfactory to the City evidencing the effectiveness of the foregoing insurance policies along with original copies of the endorsement and amendatory riders to any such policies to City for City's and approval immediately upon execution of this Agreement, and subsequently not less than 30 days before the expiration dates of expiring policies, provided that for valuable papers insurance, original policies must be deposited with the City.
- 8.1.1.8 Architect hereby agrees to maintain the insurance described in Paragraph 8.1 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 8.1, the City may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance; in the alternative, the City may set-off such costs from and against fees owed by the City to Architect.

## 8.2 CITY'S LIABILITY INSURANCE

- 8.2.1 The City may extend and maintain its own liability insurance, including such insurance as will protect it from claims which may arise from alleged negligence, error or omission of the City, its officers and employees in conjunction with the Project. This provision and/or any action taken by the City hereunder does not constitute and shall not be deemed a waiver of any of the immunities to which the City, its officers or employees are entitled under the provisions of Ohio Revised Code Chapter 2744 or other applicable statutory or case law.

**8.3 INDEMNIFICATION**

8.3.1 The Architect hereby agrees to indemnify, defend and hold harmless the City and other persons or entities designated by the City and, to the extent of insurance coverage required by subparagraphs 8.1.1.1 through 8.1.1.5, from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) arising out of or occurring in connection with Architect's, its agents', employees', consultants' and subcontractors' errors, omissions or negligent acts in the performance of its Services and duties or otherwise which may arise or be incident or related in any manner to any of the Work to be performed or provided under this Agreement, provided that the Architect shall not be obligated to indemnify an Indemnitee for damages caused by or resulting from the sole negligence of Indemnitee or action giving rise to strict liability of an Indemnitee.

**8.4 NOTICES**

8.4.1 All notices or other communications hereunder to either party shall be in writing and if mailed, shall be deemed to have been given on the earlier of actual receipt by the intended recipient or on the second business day after the date when deposited in the United States mail by registered or certified mail, postage prepaid and addressed:

If to City:                      City of Strongsville  
   16099 Foltz Parkway  
   Strongsville, OH 44149

   Attention: Building Commissioner

   With a copy to:  
   Law Director  
   City of Strongsville  
   16099 Foltz Parkway  
   Strongsville, OH 44149

If to the Architect:              Zarzycki-Malik Architects, Inc.  
   7500 Pearl Road  
   Middleburg Heights, OH 44130

   Attention: Robert F. Zarzycki

or to either party at such other address as such party may designate, in a notice to the other party, at its address for receipt of notices hereunder.

## **ARTICLE 9**

### **Use of Architect's Drawings, Specifications and Other Documents**

- 9.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The City shall be permitted to retain copies, including reproducible copies, and electronic media of the Architect's Drawings, Specifications and other documents for information and reference in connection with the City's construction, use, occupancy, or future changes to the Project. The Architect's Drawings, Specifications or other documents shall not be used by the City or others on other projects, or for completion of this Project by others, unless the Architect is in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect, provided that it is expressly understood and agreed that City shall have the right to utilize the Drawings and Specifications in the event City expands the Project, corrects any deficiencies, makes any renovations or repairs to the Project, or for future project design use other than the construction of another building.
- 9.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

## **ARTICLE 10**

### **Dispute Resolution**

- 10.1 All claims, disputes and other matters in question between the Architect and the City arising out of, or relating to, the Contract Documents or the breach thereof, shall be settled, if possible, by negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, all such disputes shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association only if the parties mutually agree, and in such event by three (3) arbitrators; or in a court of competent jurisdiction in the State of Ohio. Any agreement to arbitrate shall be reduced to writing and shall incorporate provisions for discovery by both parties. In the absence of such provisions, both parties shall be entitled to and shall provide discovery in accordance with the Ohio Rules of Civil Procedure, and Architect shall provide discovery pursuant to Section 10.6.1 of this Agreement. Failure of either party to provide discovery in a pending arbitration shall terminate the agreement to arbitrate upon written notice of termination by the party requesting discovery to the opposing party and the American Arbitration Association. Such a termination shall divest the American Arbitration Association and the appointed arbitration panel of jurisdiction, and neither party shall be bound by any decision rendered by the arbitration panel.

The Architect will carry on the work and maintain the progress schedule during the pendency of any dispute, including any arbitration or court proceedings, unless otherwise mutually agreed in writing.

**ARTICLE 11**  
**Termination, Suspension or Abandonment**

- 11.1 This Agreement may be terminated by either party upon not less than ten (10) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated due to the fault of the Architect, the City shall be entitled to exercise any and all remedies provided by applicable law. In the event this Agreement is terminated due to the fault of the City, the Architect shall be entitled to receive compensation for the portion of its fee then earned and all substantiated Reimbursable Expenses incurred as of the date of termination.
- 11.2 If the Project is suspended by the City for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed provided that the services required of the Architect hereunder cannot be substantially completed in accordance with the latest approved schedule described in Exhibit A and subparagraph 1.1.3, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. Such compensation shall be computed on the basis of the Architect's usual and customary hourly rates for time productively devoted to the Project by Architect's principals and technical personnel in accordance with paragraph 7.2.1, or as otherwise agreed by the parties.
- 11.3 This Agreement may be terminated by the City upon not less than ten (10) days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, either party may terminate this Agreement by giving written notice to the other party. In the event of such a termination, the Architect shall be entitled to receive compensation for that portion of his fee then earned and all substantiated Reimbursable Expenses incurred as of the date of termination.
- 11.4 Persistent failure of the City to make payments to the Architect for services and expenses properly performed in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 11.5 If the City persistently fails to make payment when due for services and expenses properly performed, the Architect may, upon ten (10) days' written notice to the City, suspend performance of services under this Agreement unless there is a dispute as specified in Section 10.1. Unless payment in full for

services and expenses properly performed is received by the Architect within ten (10) days' of the date of the notice, the suspension shall take effect without further notice. In the event of such a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services.

- 11.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, together with all substantiated Reimbursable Expenses incurred as of the date of termination.

## **ARTICLE 12**

### **Miscellaneous Provisions**

- 12.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Ohio.
- 12.2 Terms in this Agreement shall have the same meaning as those in General Conditions of the Contract Documents, provided that if it is not therein defined, such a word, term or phrase shall be read in context and construed according to the rules of grammar and common usage or acquired technical meaning.
- 12.3 The City and Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither City nor Architect shall assign, transfer, convey, pledge or otherwise dispose of its interest in this Agreement without the prior written consent of the other, and the Architect shall not assign any moneys due under this Agreement without the City's prior written consent.
- 12.4 This Agreement represents the entire and integrated agreement between the City and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Architect and City through its Mayor and, when required by law, the Council.
- 12.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Architect.
- 12.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form currently located at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, provided, however, the Architect shall report to the City the presence and location of any hazardous material of which the Architect has notice.

- 12.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project, in a form within the discretion of the City.
- 12.8 Time shall be of the essence in the performance of this Agreement.
- 12.9 Except with the City's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- 12.10 Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
- 12.11 Architect agrees to comply with all applicable federal, state and county laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee, applicant for employment, or potential purchaser because of age, race, color, religion, creed, gender, national origin, disability, or sexual preference.
- 12.12 Architect covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement. No person having such interest shall be employed by it.
- 12.13 The Architect affirms that Architect has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of its partners, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide architectural services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purposes of this Agreement.
- 12.14 It is expressly understood and agreed that during the term of this Agreement, Architect shall be engaged in the provision of services as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Architect's officers, employees, agents, contractors and representatives are acting solely and exclusively under the direction and control of Architect. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Architect, its officers, employees, agents, contractors or representatives.

