

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
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Council Office Fax: 440-572-1648
www.strongsville.org

November 29, 2018

City Council

Michael J. Daymut
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany McKeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 3, 2018**, 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 7:15 p.m. *All committees listed will meet immediately following the previous committee:*

7:15 P.M. **Planning, Zoning and Engineering Committee:** will meet to discuss Ordinance Nos. 2018-152, 2018-163, 2018-167 and Resolution Nos. 2018-162, 2018-164 and 2018-165.

Committee of the Whole: will meet to discuss Ordinance No. 2018-166.

The committee will then consider a motion to adjourn into **Executive Session** with the Mayor, Law Director and other members of the Administration for the purpose of discussing personnel matters regarding the council office.

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, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, DECEMBER 3, 2018 AT 8:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Special Meeting – November 15, 2018*
 - *Council Meeting – November 19, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Administration of Ceremonial Oath of Office to newly-appointed Patrolman Ryan J. Weisenberger for the City of Strongsville.
 - Administration of Ceremonial Oath of Office to newly-appointed Patrolman Erik C. Thorkelson for the City of Strongsville.
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES –
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT–
 - FINANCE – Mr. Carbone:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:
 - RECREATION AND COMMUNITY SERVICES – Ms. Roff:
 - COMMITTEE-OF-THE-WHOLE – Mr. DeMio:

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. 2018-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE HOWE ROAD (CR 188) AND SHURMER ROAD (CR 205) ROUNDABOUT PROJECT, AND DECLARING AN EMERGENCY. *First reading 11-05-18. Second reading 11-19-18.*
- Resolution No. 2018-162 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-163 by Mayor Perciak and All Members of Council. AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-164 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE HOWE ROAD SOUTH SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-165 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A TEMPORARY MONOPOLE TOWER AND EQUIPMENT CABINET ON A PORTABLE TRAILER, ON PROPERTY LOCATED AT 13285 PEARL ROAD (PPN 396-08-006), IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2018-166 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2019 AND 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-167 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

- *Motion of Council members to designate the Clerk of Council, Aimee Pientka, for Public Records training on their behalf under the requirements of State Law, Ohio Revised Code Section 109.43(B).*

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 152

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE HOWE ROAD (CR 188) AND SHURMER ROAD (CR 205) ROUNDABOUT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. 2018-052, Council authorized the Mayor to request proposals for engineering design and consulting services in connection with the Howe Road (CR 188) and Shurmer Road (CR 205) Roundabout Project (the "Project"); and

WHEREAS, various proposals were received, the proposers were ranked in accordance with law, and Council is desirous of proceeding to award and enter into a contract for such services with the firm ranked as the best qualified and best proposer.

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

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a contract with **EMH&T, INC.**, a firm of professional engineers and the best qualified and highest ranked firm, in a total amount not to exceed \$141,415.00, to provide engineering design and consulting services, in connection with the Howe Road (CR 188) and Shurmer Road (CR 205) Roundabout Project in the City of Strongsville, in accordance with its proposal, addendum, and related forms and documents comprising a contract identified as the Professional Services Proposal, copies of which are attached hereto as Exhibit A, and/or on file with the City Engineer, and which, in all respects, are hereby approved.

Section 2. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and such other Federal, State and local funds which may be made available for the Project.

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 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, and for the further reason that it is immediately necessary to provide professional engineering design and consulting services on the Project to ensure proper construction and compliance with approved plans in order to proceed with the Project, to promote highway safety, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 152
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2018-152 Amended: _____
1st Rdg. 11-5-18 Ref: PZE
2nd Rdg. 11-19-18 Ref: PZE
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



October 24, 2018

Mr. Ken Mikula, PE
City Engineer
16099 Foltz Parkway
Strongsville, OH 44149

Subject: Professional Services Proposal
Howe Road & Shurmer Road Intersection

Dear Ken,

EMH&T is pleased to present this proposal for professional services related to advancement of the Howe/Shurmer Road intersection improvement, including survey, right-of-way documents, detailed design, project meetings, public involvement, and general coordination.

A. PROJECT UNDERSTANDING

We understand that the City of Strongsville would like to begin design work for a roundabout located at the intersection of Howe Road and Shurmer Road. The current intersection is a three-way signal controlled intersection with no turn lanes provided. Due to traffic congestion and safety concerns, improvements at this intersection are desired.

The roundabout will be designed to accommodate pedestrian facilities, including curb ramps and crosswalks. Street lighting is a standard element of a roundabout design and will be designed as part of the project. Landscape is also a functional element that helps to control line of sight and, therefore, will be included in the design.

We understand that the intersection will be partially closed to traffic during construction in an effort to reduce the time and cost of construction. A Maintenance of Traffic plan and detour routes will be developed in coordination with the City and included in the plan set.

The existing intersection includes a closed conduit drainage system which will be modified as needed to facilitate the roundabout. Options for meeting post-construction stormwater BMP requirements will be analyzed and presented to the City for concurrence. Drainage and BMP design will be in accordance with ODOT L&D Manual Volume 2.

Existing utilities located within the project area include water, sanitary, electric, telecommunications, and natural gas. We understand that water and sanitary sewer adjustments will be detailed within the construction plans, while other utility facilities will be adjusted by their respective owner.

We understand that this project will likely include federal money for construction and right-of-way and, therefore, will follow ODOT's Local Public Agency (LPA) process. EMH&T will prepare a

Categorical Exclusion and any related environmental and cultural resources documentation for approval by ODOT District 12.

Plan content will generally be developed in accordance with ODOT standards.

B. SCOPE OF SERVICES AND CLARIFICATIONS

EMH&T's scope of services is fully detailed on the enclosed Exhibit A – Task Selection assuming that the project will follow ODOT PDP Path 2. Below is an overview summary of EMH&T's anticipated scope for each step.

PDP Step 1 (Planning Phase)

For this step, our proposed scope assumes that many of these tasks have already been completed by the City as part of previous studies. Our scope will be limited to a few environmental tasks and assisting the City as needed with project initiation with ODOT.

PDP Step 2 (Preliminary Engineering Phase)

Within Step 2, EMH&T will develop a feasibility study that will consist of the following:

- Roundabout Geometrics Package that will document geometric design including performance checks of fastest path and truck turning movements.
- Line, Grade, and Typical Plans including Title Sheet, Typical Sections, and Plan and Profile Sheets
- Identification of utilities in conflict with the project footprint
- Preliminary Opinion of Construction Cost
- Decision Matrix comparing the proposed Roundabout and “No Build” scenarios.

Public Involvement Plan: EMH&T understands that this intersection improvement will be the City's first roundabout and appreciates the challenges that this “first” for a community often entails. Therefore, we will plan and execute one in-person stakeholder meeting and two public involvement meetings. The stakeholder meeting will be to explain the project and the proposed improvements in an effort to provide education on roundabouts and gain support. We find that garnering stakeholder support at the beginning is most helpful prior to engaging the public. We will also organize and lead the general public meeting on behalf of the City. EMH&T will prepare graphics, provide education material, and provide additional staff to serve as technical resources. The format will be an open-house format with a set time for a project overview. Questions and answers will be provided following the presentation at the display boards by EMH&T staff. We anticipate that our graphics development will include a two-dimensional plan-view graphic of the proposed improvement on aerial photo background along with a “bird's eye” rendering of the intersection. An additional general public meeting will be planned for prior to construction sale for a more “hands on” experience on how to navigate a roundabout

Following approval of our Feasibility Study, EMH&T will advance detailed design. To reduce design costs and review times, we propose to deliver a combined Stage 1/Stage 2 plan submittal under Step 3 below. A separate Stage 1 submittal is not anticipated.

PDP Step 3 (Environmental Engineering Phase)

Under this step, EMH&T will prepare and submit a combined Stage 1 / Stage 2 construction plan to the City and ODOT for review. In addition to plans, this submittal will include:

- Calculations and exhibits for stormwater and BMP design
- Pavement design calculations
- Updated opinions of cost
- Street lighting photometrics

Stage 2 plans will also be sent to private utility companies for verification that their facilities are shown completely and accurately and for preliminary conflict analysis.

As Stage 2 plans are developed and construction limits are refined, we will prepare a proposed right-of-way exhibit for coordination with the City and ODOT. Following concurrence from the City on the limits and types of proposed right-of-way, we suggest moving directly to Final Right-of-Way plans as another measure to reduce design fees and schedule.

PDP Step 4 (Final Engineering and Right-of-Way Phase)

In this step, EMH&T will prepare and submit Stage 3 plans and accompanying information to the City and ODOT for review. Upon completion of Stage 3 review, we will address comments and prepare Final Tracings for bidding. We assume that other bidding information such as general conditions, bid forms, and proposal notes will be prepared separately by the City. We also assume that pdfs of final tracings will be sufficient for bidding purposes. Mylars of the plan set are not included.

We anticipate that any EMH&T involvement in the construction phase of the project would be covered by a future separate agreement.

Both Stage 3 plans and final tracings will be submitted to private utility companies for final conflict analysis and relocation design. We will coordinate with the affected utility companies throughout the design phase in order to fully describe existing facilities along with any proposed adjustments in the project Utility Note.