- 12.15 Nothing contained herein shall make, or be deemed to make, the City and Architect a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.
- 12.16 This Agreement shall not become effective or binding upon the City unless and until the City Council shall have authorized the Mayor to execute the same; and the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certificate of funds shall be issued to Architect by the City before Architect will proceed with the work.
- 12.17 Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.
- 12.18 Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.
- 12.19 The paragraph headings contained herein are only for convenience and reference, and are not intended to be a part of this Agreement or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

**THIS AGREEMENT** is entered into as of the day and year first above written.

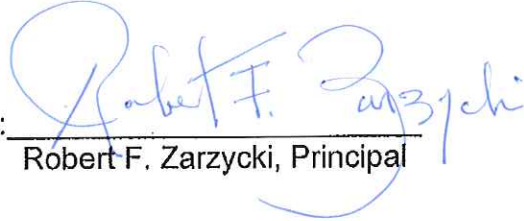
**"CITY"**

**"ARCHITECT"**

**CITY OF STRONGSVILLE**

**ZARZYCKI-MALIK ARCHITECTS, INC.**

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

By:   
Robert F. Zarzycki, Principal

**CERTIFICATION OF FUNDS**

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Law Director



## EXHIBIT A

### SCOPE OF SERVICES

Engineering services are offered primarily in the mechanical and electrical disciplines for commercial, institutional, industrial and residential structures.

Mechanical services include the design and preparation of working drawings for the following systems:

1. Plumbing systems
2. Heating systems
3. Air conditioning systems
4. Ventilation, exhaust and make-up air systems
5. Control systems

Electrical services include the design and preparation of working drawings for the following systems:

1. Power distribution systems
2. Lighting and lighting control systems
3. Communication and sound systems
4. Fire detection and alarm systems

Additional consultation and system analysis services include the following as "Additional Services":

1. Feasibility and cost analyses for proposed projects of all types
2. Analysis and studies of existing facilities
3. Fuel and energy analysis
4. Energy conservation and recovery analysis
5. Operating cost analysis and comparative fuel studies
6. Fire protection system study and analysis
7. Optimization of operation of mechanical and electrical systems
8. Comparative system analysis
9. Construction observation

## EXHIBIT A-1

The overall renovation and scope of services shall include but not be limited to:

- Re-design of the existing restrooms, dorms and locker rooms areas to make usable and accessible for male and female officers. Scope of work includes the construction of walls, separate doors for ingress and egress, and all finishing work including paint, ceilings, floor covering, electrical, lighting, HVAC, etc.
- Re-design and upgrade of the facilities HVAC system for the offices, dormitory, locker rooms, dining area, kitchen and mechanical room. Remove and replace existing HVAC system. Provide new system designed for the revised use of the space. Scope of work includes boilers, pumps, air handling units, condensing units, hot water tank, fan coil units, exhaust fans, valves, piping and insulation. If existing components can be reused, provide service and an evaluation of those components to ensure their reliability.  
New HVAC system should include zone controls for individual space temperature control, and a connected Building Automation System (BAS). BAS shall be web based and allow for the communication of alarms, provide for weekly scheduling and set point adjustments. System shall include graphics of floor plans and mechanical system, and not require any proprietary software to view or make changes outside of a web browser. Access to system shall be unique to user IDs with authorized passwords. Provide point list and product data for proposed system with RFPQ response.  
Check all valves and hydronic piping for all mechanical systems, including air handling units, fan coil units, and baseboard radiation. Replace any piping or valves as needed. Reinsulate piping as needed.  
Clean and reinsulate any ductwork that will be reused as needed.
- Re-design and upgrade of the attic insulation over the offices, dormitory, locker rooms, dining area, kitchen and mechanical room. The redesign shall be in compliance with current energy code requirements, improve the efficiency of the HVAC equipment and eliminate ice damming in winter months. Design for the proper ventilation of the entire attic space over same space.
- Remove existing upper east facing windows in the apparatus bays and replace with appropriate glazing and frames or glass block. Replace all other remaining windows of entire facility with appropriate style to match existing.
- Replace existing asphalt shingles for the entire facility, replace rotted or damaged sub-structure and replace with appropriate roofing product.
- Design for the replacement of existing generator and all associated electrical gear.
- Specifications for the replacement of existing light pole and fixture at front entrance along Albion Road.
- Hazardous Material Survey

**ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY**

**DECLARATIONS**

THIS IS A "CLAIMS-MADE" POLICY. LIMITS AVAILABLE TO PAY DAMAGES WILL BE REDUCED BY THE CLAIM EXPENSES INCURRED, PLEASE READ YOUR POLICY CAREFULLY.

**Colonial Specialty Insurance Company**

720 Stony Point Parkway

Richmond, VA 23235

Named Insured:

Zarzycki-Mallk Architects, Inc.

Policy Number: IAE11655 05

Address of Named Insured:

500 Pearl Road

Littleburg Heights OH 44130

Renewal of IAE11655-04

Policy Period: From: 01/27/2015 To: 01/27/2016  
(12:01 a.m. Standard Time at the Address of the Named Insured)

Effective Date: January 1, 1978

Additional Insureds:

Wuzsa Zarzycki Architects, Inc.;

Zarzycki Architects, Inc.;

Zarzycki Malik Architects, Inc.

Professional Services:

Those services that any insured is legally qualified to perform for others in the insured's capacity as an architect, engineer, land surveyor, landscape architect, construction manager, scientist, technical consultant, interior designer, land planner, or golf course designer.

Amount of Liability

Each Claim \$1,000,000

Aggregate \$2,000,000

Sublimit

Each Claim \$5,000

Aggregate Not Applicable

Annual Premium \$10,662

Conditions and Endorsements:

0708-Ohio Cancellation & Nonrenewal Provisions

1-0104-OFAC Advisory Notice

07-0708-First Dollar Defense Endorsement

Privacy Notice-0213-Privacy Notice

0414-CONDITIONAL EXCLUSION OF TERRORISM

01C-1013-Signature Page

001-0708-Architects And Engineers Professional Liability Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pro Risk Solutions, Inc. 6172 Schaffers Run Dr. Hamilton OH 45011		<b>CONTACT NAME:</b> Pam Barovian <b>PHONE (A/C No. Ext):</b> (513) 334-5222 <b>FAX (A/C. No):</b> (888) 507-0930 <b>E-MAIL ADDRESS:</b> pbarovian@proriskinc.com	
<b>INSURED</b> Zarzycki-Malik Architects, Inc. 7500 Pearl Road Middleburg Hts OH 44130		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Foremost Signature Insurance Co. <b>INSURER B:</b> Colony Specialty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1572700163                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PAS41387581	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PAS41387581	10/18/2014	10/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$		PAS41387581	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PAS41387581 OHIO STOP GAP LIABILITY	10/18/2014	10/18/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY		IAE1165505	1/27/2015	1/27/2016	EACH CLAIM LIMIT 1,000,000 AGGREGATE LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 105, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Bernard Barovian/PAM

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NON-COLLUSION AFFIDAVIT

STATE OF Ohio )  
 ) SS:  
COUNTY Cuyahoga )

James A. Malik, being first duly sworn, deposes and says that

he/she is Vice President of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

James A. Malik  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS  
12<sup>th</sup> day of October, 2015.

[Signature] 0672609  
Notary Public Commission does not expire









STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio )  
 ) SS:  
COUNTY Cuyahoga )

James A. Malik, being first duly sworn, deposes and says:

**INDIVIDUAL ONLY:** That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY:** That he/she is the duly-authorized representative of a \_\_\_\_\_ (general/limited) partnership or limited liability company which is doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company-members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATION ONLY:** That he/she is the duly-authorized Vice President of Z/M Architects, a corporation organized and existing under the laws of the State of Ohio or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

Robert Zarzycki                      50% Owner  
7270 W. Baldwin Reserve Drive  
Middleburg Heights, Ohio 44130  
James A. Malik                      50% Owner  
10187 Eureka Parkway  
Parma Heights, Ohio 44130

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President:                      Robert Zarzycki

Directors:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

Vice President:                      James A. Malik

Secretary:                      Sharon Zarzycki

Treasurer:                      Sharon Zarzycki

Manager/Agent                      \_\_\_\_\_

Attorneys:                      Dennis Mille, Esq.  
   \_\_\_\_\_  
   \_\_\_\_\_



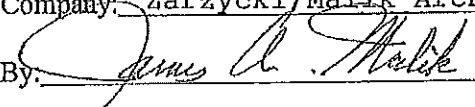
**CITY OF STRONGSVILLE**  
**EQUAL OPPORTUNITY REQUIREMENTS**  
for  
**SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: Zarzycki/Malik Architects, Inc.

By: 

Date: October 12, 2015



CERTIFICATE OF LIABILITY INSURANCE

JAN 26 2016

DATE (MM/DD/YYYY)  
1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro Risk Solutions, Inc. 6172 Schaffers Run Dr.  Hamilton OH 45011		CONTACT NAME: Pam Barovian PHONE (A/C, No, Ext): (513) 334-5222 E-MAIL ADDRESS: pbarovian@proriskinc.com FAX (A/C, No): (888) 507-0930	
INSURED Zarzycki-Malik Architects, Inc. 7500 Pearl Road  Middleburg Hts OH 44130		INSURER(S) AFFORDING COVERAGE INSURER A: Foremost Signature Insurance INSURER B: Colony Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1612600189 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAS41387581	10/18/2015	10/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PAS41387581	10/18/2015	10/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PAS41387581	10/18/2015	10/18/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	PAS41387581 OHIO STOP GAP LIABILITY	10/18/2015	10/18/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY			IAE1165506	1/27/2016	1/27/2017	PER CLAIM LIMIT 1,000,000 AGGREGATE LIMIT 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Fire Station No. 3 - Renovation & Upgrade Agreement

CERTIFICATE HOLDER (440) 580-3145 (440) 846-1639 (fax)  City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Bernard Barovian/PAM
--	---

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 015

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS USED AND OBSOLETE FIRE DEPARTMENT MOTOROLA HAND-HELD RADIOS, CHARGERS AND RELATED EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, THROUGH DONATION AND TRANSFER TO THE SOUTHWEST EMERGENCY RESPONSE TEAM, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville has some twenty-seven (27) used Fire Department Motorola hand-held radios, chargers and related equipment, as reflected on the attached list marked as Exhibit A, which are no longer needed for any municipal purpose due to obsolescence; and

WHEREAS, the Southwest Emergency Response Team (SERT), of which the City of Strongsville is part, is in immediate need for safety purposes of such radios and equipment to enhance its communication requirements, as per the attached letter marked as Exhibit B; and

WHEREAS, any possible salvage or auction value of these radios and equipment in all likelihood would be de minimis; and

WHEREAS, the radios and equipment were originally purchased some ten (10) years ago through a FEMA Grant; and pursuant to an e-mail from FEMA attached hereto as Exhibit C, the agency now indicates that the City is free to dispose of such equipment; and

WHEREAS, it would be in the best interest of the City to donate the radios and equipment to another public agency for their public safety use, and as recommended by the City's Fire Chief and Director of Public Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council finds that the City of Strongsville, through its Fire Department, has some twenty-seven (27) used Fire Department Motorola hand-held radios, chargers and related equipment, which are surplus, used, obsolete, and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such radios and equipment by donation and transfer to another agency in lieu of auction or salvage.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 015**  
**Page 2**

**Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance, with the assistance of the Fire Chief, be and is hereby authorized to dispose of such obsolete radios and equipment through donation and transfer in lieu of scrap, and to perform all acts required in furtherance thereof.

**Section 3.** That accordingly, the Mayor, Director of Finance and Fire Chief are hereby authorized and directed to implement the terms and conditions for donation and transfer of the subject radios and related equipment to the Southwest Emergency Response Team, in a form to be approved by the Law Director.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the disposal of such obsolete and surplus radios and related equipment is necessary in order provide needed storage space for the Fire Department, to assist another public agency for safety purposes, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-015 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

MOTOROLA FIRE RADIOS (\* DENOTES GIVEN TO FIRE/SERT)

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER
H18UCH9PW7AN	721CGH4350*		
H18UCF9PW6AN	721CGH2463*		
H18UCF9PW6AN	721CGH2464*		
H18UCH9PW7AN	721CGH4341*		
H18UCH9PW7AN	721CGH4342*		
H18UCF9PW6AN	721CGH2467*		
H18UCF9PW6AN	721CGH2468*		
H18UCF9PW6AN	721CGH2470*		
H18UCF9PW6AN	721CGH2471*		
H18UCF9PW6AN	721CGH2472*		
H18UCF9PW6AN	721CGH2473*		
H18UCF9PW6AN	721CGH2474*		
H18UCF9PW6AN	721CGH2477*		
H18UCF9PW6AN	721CGH2478*		
H18UCF9PW6AN	721CGH2480*		
H18UCF9PW6AN	721CGH2482*	VEHICLE CHARGER	
H18UCF9PW6AN	721CGH2497*	MODEL	SERIAL NUMBER
H18UCF9PW6AN	721CGH2498*	NTN9176C	620CGF0259*
H18UCF9PW6AN	721CGH2484*	NTN9176C	MISSING*
H18UCF9PW6AN	721CGH2485*	NTN9176C	620CGF0248*
H18UCF9PW6AN	721CGH2486*		
H18UCF9PW6AN	721CGH2487*	MOBILE RADIO	
H18UCF9PW6AN	721CGH2488*	MODEL	SERIAL NUMBER
H18UCF9PW6AN	721CGH2489*	M20URS9PW1AN	500CJT1012*
H18UCF9PW6AN	721CGH2493*		
H18UCF9PW6AN	721CGH2494*	BANK CHARGERS	
H18UCF9PW6AN	721CGH2496*	MODEL	SERIAL NUMBER
		WPLN4127AR	NONE
		(5 UNITS)	*

EXHIBIT A



RECEIVED  
JAN 20 2016  
LAW DEPARTMENT  
CITY OF STRONGSVILLE



January 14, 2016

Charles W. Goss  
Safety Director  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

Dear Director Goss:

On behalf of the Southwest Emergency Response Team, I seek your assistance to address the current communications shortcomings of SERT.

As you may be aware, the SERT teams (Hazmat, Technical Rescue, and Fire Investigation Unit) have had serious challenges with their current antiquated radio equipment and are in urgent need of more reliable and capable communications equipment. To that end, several communities have been able to donate their now surplus Motorola XTS5000 800mhz radios that were used as part of the former SWRCN system before the migration to the new radios and the Cleveland Radio system. While some communities could not contribute to this effort because their 'old' radios had already been repurposed to other COG entities, SERT has, to date, received donations from Olmsted Twp, Parma Heights, and Region 2 USAR for a total of more than 50 portable radios and associated accessories.

It would be most beneficial and appreciated if the City of Strongsville would consider reallocating some of this same retired equipment for use by SERT. Post donation SERT is intending to fully update and support these radios in their new role, and there will be no expense charged to the City of Strongsville. In short, these radios will fill the gap of providing more reliable Command and Control communications as well as operational interoperability with many state and regional hazmat and technical rescue teams. Your generous contribution will improve operational success and improve the safety of first responders and the public.

EXHIBIT B

Please do not hesitate to contact me with any questions. Thank you for your consideration.

Chief Robert Chegan, Chairman

A handwritten signature in black ink, appearing to read "Robert Chegan". The signature is written in a cursive, slightly slanted style.

Southwest Emergency Response Team

*Berea, Brecksville, Broadview Heights, Brook Park, Brooklyn, Brooklyn Heights, Brunswick, Cuyahoga Heights, Independence, Middleburg Heights, Newburg Heights, North Royalton, Olmsted Falls, Olmsted Township, Parma, Parma Heights, Seven Hills, Strongsville, Valley View, Cleveland Metroparks, Northeast Ohio Regional Sewer District*

Cc Chief Jack Draves

## Jack Draves

---

**From:** Hanson, Victoria <Victoria.Hanson@fema.dhs.gov>  
**Sent:** Wednesday, January 13, 2016 10:00 AM  
**To:** Jack Draves  
**Subject:** PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND  
AUDIT REQUIREMENTS FOR FEDERAL AWARDS  
**Attachments:** 2CFR200 Part 200. 313 equipment disposition.pdf

The definition of the disposition of equipment funded by Federal Grants can be located at this address.  
It is an electronic version of the Federal Code of Regulations.

[http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200\\_1313](http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1313)

I have also attached a copy of the page.

You are allowed to dispose of the equipment because the value of the radios is less than \$5000.00

If you have any other questions let me know.