The scope of work and clarifications that are included on Exhibit A are based on EMH&T's knowledge of the project requirements at the time when the document was prepared, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by revisions to written procedures included in manuals or decisions made by the City or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue.

Our scope and fee assumes that a roundabout intersection will be selected as a feasible and prudent alternative for improving the intersection. If during the feasibility study, it is determined that a roundabout may not be the preferred alternative, we will coordinate with the City to determine the appropriate course of action which may include changes to EMH&T's scope and fee.

C. COMPENSATION

EMH&T proposes to provide our professional services as described in the above Scope of Services for an hourly not-to-exceed fee of **\$141,415** as more fully described below:

Planning Phase (Step 1)

Environmental Clearance Tasks = \$2,809

Preliminary Engineering Phase (Step 2)

Environmental Clearance Tasks = \$9,024

PI/Stakeholder Coordination = \$8,000

Engineering Tasks = \$41,370

Environmental Engineering Phase (Step 3)

Prepare Environmental Document = \$3,532

Combined Stage 1/2 Plans = \$43,807

Right of Way Plans = \$15,083

Final Engineering and Right-of-Way Phase (Step 4)

Stage 3/Final Tracings = \$17,790

<i>Total Environmental Clearance Fee</i>	=	\$15,365
<i>Total PI/Stakeholder Coordination Fee</i>	=	\$8,000
<i>Total Engineering Fee</i>	=	<u>\$118,050</u>
Total Fee	=	\$141,415

The hourly fee listed above includes labor, subconsultants, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt.

D. SCHEDULE

EMH&T will begin work upon notice to proceed. Early in our design efforts, we will collaborate with the City on a project schedule that will be respectful of funding commitments and accommodate a staged review process.

We look forward to working with you in the successful advancement of this project. If you approve of our proposal, please forward a contract to us for execution. If you have any questions or require additional information, please do not hesitate to contact me at 614-775-4604 or acueva@emht.com.

Professional Services Proposal
Howe Road & Shurmer Road Intersection

October 24, 2018

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Abby Cueva, PE
Project Manager / Associate

Enclosures: Exhibit A – Task Selection

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciaki, Mayor

Date: _____

HOWE ROAD (CR 188) & SHURMER ROAD (CR 205)
ROUNDABOUT PROJECT

ADDENDUM TO
EMH&T ("CONSULTANT") PROFESSIONAL SERVICES PROPOSAL FOR
ENGINEERING DESIGN AND CONSULTING SERVICES

1. **WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards within the Northeast Ohio area.

2. **INDEMNIFICATION.** Consultant agrees to defend, indemnify and hold the City, and its employees and agents, harmless from any and all claims, demands, loss, personal injuries, property damage, or damage of any kind or nature whatsoever to the extent caused by the acts, errors or omissions of Consultant, its employees, agents, subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose negligence or willful misconduct any of them may be liable and arising out of the operation of this Agreement.

3. **INSURANCE.** Consultant shall maintain comprehensive general liability insurance of at least One Million Dollars (\$1,000,000.00) naming the City as an additional insured and appropriate Professional Liability Insurance of at least One Million Dollars (\$1,000,000.00), and Automobile insurance and Worker's Compensation coverage. Policies shall name the City as an additional insured and shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit with the Director of Finance, the policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Director of Finance and/or Law Director of the payment of premiums and thereafter prior to the expiration dates of the expiring policies. The City must be advised of any cancellation of policies or coverages.

4. **POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. **NONDISCRIMINATION.** Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

6. **NON-WAIVER.** 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.

7. **NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Abby Cueva, P.E., Project Manager
EMH&T, Inc.
5500 New Albany Road
Columbus, OH 43054

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely 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.

9. **LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely 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 Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. **NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. **COMPLIANCE WITH CERTAIN STATE LAWS.** Consultant is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

12. **SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. **BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and Consultant respectively and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the written consent of the other party.

Acceptance of the terms of this Addendum to the Professional Services Proposal Agreement is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

CITY OF STRONGSVILLE

EMH&T, INC.

Signature

Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Abby Cueva, P.E, Project Manager
Typed Name/Title

Date of Signature

Date of Signature

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 _____, 2018.

Neal M. Jamison, Law Director

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
1 Planning Phase							
1.1 Project Start Up							
1.1.A	Planning and Programming	Yes		X			Tasks under 1.1 will be initiated by the City with only support information from EMH&T.
1.1.B	STIP/TIP	Yes		X	X		
1.1.C	Internal Meeting with Project Sponsor and ODOT staff	Unlikely		X	X		
1.2 Project Initiation Package							
1.2.A	Define Study Area and Logical Termini	No					
1.2.B	Conduct Field Review (walk through)	No					
1.2.C	Identify Discipline Specific Issues for Project Initiation Package						
1.2.C.A	Identify Design Issues	No					
1.2.C.B	Identify Geotechnical Issues	No					
1.2.C.C	Section 106 Request for Review	Yes	X				Will be needed if federal funds are used for construction.
1.2.C.D	Identify Ecological Resources	Yes	X				Will be needed if federal funds are used for construction.
1.2.C.E	Identify Utility Issues	No					
1.2.C.F	ITS Project Determination	No					
1.2.D	Project Initiation Package Preparation and Submittal	Yes		X			The PIP is something that the City will need to submit to ODOT if federal funds are being sought for construction.
1.2.E	Aerial/Base mapping coordination with ODOT	No					
1.2.F	Concept, Scope and Budget Estimates	No					
1.3 Existing Data, Research and Analysis							
1.3.A	Transportation and Land Use Plans	No					
1.3.B	Crash Analysis	Yes		X			Crash analysis have been performed previously under a separate contract. Results of which may be used for a Safety Funds application.
1.3.C	Turning Movement Counts						
1.3.C.A	Turning Movement Counts at Intersections - No Build	No					EMH&T assumes all the traffic data needed has been previously collected and certified for use in final design.
1.3.C.B	Tube counts at intersections and ramps - No Build	No					
1.3.D	Planning Level Traffic - No Build Condition	No					
1.3.E	Certified Traffic - No Build Condition	No					
1.3.F	Capacity Analysis - Existing Conditions	No					
1.3.G	Develop Purpose & Need	Yes	X				Will be needed if federal funds are used for construction.

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
1.4	Stakeholder Involvement and PIP						
1.4.A	Public Involvement Plan	No					An official PIP plan is not necessary for this size of project, it is defined in the attached scope.
1.5	Project Management for Planning Phase						
1.5.A	Meetings	No					
1.5.B	General Oversight	No					
2	Preliminary Engineering Phase						
2.1	Develop Preliminary Alternatives						
2.1.A	Feasibility Study Development						
2.1.A.A	Planning Level Traffic for Feasible Alternatives	No					
2.1.A.B	Capacity Analysis for Alternatives	Yes	X				Intended to be a high level check of previous analysis results.
2.1.A.C	Field Survey and Aerial Mapping - Planning Level	No					
2.1.A.D	Typical Section	Yes	X				EMH&T will develop preliminary typical sections for the roundabout and approach legs.
2.1.A.E	Preliminary Alignment and Profile	Yes	X				EMH&T will develop preliminary plan and profile sheets to demonstrate geometric design, lane arrangements (pavement markings), and anticipated project footprint.
2.1.A.F	Cross-Sections	No					
2.1.A.G	Geotechnical Deliverables	No					
2.1.A.H	Mapping	Yes	X				EMH&T will prepare an exhibit showing the proposed intersection geometry with survey information overlaid on aerial photo background to show anticipated project footprint.
2.1.A.I	Prepare Feasibility Study	Yes	X				EMH&T will provide Line, Grade, and Typical Plans for the roundabout intersection along with a geometrics report that will include performance checks including fastest path and truck turning movements.
2.2	Perform Environmental Field Studies						
2.2.A	Property Owner Notification	Yes	X				Will be needed if federal funds are used for construction.
2.2.B	Phase I Cultural Resource History/Architecture Survey	Unlikely	X				
2.2.C	Ecological Survey Report	Likely	X				Will be needed if federal funds are used for construction.
2.2.D	Environmental Site Assessment Screening	Likely	X				Will be needed if federal funds are used for construction.
2.2.E	Social and Economic Resources	Unlikely	X				
2.2.F	4(f) determinations	Unlikely	X				
2.2.G	Stakeholder Public Involvement	Yes	X	X	X		EMH&T: plan, organize, and lead one stakeholder meeting and two PI meetings. We will provide graphics and education materials, as well as three staff members to attend each meeting.
2.2.H	Preliminary Noise Analysis	No	X				