Thanks,  
Vikki



Vikki Hanson  
Fire Program Specialist  
DHS/FEMA Region V  
536 S. Clark Street, 6th Floor  
Chicago, IL 60605  
312-408-5327 (Office)  
312-961-1827 (Cell)  
Victoria.hanson@fema.dhs.gov  
[www.fema.gov/firegrants](http://www.fema.gov/firegrants)

**EXHIBIT C**

**§200.313 Equipment.**

See also §200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

**BILL OF SALE FOR  
CONVEYANCE OF EQUIPMENT, MATERIALS AND SUPPLIES**

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

\_\_\_\_\_, the grantor, for the consideration of \_\_\_\_\_ and \_\_\_/100 Dollar (\$\_\_\_\_\_.\_\_) paid by the **CITY OF STRONGSVILLE**, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the said grantee the following described equipment, materials, and supplies:

[insert description of equipment, materials, and supplies]

And the said grantor hereby covenants to and with the said grantee, its successors and assigns, that said grantor is the lawful owner of the above-described equipment, materials, and supplies; that the same are free from all encumbrances or title infirmities whatsoever, and that grantor has good right to sell and convey the same as aforesaid, and that said grantor will warrant and defend the same against all lawful claims and demands whatsoever.

Signed in the presence of:

SUPPLIER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 016

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2016 and 2017; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such purchases.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the bid submitted by **MACK CONCRETE, INC.** for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2016 and 2017, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected. Any informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase and delivery of ready mix concrete for use by the Service Department of the City during the two-year period of 2016 and 2017, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$350,300.00 annually for each year of the contract, and except for certain other related costs which will be imposed at bid unit prices and in addition thereto, if applicable (extra stop charge; less than load charge; and winter operation charge).

**Section 3.** That the funds necessary for the purpose of such contract have been appropriated for the year 2016, and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Service Department, and to ensure safe roads. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-016 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 –     017

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised for bids for the purchase of vehicle and equipment tires and related tire services for 2016, for use by the City's Service Department; and

WHEREAS, one bid was received which reflects competitive pricing from a reputable, experienced vendor; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such equipment and services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the bid submitted by **SYLVESTER TRUCK & TIRE SERVICE, INC.**, for the purchase of vehicle and equipment tires and related tire services, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. No other bids for this contract were received.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$137,142.32, for the purchase of vehicle and equipment tires and related tire services to be used by the Service Department of the City of Strongsville in 2016, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and the Sanitary Sewer Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into a contract for purchases of various tires and related tire services to provide for the safe operation and maintenance of vehicles in the City's Department of Public Service, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-017 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Printed on Recycled Paper

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 018

By: Mr. Carbone

**AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-022 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH CINTAS CORPORATION FOR UNIFORM RENTAL SERVICE USED BY THE SERVICE DEPARTMENT OF THE CITY, AUTHORIZING AND APPROVING PAYMENT OF ADDITIONAL INVOICES; AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-022 after public bidding, the Council approved and authorized the Mayor to enter into a contract with Cintas Corporation for uniform rental service for the period of February 1, 2014 through December 31, 2015, but in a total amount not to exceed \$16,861.00 annually; and

WHEREAS, since then, the Service Department has employed three (3) additional full-time employees in 2015 not accounted for under the original contract, and as a result it became necessary to rent additional uniforms; and

WHEREAS, the City's Service Director, therefore, has now recommended that it is necessary to amend the contract with Cintas Corporation and to increase the not-to-exceed amount for 2015 in the authorizing Ordinance due to such additional unanticipated circumstances, in the amount of \$773.96, as more fully set forth in the invoices attached hereto as Exhibits A and B.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That Section 2 of Ordinance No. 2014-022 is hereby amended to read in its entirety as follows:

**“Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for uniform rental service for a period commencing February 1, 2014 and ending December 31, 2015 for use by the City's Service Department in accordance with the specifications on file in the office of the Director of Public Service, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$16,861.00 ~~annually for 2014 and~~ **\$17,634.96 for 2015**, except for replacement costs which will be imposed at bid unit prices and in addition thereto, if applicable.”

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 018**  
**Page 2**

**Section 2.** That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment to the contract with **CINTAS CORPORATION** for uniform rental service, in order to increase the not-to-exceed amount, but at the same unit prices, from \$16,861.00 to \$17,634.96 for 2015; and to remit payment for the two (2) invoices attached hereto as Exhibits A and B in the total amount of \$773.96.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance and contract in order to provide sufficient funds for payment of invoices for additional uniform rentals, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-018 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION #011  
PO BOX 630910  
CINCINNATI, OH 45263-0910  
440-238-5565

*04/16/19-5304*  
*John Burt*  
*12/18/15*

SHIP TO: CITY OF STRONGSVILLE  
16099 FOLIZ PRVY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149-5501

BILL TO: CITY OF STRONGSVILLE  
16099 FOLIZ IND. PRVY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44136

INVOICE NO. 011650515  
INVOICE DATE 12/21/15  
CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE 10252 10252 2 H110000

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO. TERMS  
011 11 1 10252 DUE 1/10/16  
EVEN BILLING

CONTACT: BRI TIMKH/ELAINE barnhart  
440-580-3174 TAX CODE TAX EXEMPT PAGE 1

LINE NO.	SUPL	MIN CHG.	C O	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T X
1					CRT BLUE	IF	2991	20	20	2.626	52.52	N
2					CRT CABINET	IF	2995	10	10			N
3					LOCKER & COMP HANGER	IF	8000	8	8			N
4					LAUNDRY LOCK UP	IF	8884	1	1			N
5					QUILTED VEST		175	3VT	1VT		.43	N
6					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
7					COTTON WORK PANTS		340	11PT	5PT		3.00	N
8					COVERALL		912	2CV	1CV		.63	N
9					HIP LENGTH JKT		970	3JK	1JK		.63	N
10					AL POCIELLO				SUBTOTAL		7.17	N
11					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
12					COTTON WORK PANTS		340	11PT	5PT		3.00	N
13					COVERALL		912	2CV	1CV		.63	N
14					HIP LENGTH JKT		970	3JK	1JK		.63	N
15					CHUCK MCCLEARY				SUBTOTAL		6.74	N
16					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
17					COTTON WORK PANTS		340	11PT	5PT		3.00	N
18					COVERALL		912	2CV	1CV		.63	N
19					HIP LENGTH JKT		970	3JK	1JK		.63	N
20					CHUCK SANTORD				SUBTOTAL		6.74	N
21					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
22					COTTON WORK PANTS		340	11PT	5PT		3.00	N
23					COVERALL		912	2CV	1CV		.63	N
24					HIP LENGTH JKT		970	3JK	1JK		.63	N
25					RYAN VANDENSCHN				SUBTOTAL		6.74	N
26					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
27					COTTON WORK PANTS		340	11PT	5PT		3.00	N
28					COVERALL		912	2CV	1CV		.63	N
29					HIP LENGTH JKT		970	3JK	1JK		.63	N
30					ANDREW SCHAF				SUBTOTAL		6.74	N
31					COTTON WORK SHIRT	IF	330	13SH		.225	2.93	N
32					COTTON WORK PANTS		340	13PT	6PT		3.60	N
33					COVERALL		912	3CV	1CV		.63	N
34					HIP LENGTH JKT		970	3JK	1JK		.63	N
35					MURT WISE				SUBTOTAL		7.16	N
36					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
37					COTTON WORK PANTS		340	11PT	5PT		3.00	N
38					COVERALL		912	2CV	1CV		.63	N
39					HIP LENGTH JKT		970	3JK	1JK		.63	N
40					PAUL BOMERS				SUBTOTAL		6.74	N
41					COTTON WORK SHIRT	IF	330	13SH		.225	2.93	N
42					COTTON WORK PANTS		340	13PT	6PT		3.60	N
43					COVERALL		912	3CV	1CV		.63	N
44					HIP LENGTH JKT		970	3JK	1JK		.63	N
45					KYLE BERNIS				SUBTOTAL		7.16	N
46					QUILTED VEST		175	3VT	1VT		.43	N
47					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
48					COTTON WORK PANTS		340	11PT	5PT		3.00	N
49					COVERALL		912	2CV	1CV		.63	N
50					HIP LENGTH JKT		970	3JK	1JK		.63	N
51					JOHN LOND				SUBTOTAL		7.17	N
52					COTTON WORK SHIRT	IF	330	13SH		.225	2.93	N
53					COTTON WORK PANTS		340	13PT	6PT		3.60	N
54					COVERALL		912	3CV	1CV		.63	N
55					HIP LENGTH JKT		970	3JK	1JK		.63	N
56					ROGER BLUM				SUBTOTAL		10.31	N
57					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
58					COTTON WORK PANTS		340	11PT	5PT		3.00	N
59					COVERALL		912	2CV	1CV		.63	N
60					HIP LENGTH JKT		970	3JK	1JK		.63	N
61					SCOTT COCHRAN				SUBTOTAL		6.11	N
62					QUILTED VEST		175	3VT	1VT		.43	N
63					COTTON WORK SHIRT	IF	330	11SH		.225	2.48	N
64					COTTON WORK PANTS		340	11PT	5PT		3.00	N

EX. A



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION #011
PO BOX 630910
CINCINNATI, OH 45263-0910
440-238-5565

SHIP TO: CITY OF STRONGSVILLE
16099 FULTZ PKWY
SERVICE DEPARTMENT
STRONGSVILLE, OH 44149-5501

INVOICE NO.

011650515

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE SOIL TKT CNT
10252 10252 2 4110000 R

INVOICE DATE
12/21/15

BILL TO: CITY OF STRONGSVILLE
16099 FULTZ IND. PKWY.
SERVICE DEPARTMENT
STRONGSVILLE, OH 44136

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO.
011 11 1 10252

TERMS
DUE 1/10/16
EVEN BILLING

CONTACT: BRI TINKU/ELAINE barahart
440-580-3174

TAX CODE
TAX EXEMPT

PAGE 2

Table with columns: LINE NO., SHIRT, MIN CHG., C O, BB, ITEM DESCRIPTION OR EMPLOYEE NAME, EMP. NO., ITEM NO., QUANTITY INVENTORY, QUANTITY INVOICED, PRICE, INVOICE AMOUNT, T X. Rows include items like COVERALL, LIP LENGTH JKT, COTTON WORK SHIRT, COTTON WORK PANTS, QUILTED VEST, etc., for various employees.



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION 0011
PO BOX 630910
CINCINNATI, OH 45263-0910
440-238-5565

SHIP TO: CITY OF STRONGSVILLE
16099 FOLIZ PKWY
SERVICE DEPARTMENT
STRONGSVILLE, OH 44149-5501

INVOICE NO.

011650515

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE SOIL TKT CNT
10252 10252 2 H110000 R

INVOICE DATE
12/21/15

BILL TO: CITY OF STRONGSVILLE
16099 FOLIZ IND. PKWY.
SERVICE DEPARTMENT
STRONGSVILLE, OH 44136

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO.
011 11 1 10252

TERMS

DUE 1/10/16
EVEN BILLING

CONTACT: BRI TINKH/ELAINE barnhart
440-500-3174

TAX CODE
TAX EXEMPT

PAGE 3

Table with columns: LINE NO., SUBL, MIN CHG, C O, BB, ITEM DESCRIPTION OR EMPLOYEE NAME, EMP. NO., ITEM NO., QUANTITY INVENTORY, QUANTITY INVOICED, PRICE, INVOICE AMOUNT, T X. Rows 97-145.



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION 8011  
PO BOX 630910  
CINCINNATI, OH 45263-0910  
440-238-5565

SHIP TO: CITY OF STRONGSVILLE  
16099 FULTZ PKWY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149-5501

INVOICE NO. 011650515  
INVOICE DATE 12/21/15

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE SOIL TKT CNT  
10252 10252 2 W110000 R

BILL TO: CITY OF STRONGSVILLE  
16099 FULTZ INB. PKWY.  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44136

LOC . ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO. TERMS  
011 11 1 10252 R  
DUE 1/10/16  
EVEN BILLING

CONTACT: BRT YINKO/ELAINE barabart  
440-580-3174 TAX CODE TAX EXEMPT PAGE 4

LINE NO.	SOIL CHG	MIN CHG.	C O	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T X
146					COTTON WORK PANTS	80	340	13PT	6PT		3.60	N
147					11P LENGTH JKT	80	970	3JK	1JK		.63	N
					TOD CAMPBELL	80			SUBTOTAL		7.59	N
148					QUILTED VEST	82	175	3UT	1VT		.43	N
149				IF	COTTON WORK SHIRT	82	330	11SH		.225	2.93	N
150					COTTON WORK PANTS	82	340	13PT	6PT		3.60	N
151					11P LENGTH JKT	82	970	3JK	1JK		.63	N
					ROGER HOLMAN	82			SUBTOTAL		7.59	N
152					QUILTED VEST	83	175	3UT	1VT		.43	N
153				IF	COTTON WORK SHIRT	83	330	11SH		.225	2.48	N
154					COTTON WORK PANTS	83	340	11PT	5PT		3.00	N
155					11P LENGTH JKT	83	970	3JK	1JK		.63	N
					RUB LAKOYA	83			SUBTOTAL		6.54	N
156					QUILTED VEST	84	175	3UT	1VT		.43	N
157				IF	COTTON WORK SHIRT	84	330	11SH		.225	2.48	N
158					COTTON WORK PANTS	84	340	11PT	5PT		3.00	N
159					11P LENGTH JKT	84	970	3JK	1JK		.63	N
					BEANIE DORAN	84			SUBTOTAL		6.54	N
160					QUILTED VEST	86	175	3UT	1VT		.43	N
161				IF	COTTON WORK SHIRT	86	330	11SH		.225	2.48	N
162					COTTON WORK PANTS	86	340	11PT	5PT		3.00	N
163					11P LENGTH JKT	86	970	3JK	1JK		.63	N
					VITO CINQUEPALM	86			SUBTOTAL		6.54	N
164				IF	COTTON WORK SHIRT	88	330	11SH		.225	2.48	N
165					COTTON WORK PANTS	88	340	11PT	5PT		3.00	N
166					11P LENGTH JKT	88	970	3JK	1JK		.63	N
					JOE TAREN	88			SUBTOTAL		6.11	N
167					QUILTED VEST	89	175	3UT	1VT		.43	N
168				IF	COTTON WORK SHIRT	89	330	11SH		.225	2.48	N
169					COTTON WORK PANTS	89	340	11PT	5PT		3.00	N
170					COVERALL	89	912	3CV	1CV		.63	N
171					11P LENGTH JKT	89	970	3JK	1JK		.63	N
					RUB SESTITO	89			SUBTOTAL		7.17	N
172					QUILTED VEST	90	175	3UT	1VT		.43	N
173				IF	COTTON WORK SHIRT	90	330	11SH		.225	2.48	N
174					COTTON WORK PANTS	90	340	11PT	5PT		3.00	N
175					11P LENGTH JKT	90	970	3JK	1JK		.63	N
					MIKE DALACHONSK	90			SUBTOTAL		6.54	N
176					QUILTED VEST	100	175	3UT	1VT		.43	N
177				IF	COTTON WORK SHIRT	100	330	11SH		.225	2.48	N
178					11P LENGTH JKT	100	970	3JK	1JK		.63	N
					SARA LEARY	100			SUBTOTAL		3.54	N
179					CARGO PANT	106	270	11PT	5PT		3.15	N
					DAVE KREIDLER	106			SUBTOTAL		3.15	N
180					CARGO PANT	108	270	11PT	5PT		3.15	N
					RAYMOND FAGONE	108			SUBTOTAL		3.15	N
181					CARGO PANT	109	270	11PT	5PT		3.15	N
					RAY JARRETT	109			SUBTOTAL		3.15	N
									INVOICE TOTAL		369.60	

RECEIVED

DEC 18 2015

CITY OF STRONGSVILLE  
SERVICE DEPARTMENT

BILLING MASTER PAST DUE OCTOBER: 11.50 SEPTEMBER: .00 AUGUST: .00

REVIEWED BY

SIGNATURE

INVOICE # 011650515

FINAL TOTAL

369.60





ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION 0011  
PO BOX 630910  
CINCINNATI, OH 45263-0910  
440-238-5565

2025025  
046419-5304  
Chas Bull 11/30/15

SHIP TO: CITY OF STRONGSVILLE  
16099 FOLTZ PRVY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149-5501

BILL TO: CITY OF STRONGSVILLE  
16099 FOLTZ IND. PRVY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149

INVOICE NO. 011654963  
INVOICE DATE 12/28/15  
CONTRACT NO. ACCOUNT NO. STOP SERVICE DELIVERY CODE 1110000  
10252 10252 2