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
2.3 AER Design							
2.3.A Field Survey and Aerial Mapping							
2.3.A.A	Project Control, Benchmarks, and Reference Points	Yes	X				
2.3.A.B	Monumentation recovery	Yes	X				
2.3.A.C	Base Mapping (incl. field verify.)	Yes	X				
2.3.A.D	Drainage Survey (stream cross sections)	No					
2.3.A.E	Bridge Survey	No					
2.3.A.F	Establish property lines, tax id, & ownerships on base map	Yes	X				
2.3.B Roadway							
2.3.B.A	Design Criteria	No					
2.3.B.B	Conceptual Typical Sections	No					
2.3.B.C	Horizontal Alignment and Vertical Profile - Mainline	No					
2.3.B.D	Plan and Profile - Crossroads	No					
2.3.B.E	Plan and Profile - Ramps	No					
2.3.B.F	Conceptual cross sections	No					
2.3.B.G	Interchange Geometries	No					
2.3.B.H	Analyze Drive locations	No					
2.3.B.I	Identify Construction Limits	No					
2.3.B.J	Preliminary Pavement Design	No					
2.3.C Drainage							
2.3.C.A	Drainage Design Criteria Forms (LD-35)	No					
2.3.C.B	LD-33 Form (Contact County Engineer)	No					
2.3.C.C	Hydraulically size all major storm sewer trunk lines	No					
2.3.C.D	Conceptual Storm Sewer Locations	No					
2.3.C.E	Perform preliminary hydraulic analysis for culverts	No					
2.3.C.F	Conceptual BMP	No					
2.3.C.G	Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
2.3.D	Traffic Control						
2.3.D.A	Documentation of Proprietary Bid Justification	No					
2.3.D.B	Documentation of alternate bid considerations for signal and lighting equipment	No					
2.3.E	Signals						
2.3.E.A	Signal Warrant Analysis	No					
2.3.F	Maintenance of Traffic						
2.3.F.A	MOTAA including Queue Analysis (for interstate or interstate look-alikes)	No					
2.3.F.B	MOT investigations (for non-interstate or non-interstate look-alikes)	No					
2.3.F.C	Lane Closure Exception Request (MOTEC)	No					
2.3.G	Utilities						
2.3.G.A	Utility Coordination and Documentation	Yes	X				EMH&T will coordinate with existing utilities for the purposes of base map preparation and identification of prior rights.
2.3.G.B	Subsurface Utility Engineering	No					
2.3.H	Miscellaneous						
2.3.H.A	Analyze and coordinate impacts on FEMA flood zones	No					
2.3.H.B	Determine permissible location for waste and borrow	No					
2.3.H.C	Determine potential locations for retaining walls	No					
2.3.H.D	Determine Lighting needs - investigate warrants	No					
2.3.H.E	Identify potential total take parcels	No					
2.3.H.F	Railroad Coordination	No					
2.3.H.G	Evaluate aesthetic options	No					
2.3.H.H	Value Engineering	No					
2.3.H.I	Determine need for Design Exception	No					
2.4	Prepare Cost Estimates						
2.4.A	Roadway/Interchange Costs	Yes	X				A preliminary opinion of cost will be provided as part of the Feasibility Study.
2.4.B	Right of Way Costs	Yes	X				A preliminary opinion of cost will be provided as part of the Feasibility Study.
2.4.C	Utility	Yes	X				A preliminary opinion of cost will be provided as part of the Feasibility Study.

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
2.5 AER Submittal and Other Studies							
2.5.A	Prepare Alternative Evaluation Report	No					
2.5.B	Certified Traffic for Preferred Alternative	No					
2.5.C	Prepare Access Point Request (IMS/IJS)	No					
2.5.D Structures							
2.5.D.A	Bridge Structure Type Study (break out each bridge separately)	No					
2.5.D.B	Complete bridge hydraulic study and scour analysis	No					
2.5.E	Retaining wall justification	No					
2.6 Coordination Point							
2.6.A	Public Involvement meeting - Attendance	Yes	X				
2.6.B	Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets	Yes	X				
2.6.C	Public Involvement transcript/Meeting Minutes	Yes	X				
2.6.D	Preparation of Exhibits	Yes	X				
2.7 Stage 1 Design							
2.7.A Roadway							
2.7.A.A	Update Title Sheet	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.B	General Notes	Yes	X				
2.7.A.C	Schematic Plan	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.D	Update Typical Sections	Yes	X				
2.7.A.E	Update Plan and Profile - Mainline	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.F	Update Cross Sections	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.G	Update Plan and Profile - Crossroads	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.H	Update Plan and Profile - Ramps	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.I	Superelevation Table	No					
2.7.A.J	Intersection Details	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.K	Update Interchange Geometrics & Details	No					
2.7.A.L	Driveway Details	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.A.L	Design Exception Request	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
2.7.B	Drainage						
2.7.B.A	Storm Sewer Profiles	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.B.B	Culvert Detail Sheet	No					
2.7.B.C	Channel Relocation Details & Section Sheets	No					
2.7.B.D	Drainage Calculations	Yes	X				
2.7.B.E	BMP Design	Yes	X				
2.7.C	Utilities						
2.7.C.A	Utility Coordination and Documentation	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.C.B	Description or proposed water and/or sewer work	No					EMH&T: Assumes that adjustments to water and sewer facilities will be detailed in the construction plans.
2.7.C.C	Subsurface Utility Engineering (SUE)	No					
2.7.D	Geotechnical Services						
2.7.D.A	Geotechnical Services and Report	No					EMH&T: We will assume excavate and replace based on historical data.
2.7.E	Retaining Wall Plans						
2.7.E.A	Wall Locations	No					
2.7.E.B	Wall Elevations	No					
2.7.E.C	Wall Type	No					
2.7.E.D	Footing depth and foundation type	No					
2.7.F	Structures - Design Report						
2.7.F.A	Bridge Design Report	No					
2.7.F.B	Final Structure Site Plan	No					
2.7.F.C	Supplemental Site Plan for waterway crossing	No					
2.7.F.D	Supplemental Site Plan for Railway Crossing	No					
2.7.G	Miscellaneous						
2.7.G.A	Perform Airway/Highway clearance analysis	No					
2.7.G.B	Service Road Justification	No					
2.7.G.C	Finalize Pavement Build up and subsurface drainage requirements	Yes	X				
2.7.G.D	Prepare Pedestrian Overpass Justification	No					
2.7.G.E	RR Coordination	No					
2.7.G.F	ITS - Systems Engineering Analysis	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
2.7.H	Prepare C2 Cost Estimates and Update Milestones						
2.7.H.A	Roadway/Interchange Costs	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.H.B	Local Road	No					
2.7.H.C	Right of Way	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.7.H.D	Utility	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.8	Project Management for Preliminary Engineering Phase						
2.8.A	Meetings	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
2.8.B	General Oversight	No					EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.
3	Environmental Engineering Phase						
3.1	Environmental Field Studies and Refined Impacts						
3.1.A	Phase I & II Cultural Archaeological	Unlikely					
3.1.B	Phase II Cultural Resource History/Architecture Survey	Unlikely					
3.1.C	Section 4 (f) Evaluation	Unlikely					
3.1.D	Phase I Environmental Site Assessment	Unlikely					
3.1.E	Farmland Studies	Unlikely					
3.1.F	Secondary and Cumulative Review	No					
3.1.G	Address NEPA Specific Environmental Justice Issues	Unlikely					
3.1.H	Relocation Assistance Program Conceptual Survey	Unlikely					
3.1.I	Biological Assessment for Federally Listed Species	Unlikely					
3.1.J	Final Noise Analysis	Unlikely					
3.1.K	Continued Coordination with Floodplain Coordinator	No					
3.1.L	Determine Right of Way Encroachments	Yes	X				
3.1.M	Determine Potential Right of Way from Railway	No					
3.1.O	Prepare Waterway Permit Determination Package/Permits	Unlikely					
3.1.P	Stream and Wetland Opportunities Inventory Report	Unlikely					
3.1.Q	Phase II Environmental Site Assessment	No					
3.2	Stage 1 Value Engineering						
3.2.A	Value Engineering Study and Report	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
3.3	Stage 2						
3.3.A	Roadway						
3.3.A.A	Update Title Sheet	Yes	X				
3.3.A.B	Update Schematic	Yes	X				EMH&T: includes centerline schematic and roundabout baseline schematic plans.
3.3.A.C	Update Plan and Profile - Mainline	Yes	X				
3.3.A.D	Update Plan and Profile - Crossroads	Yes	X				
3.3.A.E	Update Plan and profile - Ramps	No					
3.3.A.F	Update Cross Sections	Yes	X				
3.3.A.H	Update Intersection Details	Yes	X				
3.3.A.I	Update Interchange Geometrics & Details	No					
3.3.B	Drainage						
3.3.B.A	Update Storm Sewer Profiles	Yes	X				
3.3.B.B	Update Culvert Detail Sheets including headwall and wingwall details	No					
3.3.B.C	Update Channel Relocation Details	No					
3.3.B.D	Underdrain details	Yes	X				
3.3.B.E	Update BMP Details	Yes	X				
3.3.B.F	Drainage for Maintenance of Traffic	No					
3.3.C	Traffic Control						
3.3.C.A	Pavement Marking Plan	Yes	X				
3.3.C.B	Update Signing Plan	Yes	X				
3.3.C.C	Update Systems Engineering Analysis	No					
3.3.D	Signal Plan						
3.3.D.A	Signal Plan Sheets	No					
3.3.D.B	Interconnect Details	No					
3.3.E	Maintenance of Traffic						
3.3.E.A	Finalize MOT Plans	Yes	X				