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO. TERMS  
011 11 1 10252 EVEN BILLING  
DUE 1/10/16

CONTACT: DRI TIMBU/ELAINE barahart  
440-580-3174 TAX EXEMPT

PAGE 1

LINE NO.	SYL. CHG.	MIN. CHG.	C O	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T X
1					001 BLUE	UF	2991	20	20	2.625	52.52	N
2					001 CABINET	UF	2995	10	10			N
3					LOCKER & COMP HANGER	UF	8000	10	10			N
4					LAUNDRY LOCK UP	UF	8004	1	1			N
5					QUILTED VEST		175	1VT	1VT		43	N
6					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
7					COTTON WORK PANTS		340	11PT	5PT		3.00	N
8					COVERALL		912	2CV	1CV		.63	N
9					11P LENGTH JKT		970	3JK	1JK		.63	N
10					AL POCILLO				SUBTOTAL		7.17	N
11					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
12					COTTON WORK PANTS		340	11PT	5PT		3.00	N
13					COVERALL		912	2CV	1CV		.63	N
14					11P LENGTH JKT		970	3JK	1JK		.63	N
15					CHUCK MCCLEARY				SUBTOTAL		6.74	N
16					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
17					COTTON WORK PANTS		340	11PT	5PT		3.00	N
18					COVERALL		912	2CV	1CV		.63	N
19					11P LENGTH JKT		970	3JK	1JK		.63	N
20					CHUCK SANTWED				SUBTOTAL		6.74	N
21					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
22					COTTON WORK PANTS		340	11PT	5PT		3.00	N
23					COVERALL		912	2CV	1CV		.63	N
24					11P LENGTH JKT		970	3JK	1JK		.63	N
25					RYAN VANDERSCHER				SUBTOTAL		6.74	N
26					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
27					COTTON WORK PANTS		340	11PT	5PT		3.00	N
28					COVERALL		912	2CV	1CV		.63	N
29					11P LENGTH JKT		970	3JK	1JK		.63	N
30					BURT GISE				SUBTOTAL		7.17	N
31					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
32					COTTON WORK PANTS		340	11PT	5PT		3.00	N
33					COVERALL		912	2CV	1CV		.63	N
34					11P LENGTH JKT		970	3JK	1JK		.63	N
35					PAUL CONERS				SUBTOTAL		6.74	N
36					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
37					COTTON WORK PANTS		340	11PT	5PT		3.00	N
38					COVERALL		912	2CV	1CV		.63	N
39					11P LENGTH JKT		970	3JK	1JK		.63	N
40					JOHN LORD				SUBTOTAL		7.17	N
41					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
42					COTTON WORK PANTS		340	11PT	5PT		3.00	N
43					COVERALL		912	2CV	1CV		.63	N
44					11P LENGTH JKT		970	3JK	1JK		.63	N
45					ROGER BLON				SUBTOTAL		10.31	N
46					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
47					COTTON WORK PANTS		340	11PT	5PT		3.00	N
48					COVERALL		912	2CV	1CV		.63	N
49					11P LENGTH JKT		970	3JK	1JK		.63	N
50					SCOTT COCHRAN				SUBTOTAL		6.11	N
51					QUILTED VEST		175	1VT	1VT		43	N
52					COTTON WORK SHIRT	UF	330	11SH		.225	2.48	N
53					COTTON WORK PANTS		340	11PT	5PT		3.00	N

REVIEWED BY SIGNATURE INVOICE # 011654963 FINAL TOTAL \*\*\*\*\*

EX.B



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION #011
PO BOX 630910
CINCINNATI, OH 45263-0910
440-238-5565

SHIP TO: CITY OF STRONGSVILLE
16099 FOLIZ PKWY
SERVICE DEPARTMENT
STRONGSVILLE, OH 44149-5501

INVOICE NO.

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE
10252 10252 2 H110000 N

011654963
INVOICE DATE
12/28/15

BILL TO: CITY OF STRONGSVILLE
16099 FOLIZ IND. PKWY.
SERVICE DEPARTMENT
STRONGSVILLE, OH 44136

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO. TERMS
011 11 1 10252

DUE 1/10/16
EVEN BILLING

CONTACT: BRI TINKO/ELAINE
440-580-3174

TAX CODE
TAX EXEMPT

PAGE 2

Table with columns: LINE NO., EMP. NO., ITEM NO., QUANTITY INVENTORY, QUANTITY INVOICED, PRICE, INVOICE AMOUNT, T X. Rows include items like COVERALL, TEE LENGTH JKT, WAREUP CHARGE, COTTON WORK SHIRT, COTTON WORK PANTS, QUILTED VEST, LENER FOR 974, STYLISH/JOY, JOHN MONERY, JEREMIAN BURKE, TONY SCHERRIPA, ERASMUEL S., AL REUBEN, ROA WERTENLEY, KENNETH BONAC, JABIN ALLEN, DRUG JUNKS, STEVE LUCAS.



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION #011  
PO BOX 636910  
CINCINNATI, OH 45263-0910  
440-236-5565

SHIP TO: CITY OF STRONGSVILLE  
18099 FULTZ PKWY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149-5501

BILL TO: CITY OF STRONGSVILLE  
18099 FULTZ RD. PKWY.  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44136

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE S E FINI SOIC TKT CNT

10252 10252 2 H110000 R

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO. TERMS

011 11 1 10252

CONTACT: BRI YINKO/ELAINE Barshart  
440-580-3174

TAX CODE TAX EXEMPT

INVOICE NO.

011654963

INVOICE DATE 12/28/15

DUE 1/10/16  
EVEN BILLING

PAGE 3

LINE NO.	QUANTITY	MIN CHG.	C O	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T X
98					JOHN MITCHELL	55			SUBTOTAL		6.11	N
99					QUILTED VEST	59	175	30T	10T		.43	N
100				UF	COTTON WORK SHIRT	59	330	11SH		.225	2.48	N
101					COTTON WORK PANTS	58	340	11PT			3.00	N
					MERMA LINED JKT	58	677	3JK			.63	N
					HARK MCCOBBY	58			SUBTOTAL		6.54	N
102				UF	COTTON WORK SHIRT	62	330	11SH		.225	2.48	N
103					COTTON WORK PANTS	62	340	11PT			3.00	N
104					11P LENGTH JKT	62	970	3JK			.63	N
					KEITH HAVANETZ	62			SUBTOTAL		6.11	N
105					QUILTED VEST	65	175	30T	10T		.43	N
106				UF	COTTON WORK SHIRT	65	330	11SH		.225	2.48	N
107					COTTON WORK PANTS	65	340	11PT			3.00	N
108					11P LENGTH JKT	65	970	3JK			.63	N
					WILLIAM KEATON	65			SUBTOTAL		6.54	N
109					NEW CINTAS JEAN	67	394	11PT			3.15	N
					BRETT GIBARD	67			SUBTOTAL		3.15	N
110					QUILTED VEST	68	175	30T	10T		.43	N
111				UF	COTTON WORK SHIRT	68	330	11SH		.225	2.48	N
112					COTTON WORK PANTS	68	340	11PT			3.00	N
113					11P LENGTH JKT	68	970	3JK			.63	N
					MIKE GINTER	68			SUBTOTAL		6.54	N
114					QUILTED VEST	72	175	30T	10T		.43	N
115				UF	COTTON WORK SHIRT	72	330	11SH		.225	2.48	N
116					COTTON WORK PANTS	72	340	11PT			3.00	N
117					11P LENGTH JKT	72	970	3JK			.63	N
					CHUCK BORDS	72			SUBTOTAL		6.54	N
118					QUILTED VEST	73	175	30T	10T		.43	N
119				UF	COTTON WORK SHIRT	73	330	11SH		.225	2.48	N
120					COTTON WORK PANTS	73	340	11PT			3.00	N
121					COVERALL	73	912	3CV			.63	N
122					11P LENGTH JKT	73	970	3JK			1.90	N
					JOE GESS	73			SUBTOTAL		8.44	N
123				UF	COTTON WORK SHIRT	74	330	11SH		.225	2.48	N
124					COTTON WORK PANTS	74	340	11PT			3.00	N
125					COVERALL	74	912	2CV			.63	N
126					11P LENGTH JKT	74	970	3JK			.63	N
					STEVE CASE	74			SUBTOTAL		6.74	N
127					QUILTED VEST	76	175	30T	10T		.43	N
128				UF	COTTON WORK SHIRT	76	330	11SH		.225	2.48	N
129					COTTON WORK PANTS	76	340	11PT			3.00	N
130					LINER FOR 974	76	972	2LN			.29	N
131					11P LENGTH JKT	76	970	3JK			.63	N
132					STYLISH/JKT	76	974	3JK			.95	N
					JIM GALAZY	76			SUBTOTAL		7.79	N
133					QUILTED VEST	77	175	30T	10T		.43	N
134				UF	COTTON WORK SHIRT	77	330	11SH		.225	2.93	N
135					COTTON WORK PANTS	77	340	11PT			3.60	N
136					11P LENGTH JKT	77	970	3JK			.63	N
					JEREMY HAUN	77			SUBTOTAL		7.59	N
137					QUILTED VEST	78	175	30T	10T		.43	N
138				UF	COTTON WORK SHIRT	78	330	11SH		.225	2.48	N
139					COTTON WORK PANTS	78	340	11PT			3.00	N
140					LINER FOR 974	78	972	2LN			.29	N
141					STYLISH/JKT	78	974	3JK			.95	N
					JOE JAMES	78			SUBTOTAL		7.15	N
142				UF	COTTON WORK SHIRT	79	330	11SH		.225	2.48	N
143					COTTON WORK PANTS	79	340	11PT			3.00	N
144					11P LENGTH JKT	79	970	3JK			.63	N
					ERIC FLOWERS	79			SUBTOTAL		6.11	N
145					QUILTED VEST	80	175	30T	10T		.43	N

REVIEWED BY

SIGNATURE

INVOICE # 011654963

FINAL TOTAL

\*\*\*\*\*



ORIGINAL INVOICE

REMIT TO: CINTAS CORPORATION 3011  
PO BOX 430910  
CINCINNATI, OH 45263-0910  
440-238-5565

SHIP TO: CITY OF STRONGSVILLE  
16099 FOLIZ PKWY  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44149-5501

INVOICE NO. 011654963

CONTRACT NO. ACCOUNT NO. STOP SEQ DELIVERY CODE  
10252 10252 2 H110000 R

INVOICE DATE 12/28/15

BILL TO: CITY OF STRONGSVILLE  
16099 FOLIZ IND. PKWY.  
SERVICE DEPARTMENT  
STRONGSVILLE, OH 44136

LOC ROUTE DAY CUST NO. DEPARTMENT CUSTOMER P.O. NO.  
011 11 1 10252

TERMS DUE 1/10/16  
EVEN BILLING

CONTACT: BRI TINKO/ELAINE barabart  
440-580-3174

TAX CODE TAX EXEMPT

PAGE 4

LINE NO.	SOIL CRT	MIN CHG.	C O	BB	ITEM DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY INVENTORY	QUANTITY INVOICED	PRICE	INVOICE AMOUNT	T X
146					COTTON WORK SHIRT	80	330	13SH		.225	2.93	N
147					COTTON WORK PANTS	80	340	13PT	6PT		3.60	N
148					11P LENGTH JKT	80	970	3JK	1JK		3.63	N
					TOM CAMPBELL	80			SUBTOTAL		7.59	N
149					QUILTED VEST	82	175	3VT	1VT		4.43	N
150					COTTON WORK SHIRT	82	330	13SH		.225	2.93	N
151					COTTON WORK PANTS	82	340	13PT	6PT		3.60	N
152					11P LENGTH JKT	82	970	3JK	1JK		3.63	N
					RUBEN HOLMAN	82			SUBTOTAL		7.59	N
153					QUILTED VEST	83	175	3VT	1VT		4.43	N
154					COTTON WORK SHIRT	83	330	11SH		.225	2.48	N
155					COTTON WORK PANTS	83	340	11PT	5PT		3.00	N
156					11P LENGTH JKT	83	970	3JK	1JK		3.63	N
					ROD LAKOTA	83			SUBTOTAL		6.54	N
157					QUILTED VEST	84	175	3VT	1VT		4.43	N
158					COTTON WORK SHIRT	84	330	11SH		.225	2.48	N
159					COTTON WORK PANTS	84	340	11PT	5PT		3.00	N
160					11P LENGTH JKT	84	970	3JK	1JK		3.63	N
					DEBBIE BURAN	84			SUBTOTAL		6.54	N
161					QUILTED VEST	84	175	3VT	1VT		4.43	N
162					COTTON WORK SHIRT	86	330	11SH		.225	2.48	N
163					COTTON WORK PANTS	86	340	11PT	5PT		3.00	N
164					11P LENGTH JKT	86	970	3JK	1JK		3.63	N
					GITA CINCQUEPALO	86			SUBTOTAL		6.54	N
165					800300 -STD NAME	88	124		2	.610	1.22	N
166					800300 -STD COMP	88	124		2	.650	1.30	N
167					804102 -BUSINESSCARD	88	124		2	0.120	16.24	N
168					MAKEUP CHARGE	88	124		2	2.000	4.00	N
169					COTTON WORK SHIRT	88	330	11SH		.225	2.48	N
170					COTTON WORK PANTS	88	340	11PT	5PT		3.00	N
171					11P LENGTH JKT	88	970	3JK	1JK		3.63	N
					JOE SOREN	88			SUBTOTAL		28.87	N
172					QUILTED VEST	89	175	3VT	1VT		4.43	N
173					COTTON WORK SHIRT	89	330	11SH		.225	2.48	N
174					COTTON WORK PANTS	89	340	11PT	5PT		3.00	N
175					COVERALL	89	912	3CV	1CV		6.63	N
176					11P LENGTH JKT	89	970	3JK	1JK		3.63	N
					AND SESTITO	89			SUBTOTAL		7.17	N
177					QUILTED VEST	90	175	3VT	1VT		4.43	N
178					COTTON WORK SHIRT	90	330	11SH		.225	2.48	N
179					COTTON WORK PANTS	90	340	11PT	5PT		3.00	N
180					11P LENGTH JKT	90	970	3JK	1JK		3.63	N
					MIKE MALACHUK	90			SUBTOTAL		6.54	N
181					QUILTED VEST	100	175	3VT	1VT		4.43	N
182					COTTON WORK SHIRT	100	330	11SH		.225	2.48	N
183					11P LENGTH JKT	100	970	3JK	1JK		3.63	N
					SARA LEARY	100			SUBTOTAL		3.54	N
184					CARGO PANT	106	270	11PT	5PT		3.15	N
					DAVE KREIDLER	106			SUBTOTAL		3.15	N
185					CARGO PANT	108	270	11PT	5PT		3.15	N
					RAYMOND MAGONE	108			SUBTOTAL		3.15	N
186					CARGO PANT	109	270	11PT	5PT		3.15	N
					RAY JARRETT	109			SUBTOTAL		3.15	N
									INVOICE TOTAL		404.36	

REVIEWED BY

SIGNATURE

INVOICE # 011654963

FINAL TOTAL

404.36

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 019

By: Mayor Perciak and Mr. Dooner

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW CONTRACT FOR THE FURNISHING, DELIVERY AND INSTALLATION OF COMPUTER SOFTWARE, PRODUCTS AND RELATED SERVICES FOR A FINANCIAL MANAGEMENT INFORMATION AND APPLICATION SYSTEM FOR THE FINANCIAL FUNCTIONS OF THE CITY OF STRONGSVILLE, COMMENCING APRIL 1, 2016, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has solicited and received proposals for the furnishing, delivery and installation of various computer software, products and services for a financial management information system, for the financial functions of the City; and

WHEREAS, Council is desirous of proceeding to award and enter into a new contract for such products and services;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the proposal submitted by **TYLER TECHNOLOGIES, INC.** for the furnishing, delivery and installation of computer products, software and related services for a financial management information system, for the financial functions of the City meets the specifications on file in the office of the Director of Finance; is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the lowest and best proposal for the proposed contract. All other proposals for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract, including a Software as Service Agreement, with the aforesaid lowest and best proposer for the furnishing, delivery and installation of computer software, products and other related services for a financial management information system, for the financial functions of the City for a three (3) year period with a possible one (1) year renewal option, commencing April 1, 2016, in an amount not to exceed a total of \$117,874.00 for the three-year period, a copy of which is on file with the Director of Finance, and which, in all respects, is hereby approved.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 019**  
**Page 2**