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
3.3.F	Lighting Plan						
3.3.F.A	Lighting Analysis, Voltage Drop Calculations	Yes	X				
3.3.F.B	Power/Circuit Layout & Details	Yes	X				
3.3.F.C	Lighting Plan and Details	Yes	X				
3.3.G	Landscape Plan						
3.3.G.A	Landscape Plan and Details	Yes	X				
3.3.G.B	General Notes	Yes	X				
3.3.H	Noise Wall Details						
3.3.H.A	Noise Wall Plan and Details	No					
3.3.I	Bridge Plans (break out for each bridge separately)						
3.3.I.A	Update Site Plan	No					
3.3.I.B	General Plan	No					
3.3.I.C	General Notes	No					
3.3.I.D	Stage Construction Detail Sheets	No					
3.3.I.E	Abutment Details	No					
3.3.I.F	Pier Details	No					
3.3.I.G	Screed Elevations	No					
3.3.I.H	Superstructure						
3.3.I.H.1	Transverse Section	No					
3.3.I.H.2	Deck Plan	No					
3.3.I.H.3	Design and Analysis	No					
3.3.I.H.4	Framing Plan	No					
3.3.I.H.5	Bearings	No					
3.3.I.H.6	Girder Details	No					
3.3.I.H.7	Enddams	No					
3.3.I.H.8	Camber Diagrams	No					
3.3.I.I	Structure Rating & Analysis	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
3.3.J	Utilities						
3.3.J.A	Utility Coordination and Documentation	Yes	X				
3.3.J.B	Water Works Plan	Yes	X				EMH&T: fee is based upon only minor adjustments to existing facilities.
3.3.J.C	Sanitary Sewer Plans	No					
3.3.K	Geotechnical Services						
3.3.K.A	Finalize Geotechnical Investigation and Report	No					EMH&T: We will assume excavate and replace based on historical data.
3.4	Right of Way Plans						
3.4.A	Preliminary Right of Way Plans						
3.4.A.A	Legend Sheet	Yes	X				
3.4.A.B	Centerline Survey Plat	Yes	X				
3.4.A.C	Property Map	Yes	X				
3.4.A.D	Summary of Additional Right of Way	Yes	X				
3.4.A.E	Detailed ROW Plan Sheets	Yes	X				
3.4.A.F	Special Plats	No					
3.4.A.G	Legal Descriptions	Yes	X				
3.4.A.H	Legal Descriptions for Railroad Parcels	No					
3.4.A.I	Closure Calculations	Yes	X				
3.4.A.J	Right-of-Way Acquisition Estimate	No					EMH&T: a subconsultant is not currently on the team, we can add this or the City can use one they are familiar with.
3.4.B	Final Right of Way Plans						
3.4.B.A	Field Review & Verify Property Owners	Yes	X				
3.4.B.B	Final Legal Descriptions and Final Closures	Yes	X				
3.4.B.C	Set R/W Pins after acquisition	Yes	X				
3.5	Prepare Environmental Document						
3.5.A	Prepare Environmental Document	Yes	X				Will be needed if federal funds are used for construction.
3.6	Environmental Commitments and Plan Notes						
3.6.A	Environmental Commitment Plan Notes	Unlikely	X				

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
3.7 Final Mitigation Plans Coordination							
3.7.A	Mitigation for Cultural Resources	No					
3.7.B	Mitigation for Streams	No					
3.7.C	Mitigation for Wetlands	No					
3.7.D	Mitigation Plan for Other Features	No					
3.8 Prepare Cost Estimates and Revise Milestone							
3.8.A	Roadway/Interchange Costs	Yes	X				
3.8.B	Local Road	No					
3.8.C	Structures	No					
3.8.D	Utility	Yes	X				
3.9 Project Management for Environmental Engineering Phase							
3.9.A	Meetings	Yes	X				EMH&T: fee is based upon one in-person project meeting to be held following the Feasibility Study layout, prior to final design. Other meetings will be held by conference call/screen sharing.
3.9.B	General Oversight	Yes	X				
4 Final Engineering and R/W Phase							
4.1 Right of Way Acquisition							
4.1.A	Right of Way Acquisition	Yes		X			EMH&T: City will hire acquisition consultant under separate contract.

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
4.2 Stage 3 Detailed Design Plans							
4.2.A Quantities and Notes							
4.2.A.A	Pavement Subsummary	Yes	X				
4.2.A.B	Drainage Subsummary	Yes	X				
4.2.A.C	Roadway Subsummary	Yes	X				
4.2.A.D	Earthwork and Seeding Subsummary	Yes	X				
4.2.A.E	Maintenance of Traffic Subsummary	Yes	X				
4.2.A.F	Pavement Marking Subsummary and Plans	Yes	X				
4.2.A.G	Signing Subsummary	Yes	X				
4.2.A.H	Signal Subsummary	No					
4.2.A.I	Noise Wall Subsummary	No					
4.2.A.J	Retaining Wall Subsummary	No					
4.2.A.K	Lighting Subsummary	Yes	X				
4.2.A.L	Landscape Subsummary	Yes	X				
4.2.A.M	General Summary Sheet	Yes	X				
4.2.A.N	Bridge Estimated Quantities Sheet	No					
4.2.A.O	Reinforcing Steel Schedule	No					
4.2.A.P	Update of General Notes	Yes	X				
4.2.B Traffic Signal Plans							
4.2.B.A	Wiring diagram & pole orientation	No					
4.2.B.B	Timing Chart	No					
4.2.C Signing Plans							
4.2.C.A	Elevation View of Major Signs	No					
4.2.D	Geotechnical	No					
4.2.E Miscellaneous							
4.2.E.A	Obtain Railroad Agreement	No					
4.2.E.B	Prepare FAA Form 7460-1 for Airway/Highway Clearance	No					
4.2.E.C	Project Site Plan	Yes	X				
4.2.E.D	Update Systems Engineering Analysis	No					

Exhibit A - Task Selection - Path 2
Howe Rd/Shurmer Rd Intersection
October 24, 2018

Task #	Task	Task Needed - Path #2	Consultant	City	ODOT	If Authorized	Project Specific Comments
4.3	Prepare Cost Estimates and Revise Milestone						
4.3.A	Roadway/Interchange Costs	Yes	X				
4.3.B	Local Road	No					
4.3.C	Right of Way	Yes		X			EMH&T: we anticipate that right-of-way estimates at this stage would be provided by the City's acquisition consultant.
4.3.D	Structures	No					
4.3.E	Utility	Yes	X				
4.4	Final Plan Package						
4.4.A	Submission of Final Tracings and Documentation	Yes	X				
4.5	Project Management for Final Engineering and Right of Way Phase						
4.5.A	Meetings	Yes	X				EMH&T: fee is based upon one in-person project meeting to be held following the Feasibility Study layout, prior to final design. Other meetings will be held by conference call/screen sharing.
4.5.B	General Oversight	Yes	X				
4.6	Pre-Bid Activities						
4.6.A	Pre-Bid Questions	Yes	X				
5	Construction Phase						
5.1	On-going services during Construction						
5.1.A	On-going Services During Construction	No					EMH&T: assume separate agreement for construction phase services.

CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Engineering Design and Consulting Services for
CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout

July 13, 2018

Submission Due

_____ August 10, 2018 _____

CITY OF STRONGSVILLE

**LEGAL NOTICE
REQUEST FOR QUALIFICATIONS AND PROPOSALS
ENGINEERING DESIGN AND CONSULTING SERVICES
CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout**

The City of Strongsville will receive sealed qualifications and letters of interest for engineering design and consulting services, from qualified firms, in connection with the City's proposed improvement of **CR 188 (Howe Road) & CR 205 (Shurmer Road)**. The proposed Project will consist of all work necessary to convert the existing signal controlled intersection to a **ROUNDAABOUT**.

It is anticipated that the selected consultant will be authorized to proceed by on or about September, 2018. Minimum qualifications for the project will include:

1. Competence to perform the required engineering design and consulting services as indicated by the technical training, education, and experience of the engineering consultant's personnel;
2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients, including those in the public sector with respect to factors such as control of costs, quality of work, and meeting of deadlines; and
4. Maintenance or coverage by, during the period of rendering the services, of a professional liability insurance policy with a company authorized to do business in the State of Ohio, and that affords professional liability coverage for the professional design services rendered in an amount considered sufficient by the City of Strongsville, as per Ohio Revised Code Section 153.70.

Two copies of letters of interest and qualifications for engineering design and consulting services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., on Friday, August 10, 2018. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Council of the City of Strongsville, Ohio

Advertisements in Plain Dealer
July 13, 2018
July 20, 2018
July 27, 2018

Aimee Pientka, CMC, Clerk of Council and
Thomas P. Perciak, Mayor

July 13, 2018

**CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout
City of Strongsville, Ohio
Response Due Date: August 10, 2018**

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide professional engineering services for surveying, design, right of way and construction plans, contract documents and estimates, and public outreach for converting the existing signal controlled intersection of **CR 188 (Howe Road) & CR 205 (Shurmer Road)** in the City of Strongsville to a ROUNDABOUT.

Estimated Construction Cost: \$1,025,000

Required Prequalification, Combination of Prime Consultant and Subconsultants:

Non-Complex Roadway Design; Complex Roadway Design; Right of Way Plan Development; Geotechnical Engineering Services; Geotechnical Testing Laboratory; Basic Traffic Signal Design.

The plans are to be completed and on file with the City of Strongsville within four (4) months from the date of authorization.

It is anticipated that the selected Consultant will be authorized to proceed by September, 2018.