**Section 3.** That the funds for the purposes of said contract have been appropriated for 2016 from the General Fund, and shall be paid in subsequent years from the General Fund in accordance with future appropriation ordinances.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in to provide for the continuity of services and daily operations of the City of Strongsville Finance Department and all other City Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-019 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 020

By: Mr. Short

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of various youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2016; and

WHEREAS, Council is desirous of accepting the lowest unit price bids, and proceeding to award and enter into a contract for such purchases.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the bid submitted by **ADLER TEAM SPORTS** for the purchase of various caps, visors, shirts, pants and shorts, for use by the Recreation Department of the City of Strongsville, and in the unit prices to be paid for each item set forth on the Bid Response Form attached hereto as Exhibit A and incorporated herein by reference, meets the specifications on file in the office of the Director of Recreation & Senior Services; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for such contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of the specified youth sports wearing apparel in accordance with the specifications on file in the office of the Director of Recreation & Senior Services, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$37,495.36, and all in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Multi-Purpose Complex Fund (Ehrnfelt Center); and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Department of Recreation and Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-020 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



## BID RESPONSE FORM

Bidder: Please indicate individual costs of the items specified and a Total Bid Cost. The City will select one successful bidder based on the lowest and best Total Bid Cost premised upon the estimated quantities which have been provided (not on pricing of individual items). All pricing to be in U.S. dollars. **Note:** The actual quantities ordered may somewhat vary from estimates. Any increase or decrease in quantities will be charged or credited at the various unit costs.

Equipment or Material	Manufacturer or Supplier

**A. BASEBALL CAPS**

Brand Name: Outdoor Cap Company or equivalent  
 Model Number: GL-271 or equivalent  
 Notes: Velcro back, no mesh, blank with no screen  
 Sizes and Quantity: Youth: 725 X Unit Cost: 2.24 = Total Cost: 1624  
 Adult: 675 X Unit Cost: 2.24 = Total Cost: 1512

**B. SOFTBALL VISORS**

Brand Name: Alleson equivalent  
 Notes: Velcro back, blank with no screen  
 Sizes and Quantity: Youth: 225 X Unit Cost: 2.24 = Total Cost: 504  
 Adult: 175 X Unit Cost: 2.24 = Total Cost: 392

**C. T-SHIRTS**

Material: 100% Polyester (self-wicking or dry-fit)  
 Brand Name: A4, YKM or equivalent  
 Sizes to Bid: Youth (Small-Large) and Adult (Small-X-Lg)  
 Sizes and Quantity:

1) Baseball	Youth: <u>615</u> X Unit Cost: <u>5.49</u> = Total Cost: <u>3376.35</u>
	Adult: <u>800</u> X Unit Cost: <u>5.49</u> = Total Cost: <u>4392</u>
	XXL/XXXL: <u>45</u> X Unit Cost: <u>6.49</u> = Total Cost: <u>292.05</u>
2) Basketball	Youth: <u>400</u> X Unit Cost: <u>6.19</u> = Total Cost: <u>2476</u>
	Adult: <u>1,300</u> X Unit Cost: <u>6.19</u> = Total Cost: <u>8047</u>
	XXL/XXXL: <u>50</u> X Unit Cost: <u>7.19</u> = Total Cost: <u>359.50</u>
3) Coach	Adult: <u>375</u> X Unit Cost: <u>4.79</u> = Total Cost: <u>1796.25</u>
	XXL/XXXL: <u>130</u> X Unit Cost: <u>6.49</u> = Total Cost: <u>843.70</u>
4) Champion	Adult: <u>650</u> X Unit Cost: <u>4.79</u> = Total Cost: <u>3113.50</u>
	XXL/XXXL: <u>210</u> X Unit Cost: <u>6.49</u> = Total Cost: <u>1362.90</u>

(Screening requests next page)



**Screening Requests:**

- 1) Baseball Shirt – Logo with individual Sponsor name incorporated on front and 6” number on back.
- 2) Basketball Shirt – Logo with Sponsor name incorporated on front. 6” number on front and back.
- 3) Coach Shirt – Logo with Sponsor name and Coach name incorporated.
- 4) Champion Shirt – Logo on front. Logo is unique to each sport, league and season.

**D. BASEBALL UNIFORM PANTS**

Material: 100% Polyester  
Brand Name: Riddell or equivalent  
Features: 2 inch elastic waistband with drawstring,  
Back patch pocket  
NO fly  
Double Knees  
Color: White or Gray

Sizes to Bid: Youth (Small-Large) and Adult (Small – XL)

Sizes and Quantity:	Youth:	<u>725</u>	X	Unit Cost:	<u>4.28</u>	=	Total Cost:	<u>3103</u>
	Adult:	<u>250</u>	X	Unit Cost:	<u>5.38</u>	=	Total Cost:	<u>1345</u>
	XXL/XXXL:	<u>7</u>	X	Unit Cost:	<u>6.28</u>	=	Total Cost:	<u>43.96</u>

**E. SOFTBALL UNIFORM SHORTS**

Material: 100% Polyester  
Brand Name: A4 or equivalent  
Features: Double lined  
Color: Black

Sizes to Bid: Youth (Small-Large: 6” inseam)  
Adult (Small-XLarge: 7” inseam)

Sizes and Quantity:	Youth:	<u>230</u>	X	Unit Cost:	<u>4.64</u>	=	Total Cost:	<u>1067.20</u>
	Adult:	<u>50</u>	X	Unit Cost:	<u>5.09</u>	=	Total Cost:	<u>254.50</u>
	XXL/XXXL:	<u>5</u>	X	Unit Cost:	<u>5.39</u>	=	Total Cost:	<u>26.95</u>

**F. VOLLEYBALL LEAGUE SHIRTS**

Material: 50/50 Cotton/Polyester  
Brand Name: Eagle or equivalent  
Features: Sleeveless  
Color: Multiple

Sizes to Bid: Youth (Small-Large) and Adult (Small-XLarge)

Sizes and Quantity:	Youth:	<u>50</u>	X	Unit Cost:	<u>7.33</u>	=	Total Cost:	<u>366.50</u>
	Adult:	<u>150</u>	X	Unit Cost:	<u>7.98</u>	=	Total Cost:	<u>1197</u>

**Screening Request:**

Logo with Sponsor name on Front, 6” number on back

**TOTAL 2016 BID COST (Combination of Total Costs per Item):**      \$ 3,7495.36

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 021

By: Mayor Perciak

**AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2015-140 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL FOR VARIOUS TAX INCREMENT FINANCING AND RELATED MATTERS, AND DECLARING AN EMERGENCY.**

WHEREAS, through passage of Ordinance No. 2015-140, this Council approved and authorized the Mayor and Law Director to employ special legal counsel to assist in representation of the City in connection with various Tax Increment Financing and related matters; and

WHEREAS, the City's Law Director now has recommended that due to unanticipated circumstances and an increase in the scope and nature of the Tax Increment Financing work, it will be necessary to amend Section 1 of Ordinance No. 2015-140, in order to allocate additional funds to be utilized for payment of outstanding billings arising from such special legal services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That Section 1 of Ordinance No. 2015-140 is hereby amended to read in its entirety as follows:

**"Section 1.** That the Mayor and Law Director's employment of special legal counsel is hereby ratified, approved and authorized, including entering into an agreement with **ATTORNEY VIRGINIA D. BENJAMIN**, and the law firm of **CALFEE, HALTER & GRISWOLD LLP**, to provide professional legal services to the City in connection with various tax increment financing and related matters, in accordance with their proposal and hourly rates on file with the City's Law Department, but in a total amount not to exceed the sum of ~~\$25,000.00~~**\$30,000.00**, and in a form approved by the Law Director."

**Section 2.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the applicable Tax Incremental Financing Funds and the General Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 021

Page 2

meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance in order to provide for additional funds for payment of special outside legal services to protect the legal, financial and tax interests of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2016-020 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_