Selection Procedures

The City will directly select a consultant based on the Letter of Interest (LOI) submission after evaluation and ranking firms, any interviews which the City may deem necessary to conduct within its sole discretion, and then negotiation of a contract with the firm ranked number one, including negotiation of a fair and reasonable fee for the work based upon the final scope of services, in accordance with the requirements of the Ohio Revised Code Sections 153.65 - .71.

Firms interested in being considered for selection shall respond by submitting two (2) copies of the Letter of Interest by 4:30 PM on the response due date listed above. LOI's may be submitted by email, fax, or standard mail by the deadline to:

Mr. Ken Mukula, City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
ken.mukula@strongsville.org
(440) 580-3120

Responses received after 4:30 p.m. on the response due date will not be considered.

Scope of Services

The anticipated Scope of Services tasks are listed below:

- Field surveys and existing conditions mapping
- Utility coordination
- Subsurface investigations
- Roadway and drainage
- Utility adjustments
- Maintenance of traffic
- Traffic signalization
- Traffic control
- Retaining walls
- Right of way
- Public Outreach
- Contract documents
- Cost estimates
- Bidding and award support services

Requirements for Letters of Interest

A. Instructions for Preparing and Submitting a Letter of Interest

1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
3. Please adhere to the following requirements in preparing and binding letters of interest:
 - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - b. Page numbers must be centered at the bottom of each page.
 - c. Use 8½" x 11" paper only.
 - d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
 - e. Do not provide tabbed inserts, photographs or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, if any, their current prequalification categories and the percentage of work to be performed by each subconsultant.

3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.

4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Your firm's qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Your firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 5 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

OTHER PROPOSAL REQUIREMENTS

A. Proposal Document Completion.

1. **Disclosure of Ownership Interests.** The proposer is instructed to fill out and sign the Disclosure of Ownership Interests statements found in this document.
2. **Non-Collusion Affidavit.** The proposer is instructed to fill out and sign the Non-Collusion Affidavit found in this document.
3. **Proposal Execution Page.** The Proposal Execution Page (by a corporation, partnership or a sole proprietor) must be properly signed, attested, notarized and affixed with the corporate seal as applicable. Proposals failing to include the proper signatures will be deemed informal documents and may be subject to rejection and non-consideration.
4. **Other Forms.** The Proposer also shall fill out the following attached forms: Delinquent Personal Property Statement; Affirmative Action Certificate; Certification and Representations in Accordance with O.R.C. §3517.13 (As Amended); and No Unresolved Findings for Recovery.

B. Indemnification/Insurance. The successful proposer agrees to have sufficient liability insurance and professional liability and/or errors and omissions coverage, and to indemnify the City and hold it harmless against:

1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.
3. Any and all expenses, penalties and damages incurred by reason of proposer's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions in connection with providing the required services.

C. Proposal Deposit. No proposal deposit is required.

D. Qualifying Participants. The City has issued this RFQP and intends to contract on the basis of it with selected proposer(s).

Joint venture proposals will be accepted. If such a proposal is submitted, full data regarding each joint venturer shall be submitted and proposal documents shall be executed by each.

Proposer shall identify any subcontractor relationships, and, in such event, proposer shall assume total responsibility for all performance under the contract.

E. Nondiscrimination. Proposers shall not discriminate against any person on the basis of race, creed, color, national origin, handicap, gender, age or religion, or commit an unfair labor practice in the performance of the contract. The provision shall be incorporated within the provisions of any contracts entered into with any firm(s) retained or employed to perform any services in connection with the award of this contract.

F. Proposer Site Inspection. A duly authorized representative of the City may make such investigation as it deems necessary to determine the ability of the proposer to furnish the required services, including but not limited to making a site inspection of any of the proposer's current facilities.

G. Additional Information. The proposers shall be obligated to furnish to the City additional information and/or data as the City may request for the purpose of evaluating the proposal.

H. Familiarization with Conditions. Proposers shall be thoroughly familiar with the terms and conditions of the RFQP, and acquainted with all available information regarding difficulties which may be encountered and conditions under which the work contemplated must be accomplished.

Proposers will not be relieved from assuming all responsibility for properly identifying the problems and the estimated cost of performing the services required due to any failure to investigate the conditions, or to become acquainted with all information, schedules, and liability concerning the services to be performed.

I. Compliance with Certain Federal and State Laws. Proposers shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

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.

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

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: _____

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

NAME

TITLE

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day of
_____, 20__.

(Notary Public)

AFFIRMATIVE ACTION CERTIFICATE

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 the 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 nondiscrimination in employment as may be issued, with all the rules, regulations and orders made 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 agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

PROPOSER/CONTRACTOR

By: _____

Title: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2018.

Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, may conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

PROPOSER/CONTRACTOR

By: _____

Title: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018

Notary Public



August 10, 2018

Ken Mikula, City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Subject: Letter of Interest for CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout

Dear Mr. Mikula,

EMH&T provides solutions throughout Ohio and will successfully deliver this project using our time-tested philosophies and depth of experience as follows:

Roundabout Experience: The EMH&T team has managed, studied and/or designed 45 roundabouts over the past 10 years with 21 constructed. Our engineers have the most up-to-date roundabout training and a host of lessons learned from solving unique challenges for a variety of Ohio communities. **Our project experience is addressed on pages 7-10.**

Project Management: Abby Cueva, PE, has a successful history leading the preliminary engineering through detailed design for simple to complex roadway projects. She supplies practical designs that meet local and ODOT specifications and is mindful of client timelines, budgets and goals, and has achieved a 10 out of 10 ODOT Consultant Evaluation Score for project management on a number of her projects. **See Abby's strengths on page 3.**

Strength/Experience of Staff and Subconsultants: Our staff presented for this work is ODOT prequalified, trained, and experienced working with municipal clients throughout Ohio. They have completed hundreds of projects as a team. Their strength lies in producing well-executed designs that regularly bid within budget. **See our staff resumes beginning on page 4.**

Past Performance: EMH&T's performance history has resulted in ODOT Consultant Evaluation Scores as high as 91% on recent projects with more than 90% of our revenues coming from repeat clients. Clearly, we understand project delivery! This team regularly meets the challenges of multiple stakeholders and fiscal constraints while bringing a thorough understanding of ODOT and local processes. **See our references on page 10.**

Project Approach: Our approach to project development is straightforward and streamlined. We provide continuity of competent staff assigned to the project to ensure efficient project delivery and excellent results. **See our approach beginning on page 11.**

Project Manager Abby Cueva is reachable at 614.775.4604 or her email of acueva@emht.com. I am also available at 614.775.4510 or sdoyleahern@emht.com.

We look forward to providing solutions for the City of Strongsville!

Sincerely,

A handwritten signature in blue ink that reads 'Sandy Doyle-Ahern'.

Sandy Doyle-Ahern
President

A handwritten signature in blue ink that reads 'Abby Cueva'.

Abby Cueva, PE
Senior Project Manager

A legacy of experience. A reputation for excellence.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800

Columbus • Charlotte
emht.com

Lead Firm and Subconsultants

Lead Firm Information

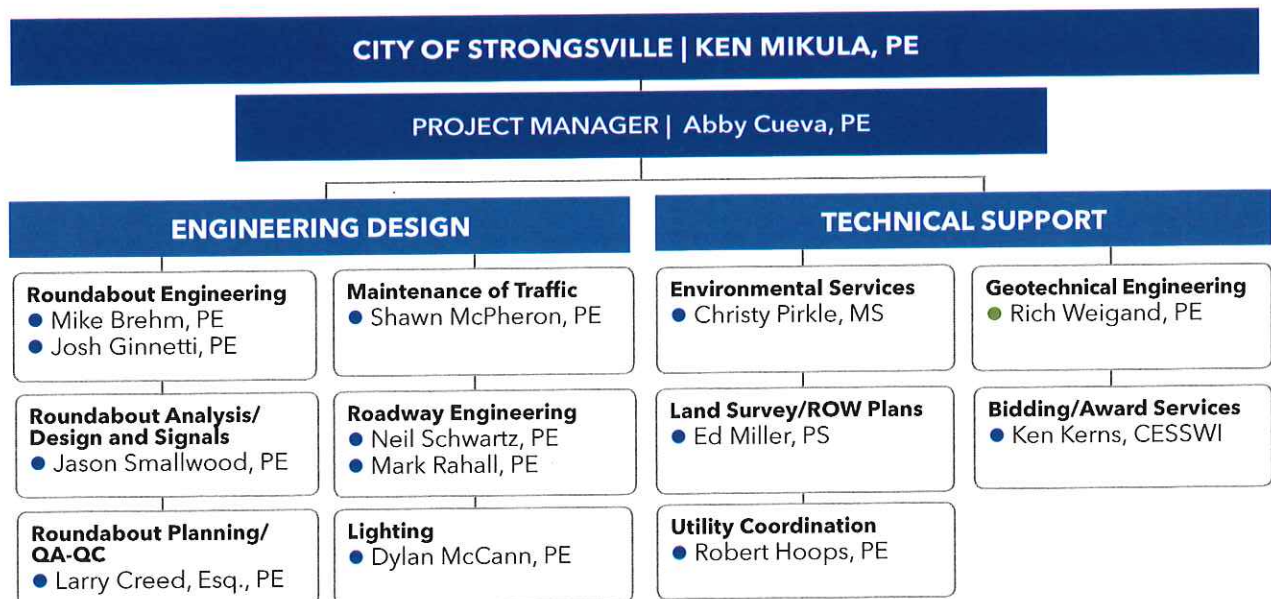
EMH&T will perform 95% of the work for this contract and is ODOT prequalified in the following categories:

- Non-Complex/Complex Roadway Design
- Bicycle Facilities and Enhancement Design
- Interchange Justification/Modification Study
- Safety Studies
- Limited/Complex Right of Way Plan Development
- Bridge Design Level 1 & Level 2
- Basic Traffic Signal Design
- Traffic Signal System Design
- Limited/Complex Highway Lighting Design
- Ecological Surveys
- Environmental Document Preparation EA/EIS, CE, Section 4(f)
- Stream and Wetland Mitigation
- Waterway Permits
- Archaeological Investigations
- Historic/Architectural Investigations
- ESA Screening, Phase I ESA & Phase II ESA
- Noise Analysis and Abatement Design
- Construction Management Firm
- Cost Accounting System - Unlimited

Subconsultant Firm Information

S&ME, Inc. is ODOT prequalified in Geotechnical Engineering Services, and Geotechnical Testing Laboratory. They will perform 5% of the work.

Team Organization



● EMH&T ● S&ME, Inc.

Project Leadership & Key Staff Members

Abby Cueva, PE, Project Manager (20 hours/week)....

Abby and her team will take great pride in being an extension of your staff. She has a passion for teamwork and combines significant technical skills with her ability to bring together multiple stakeholders to find cost effective solutions on a variety of public improvement projects. Abby's strong background in project management will provide the level of experience and leadership the City expects for this project including:

- Hands-on approach through all phases of project development and a skill for balancing the preferred alternative with fiscal constraint—ensuring a comprehensive solution is developed within the project budget.
- Significant experience on ODOT designs having managed dozens of projects across the state in the last three years alone.
- Effective communication skills that advance the project in tandem with the environmental and right of way process, maintaining the project schedule with a clear vision of critical milestone dates.
- Defined project goals reached through client communication and weekly EMH&T staff meetings.



Education:
BS, Civil
Engineering, Ohio
Northern University,
1999

**Registered
Professional
Engineer:**
OH-E-68396

A few of Abby's projects are showcased below, highlighting her project management experience:

Managed the project and design for the **Looney/Garbry Roundabout** in Piqua, Ohio—a modern roundabout with enhanced pedestrian connectivity. Developed a public communication plan to educate the community on the benefits of the proposed improvements while delivering the final design in compliance with the ODOT process.

Led the final design effort for the **Western Reserve Road (Five Points) Roundabout** in Mahoning County, Ohio—a unique five-leg roundabout that included significant utility coordination.

For the **Sarah Street Improvements** in Tiffin, Ohio, provided project management support for the reconstruction of 3,200 feet of residential street close to CSX railroad tracks. Project included sidewalks and crossings, curb replacement, streetscape lighting, landscape treatments, roadway widening, resurfacing, and enhanced pedestrian friendly access.

Managed the **Cedar Road/Brainard Road Improvements** in Cuyahoga County, Ohio. An ODOT safety project that included lane additions, pavement widening along the ramp, signal and geometry changes to allow for better flow of traffic, and the lessening of accidents for travelers.

For **Dayton-Yellow Springs Road Improvements** in Fairborn, Ohio, managed this project and addressed safety concerns and pedestrian access with the addition of turn lanes, new sidewalk and aesthetic pedestrian fence.

"EMH&T completed the preliminary study and the final engineering for the City of Fairborn's I-675 Dayton-Yellow Springs Interchange project. This was my first opportunity to work with EMH&T. Abby Cueva, the project manager, was exceptional! She exceeded my expectations in her responsiveness to Fairborn and ODOT. Abby is not only a great communicator, but excels at strategizing and problem solving. She didn't hesitate to challenge ODOT on some of their recommendations which ultimately led to a better finished product and saved money. I had a great experience with EMH&T and wouldn't hesitate to work with them again."

- Don O'Connor, City of Fairborn City Engineer (Former)

Key Lead Firm Staff Members

We have the unique distinction of providing a one-stop shop of services from within EMH&T. Collectively, our team brings expertise in roadway and roundabout design, plan preparation, utilities, public outreach, environmental permitting, maintenance of traffic considerations, and survey. For the specialized services of geotechnical engineering, we have teamed with a partner near Strongsville and one we have a valued relationship with through a multitude of similar work.

Jason Smallwood, PE, Roundabout Analysis (24 hours/week).....

Jason has been with EMH&T his entire 21-year career. He has been instrumental in the design of 30 roundabouts from feasibility studies through detailed design featuring both single and double lane roundabouts on moderate and high-speed roadways and 14 additional roundabout feasibility studies.



Jason's roundabout involvement extends beyond the geometric layout to include analysis, lighting, signing and pavement marking. He uses HCS, RODEL and SIDRA (roundabout capacity software) to ensure the planned design will provide the best level-of-service possible.

Jason's expertise extends to the planning and design of traffic signals, signal systems, traffic control, maintenance of traffic, and roadway lighting. His experience includes:

- Analysis of the **New Albany Road/Fodor Road Roundabout**—first roundabout open to traffic within the City of Columbus. Three-legged roundabout reduced the amount of pavement when compared to the existing conditions and was constructed while fully maintaining traffic. Single lane roundabout reduced/eliminated vehicle queues and improved access to adjacent retail developments.
- **Hyland Croy Road/Brand Road Roundabout** in Dublin, Ohio, analysis addressed unique geometry needed to accommodate a slightly skewed intersection. Roundabout was opened to traffic as a single lane roundabout, but would easily expand to a double lane roundabout should Hyland-Croy Road be widened in the future. Temporary traffic signal carts were used to address special maintenance of traffic needs associated with the close proximity to the adjacent high school.
- Analysis of the **Fields Ertel/Columbia Road Roundabout** in Hamilton/Warren counties minimized property impacts by optimizing the size of the roundabout and using the existing roadway alignment as much as practical. Analyzed the need for multiple approach speeds and abundance of residential drives within the influence area of the roundabout.
- Analysis of a three-legged roundabout at the **Leap Road/Anson Road** intersection in Hilliard, Ohio, was tailored to accommodate a large volume of truck traffic. Technically a three-legged roundabout, it incorporated a private driveway that functions as a fourth leg providing access to an adjacent trucking facility.
- Analyzed a roundabout at **Gender Road/Lithopolis Road** in Canal Winchester, Ohio, that can be easily expanded. Placement of the center of the roundabout was in a location that allowed the majority of the improvement to be constructed away from the existing intersection allowing traffic to be maintained for critical arterial traffic movements.
- Analysis of a five-legged roundabout at the **Western Reserve Road (Five Points) Roundabout** in Mahoning County, Ohio, accommodating critical traffic movements within the corridor. Understanding the need to provide traffic connectivity to businesses and commercial properties, the final design improved intersection safety without adversely affecting access points.

Mike Brehm, PE, Roundabout Engineering (24 hours/week).....

Mike is an experienced project manager who has been with EMH&T for his entire 15-year career. He has successfully delivered a multitude of state and local projects involving multiple jurisdictions and funding sources.



He has designed roadway projects varying from complex interchanges to modest intersection improvements including: preliminary engineering, preparation of roundabouts and roadway plans, and design for drainage, geometrics, interchanges, water mains, and utility duct banks.

Mike has personally led the design and project management for 10 constructed roundabout intersections in seven different Ohio communities and prepared studies for a dozen others. His adeptness at solving unique challenges is best demonstrated through his experience below:

- Delivered a low-impact design for the **New Albany Road/Fodor Road Roundabout** for Columbus, Ohio—the first roundabout open to traffic in the City of Columbus. The design required no right of way acquisition, maintained all traffic movements during construction through a complex construction-phasing plan, and resulted in no private utility relocations.
- Designed the expandable **Hyland-Croy Road/Brand Road Roundabout** at this skewed intersection in the City of Dublin while managing a flood-prone stream crossing and avoiding impacts to a 12-inch high-pressure natural gas main.
- Developed preliminary engineering and detailed design for the **Fields-Ertel Road/Lebanon Road/Columbia Road Roundabout** as an alternative to a traditional signalized intersection. The roundabout alternative was 50% less expensive than a signalized intersection improvement and affected 70% fewer private property owners in Warren and Hamilton counties.
- Designed the **Gender Road/Lithopolis Road Roundabout** in rapidly growing Canal Winchester, Ohio, with the future in mind. Roundabout was opened as a single-lane three-leg roundabout with provisions for easily expanding to multiple lanes and adding a fourth leg. Assisted the City in the public involvement efforts for their first roundabout.
- Accelerated delivery of the **Britton Parkway/All Seasons Drive Roundabout** in Hilliard, Ohio. Preliminary and final design were completed in only 6-months for this \$2 million retrofit of a traditional three-leg intersection, converted to a four-leg roundabout to provide access to an adjacent commercial development.
- Coordinated early in project development with the owner of two petroleum pipelines for the **Western Reserve Road (Five Points) Roundabout** for Mahoning County, Ohio. Pipeline regulations were taken into account during geometrics development to avoid impacts.
- Met the aggressive 8-month schedule set by the City of Athens for the **Stimson Avenue Roundabout** by understanding all of the moving parts and knowing how to set the pieces in motion—in many cases simultaneously.

Jason Smallwood and Mike Brehm led presentations for [Roundabouts that Reduced Project Impacts and Costs](#) at the 2017 Ohio Roundabout Conference sponsored by ODOT's Local Technical Assistance Program (LTAP). LTAP assist local governments in managing and maintaining safe, cost-effective, and environmentally sound transportation systems by providing training and technical assistance in the areas of safety, workforce development, infrastructure management, and organizational excellence. The conference brought together transportation planners, design engineers, elected officials, and others involved with current or future roundabouts in their communities.

Larry Creed, Esq., PE, Planning/QA & QC (12 hours/week)

- Thirty-two years of experience leading the activities of one of the largest traffic engineering consulting practice groups in Ohio.
- Trained and prequalified to manage the planning phase of projects through ODOT's Project Development Process.
- Extensive experience with roundabouts, road diets, bikeways and mobility options and provided planning and public/private coordination for the Fodor/New Albany roundabout.



Neil Schwartz, PE, Roadway Engineering (32 hours/week).....

- Fifteen years of experience designing public projects—specializing in roadway, pedestrian, stormwater, and traffic design.
- Full understanding of local codes and statutes, multiple CAD platforms, and ODOT design standards.
- Supported the Fields/Ertel, Looney/Garbry and several other roundabouts throughout Ohio.



Mark Rahall, PE, Roadway Engineering (32 hours/week).....

- Ten years of experience in transportation engineering providing preliminary and detailed design of minor and major roadway and interchange projects through final design.
- Highly proficient with MicroStation and GEOPAK software and well-versed in local and ODOT design standards.
- Provides preliminary engineering support for roundabouts.



Josh Ginetti, PE, SI, Roundabout Engineering (24 hours/week)

- Six years supporting preliminary through final design of a wide range of transportation projects including four constructed roundabouts.
- Provides plan production, quantities calculations, and cost estimating for roadways.
- Designs curb ramps, horizontal and vertical alignments, storm drainage, typical sections, intersection geometrics, and grading.



Dylan McCann, PE, Lighting (24 hours/week).....

- Six years of traffic engineering experience preparing traffic signal, traffic control plans, and roundabout geometric reports.
- Expertise in site lighting plans, photometric layouts, LED lighting, and voltage drop calculations.
- Supported the design of the Stimson/McKinley, Western Reserve, Looney/Garbry, and Cheshire Road roundabouts.



Shawn McPheron, PE, Maintenance of Traffic (24 hours/week).....

- Eighteen years of experience with a focus on maintenance of traffic (MOT) and traffic control throughout the State.
- Develops detailed staged construction plans to minimize impacts on the traveling public, while maximizing construction efficiency.
- Provided MOT and/or traffic engineering for Stimson, Looney/Garbry, Hyland-Croy/Brand, Western Reserve, Gender/Lithopolis, and Fields Ertel roundabouts.



Robert Hoops, PE, Utility Coordination (16 hours/week).....

- Eleven years of experience with roadway engineering, plan production and utility coordination.
- Performs project coordination/identification of utilities and provides proven alternatives to conflicts early in design to maintain project schedule and budget.
- Designs and assembles utility plans and is the lead utility coordinator for ODOT and municipal projects.



Christy Pirkle, MS, Environmental Services (26 hours/week).....

- Nineteen years managing ODOT’s environmental process and various state/federal regulatory agencies’ requirements for NEPA and Clean Water Act documentation, such as FHWA, USEPA, USACE, and Ohio EPA.
- Well-versed in providing management of tasks needed to fulfill the full suite of environmental services for transportation projects.



Ken Kerns, CESSWI, Bidding/Award Services (15 hours/week).....

- Twenty-two years of experience providing construction management, bidding and project management of new and reconstruction projects including public roadways, storm sewer, excavation, grading, and traffic control systems.
- Works with state transportation departments, city, county, township and private clients on construction and paving projects.



Ed Miller, PS, Land Survey/ROW Plans (24 hours/week).....

- Twenty years providing survey and right of way plan development for all ODOT and municipal projects.
- Responsible for establishing existing roadway centerlines, right of way and boundary lines, and oversees courthouse research and preparation of all legal descriptions.
- Provides base mapping, retracement of existing centerlines, right of way for parcels, and creation of legal descriptions for warranty takes, temporary takes, and various easements.



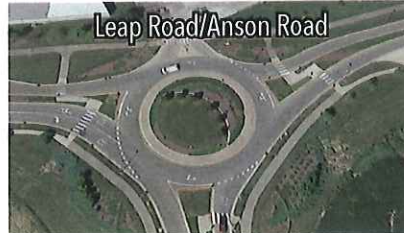
Key Subconsultant Staff Members

Rich Weigand, PE, Geotechnical Engineering/S&ME

- Twenty-five years in geotechnical engineering, foundation engineering, slope stability analyses, pavement design, construction observations and materials testing.
- Managed hundreds of ODOT, county/municipal geotechnical pavement projects throughout the state.

Similar Project Experience

Within the last 10 years, EMH&T has studied and/or designed 45 roundabout projects in Ohio. From a feasibility study and preliminary engineering, to preparing plans, our team's expertise allows us to produce roundabout projects with no learning curve, and a broad range of design solutions.



Constructed (21)

1. Buckeye Parkway/Pinnacle Club Drive, Grove City
2. Hyland-Croy Road/Glacier Ridge Boulevard, Dublin
3. Hyland-Croy Road/Wells Road, Union County
4. Hyland-Croy Road/Ryan Parkway, Union County
5. Hyland-Croy Road/Brock Road, Union County
6. Britton Parkway/Davidson Road, Hilliard
7. Britton Parkway/Anson Drive, Hilliard
8. Leap Road/Anson Drive, Hilliard
9. New Albany Road/Fodor Road, Columbus
10. Hyland-Croy Road/Brand Road, Dublin
11. Mill Run Crossing/Glenwood Commons, Delaware
12. Baronet Boulevard/Burnett Lane, Dublin
13. Burnett Lane/Tartan Ridge Boulevard, Dublin
14. Worthington Road/Worthington Road Extension, Westerville
15. Fields-Ertel Road/Columbia Road, Warren County
16. Britton Parkway/All Seasons Drive, Hilliard
17. Gender Road/Lithopolis Road, Canal Winchester
18. Orders Road/Haughn Road, Grove City
19. North Star Road/Waltham Road/Kinnear Road, Upper Arlington
20. Cheshire Road/Winterbourne Drive, Delaware
21. Stimson Avenue/McKinley Avenue, Athens

Plans Approved/Construction Pending (8)

22. Cheshire Road/Kingman Hill Drive, Delaware
23. Home Road Extension/New Road A, Union County

24. Home Road Extension/Hyland-Croy Road, Union County
25. Home Road Extension/New Road B, Union County
26. Home Road/Jerome Road, Union County
27. Hyland-Croy/Eversole Parkway, Union County
28. Hyland-Croy/New Road C, Union County
29. Looney Road/Garby Road, Piqua

Plans In Progress (2)

30. Western Reserve Road Roundabout, Mahoning County
31. SR-129/I-75 Butler County, OH

Preliminary Feasibility Study Complete (14)

32. Northwest Boulevard/Waltham Road, Upper Arlington
33. 17th Avenue/I-71 SB Ramps, Columbus
34. 17th Avenue/I-71 NB Ramps, Columbus
35. Convention Center Drive/Kilbourne Street, Columbus
36. US 62/Market Street, New Albany
37. Fodor Road/Market Street/Dublin-Granville Road, New Albany
38. Frederick Pike/Dog Leg Road/Meeker Road, Montgomery County
39. Wilcox Road/Riggins Road, Franklin County
40. Davidson Road/Erickson/Norwich Drive, Hilliard
41. Morse Road/Beech Road, New Albany
42. W. Main Street/Dublin Granville Road, New Albany
43. Chapel Road/SR 132, Clermont County
44. Morse Road/US 62, Franklin County
45. Central Boulevard, Columbus, OH

The following pages feature some of our roundabout projects.

Stimson Avenue/McKinley Avenue Roundabout Athens, OH/ODOT District 10

EMH&T led the extension of McKinley Avenue and a four-leg roundabout at the new intersection of McKinley Avenue and Stimson Avenue. The roadway extension connected Mill Street and Stimson Avenue with a goal of improving safety for the traveling public, improving through traffic and commercial truck access to the surrounding area, and creating an enhanced gateway to the City of Athens and Ohio University from US-33 and US-50. Our work included survey, preliminary and final design, decorative street lighting, stormwater design, environmental services, and right of way acquisition services. EMH&T provided solutions to complex traffic challenges and accelerated all aspects of project development to meet the stringent eight-month schedule for plan delivery while fully complying with the ODOT project development process requirements.



"EMH&T clearly understood all of the factors that lead to a well-planned roadway and designed accordingly. With their in-house experts, we were able to address traffic issues quickly and keep the project moving forward seamlessly"

Andrew Stone, PE
Athens City Engineer

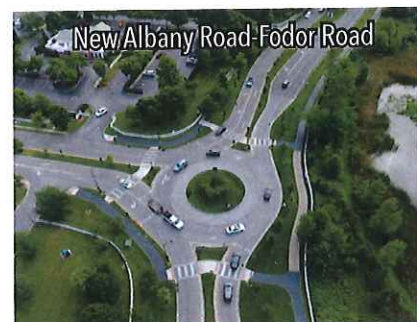
Gender Road/Lithopolis Road Roundabout Canal Winchester, OH



EMH&T studied the South Gender Road (SR-674) at Lithopolis Road in order to identify improvements for the intersection. The study provided current and future traffic volumes, which led to short and long-term strategies to improve the safety and capacity of the intersections. The selected alternative was an expandable roundabout intersection. Opened to traffic in 2014, it functions as a single lane three-leg roundabout in the interim-build condition, with provisions for expanding the intersection to multiple lanes and adding a fourth leg in the future. The project also included design and construction of a 500-ft long improved storm sewer outlet.

New Albany Road-Fodor Road Roundabout Columbus, OH

The New Albany Road/Fodor Road intersection experienced significant congestion and delays during peak periods. It was deteriorating in terms of safety performance, yet it did not have enough traffic volume sustained throughout the day to warrant installation of a traffic signal under applicable regulations. EMH&T provided a feasibility study for the City of Columbus and City of New Albany that recommended a modern roundabout to improve intersection capacity and reduce conflict points and crashes. The concept gave improved access to adjacent land uses without compromising roadway operations. Born from a unique partnership between the Kroger Company and the City of Columbus, this Public-Private Partnership (3P process) was the first modern roundabout opened to traffic in the City of Columbus.



"EMH&T worked closely with us to understand our concern for customers and to provide a well-executed traffic plan during construction that focused on continued access to the local Kroger complex and other area businesses,"

Jim Brown, Kroger Company Regional Construction Manager

Britton Parkway/All Seasons Drive Roundabout Hilliard, OH

This two million dollar project included the retrofitting of a traditional three-leg intersection with a four-leg modern roundabout to provide access to an adjacent commercial development. To keep pace with other area projects, EMH&T completed this design from notice-to-proceed to signed drawings in less than seven months. The design included sidewalk, shared-use path, on-street shared-lane markings for bicycles, street lighting, storm sewer modifications, and a regional detention basin which benefitted both public and private infrastructure. Our services also included topographic survey, boundary survey, and preparation of legal descriptions.



"EMH&T did an excellent job of delivering the level of design quality and project management that the City expects while meeting the developer's aggressive schedule."

Letty Schamp, PE, Hilliard City Engineer

Fields Ertel Road/North Lebanon Road/Columbia Road Hamilton/Warren Counties, OH

EMH&T improved capacity and traffic flow at the intersection of Fields Ertel Road, Lebanon Road and Columbia Road with a modern roundabout that considered the tremendous residential and commercial growth within the project area and provided capacity for future traffic volumes. Compared to a traditional signalized intersection alternative, EMH&T's roundabout design reduced the construction cost by more than 50% and reduced the number of affected property owners by 70%. EMH&T provided significant stormwater design for new roadside storm sewer systems and post-construction BMP features to provide water quality and quantity control. Other services included lighting design, design of low-maintenance landscape, and preparation of right of way plans. This roundabout was constructed in 2016.



Western Reserve Road (Five Points) Roundabout Mahoning County, OH/ODOT District 4

EMH&T provided a roundabout study and professional design services for the 5-Points intersection as part of an ODOT LPA project through District 4. EMH&T evaluated current and future traffic volumes at this highly congested intersection to provide a long-term solution focused on improving safety and capacity within the corridor. In partnership with the County and ODOT, the preliminary engineering phases evaluated alternative alignments and roundabout configurations while minimizing impacts to properties, environmentally sensitive areas, and petroleum pipelines adjacent to the project. The preliminary alternatives considered options for future development, currently programmed for the northwest corner of the intersection, ensuring the single-lane roundabout achieves the County's desire to improve safety while providing opportunities for economic development in the region. This unique five-leg roundabout is currently in detailed design and is scheduled to be constructed in 2019.



Rendering created with InfraWorks software

Looney Road/Garbry Road Roundabout Piqua, OH/ODOT District 7

EMH&T designed the intersection of Looney Road and Garbry Road for a modern roundabout with enhanced pedestrian connectivity. This roundabout is under construction to be completed by Fall of 2018. Beginning with the preliminary engineering study, EMH&T developed alternatives to advance a preferred alternative balancing intersection geometry and operations while addressing future development needs adjacent to the project location, including an improved intersection level of service. EMH&T executed a public communication plan educating the community on the benefits of the proposed improvements while delivering the final design in compliance with the ODOT LPA process.



"One of the most important aspects of this project was navigating the public involvement efforts, in partnership with ODOT, to advance the project through the NEPA process. EMH&T was extremely integral in this effort. I was amazed at how smoothly the public meetings went and credit EMH&T's involvement for their supporting role in helping our citizens understand both the benefits of a roundabout and future traffic pattern changes."

-Amy Havenar, PE, Piqua City Engineer

Workload and Availability

With our diverse expertise and qualified staff, we can easily accommodate this project, relying on the bench strength of 300+ technical and professional personnel in-house for support, if needed. Our availability for this project is listed with each staff member's resume.

Equipment and Facilities

EMH&T's headquarters is on 16 acres totaling more than 100,000 square feet. Each of the three floors are carefully divided to accommodate the various functional units (land planning, environmental engineering, survey, civil/site engineering, etc.) while at the same time providing great flexibility for designated project teams to work collaboratively amongst the various disciplines. EMH&T uses innovative technology, methods, and equipment and is a leader relative to new equipment developments within our profession. We utilize the following equipment and software to perform:

- AutoCAD Civil 3D 2018
- Microstation v8i
- Geopak
- Autodesk InfraWorks
- SketchUp
- InDesign
- Photoshop
- SignCAD
- Sidra
- Rodel
- HCS
- Transmodeler SE

References

EMH&T encourages the City to contact the references below to validate our ability to provide proven cost control, quality work, and deadline adherence.

- Amy Havenar, PE, City of Piqua, OH, ahavenar@piquaoh.org, (937) 778-2044
- Andrew Stone, PE, City of Athens, astone@ci.athens.oh.us, (740) 593-7636
- Mike Stipetich, PE, PS, Mahoning County Engineer, mstipetich@mahoningcountyoh.gov, (330) 799-1581

Insurance Coverage

EMH&T carries the requested general and professional liability insurance. Our insurance certificates are included along with the other required documents located in the Appendix.

Project Approach

Our design team has examined the scope of services for the project, visited the site, and reviewed goals and objectives with the City in anticipation of the current project. Throughout project development, your Project Manager (PM) Abby Cueva will partner with the City and champion this exciting project. While the fundamental objective is straightforward—provide a safer, more efficient intersection at Howe Road and Shurmer Road—a number of factors favor the selection of an engineering firm capable of bringing value to the following key tasks:

- **Accelerated project delivery** to ensure that plans are filed within 4 months of notice to proceed.
- Integrated role in **public outreach**.
- **Technical precision** in roundabout design in full compliance with national standards.
- **Proactive coordination** of private utility impacts and right of way acquisition minimization.
- **Phased construction** approach that strikes a balance between constructability, traffic maintenance, and cost.

Accelerated Delivery: We understand the City’s objective to have approved plans within 4 months is aggressive, and well within EMH&T’s skill set to deliver. Our experience has proven that when you combine the right staff, management approach, and dedicated hard work, this goal is attainable. Over the course of the last decade, our team has lead many accelerated delivery efforts including the following roundabouts:

- Britton/All Seasons (Hilliard, 2013): from NTP to Approval in **7 months**
- Gender/Lithopolis (Canal Winchester, 2015): Concept to Approval in **8 months**
- Stimson/McKinley (Athens, 2017): NTP to Approval in **8 months**

From our experience with these projects and others, **communicating** closely with the client to discuss key decision points, and skillfully **managing the “schedule killers”** (including right of way acquisition, utility relocations, environmental permitting, and even public outreach) are absolutely key.

Public Outreach: As a hands-on PM, Abby has a successful history leading the public outreach effort for simple to complex roadway projects. She excels at communicating with clients and stakeholders with a true passion for partnering to help solve their transportation challenges. She understands the art of public outreach and the need to clearly communicate the scope and intent of the project to various stakeholders, including the traveling public. EMH&T has an established history of providing excellent presentations and materials as part of public outreach and routinely conducts public open-house meetings. We have successfully presented public education materials for over a dozen roundabout projects, including several that were a “first” for a community (most recently, the City of Piqua). Our toolbox includes presentations, easy to understand exhibits, and general roundabout education materials. In addition, we have successfully produced 3D renderings for the events as the visualizations provide a clear image of the proposed improvements. In fact, our team is on the leading edge of InfraWorks 3D modeling, and develops **cost-effective model-based graphics**. The model enables our designers to verify grades, potential conflict points, and visualize lines of sight from the perspective of a vehicle approaching or entering the roundabout as we advance each phase of design.

Technical Precision In Roundabout Design: Our in-house roundabout design technical experts, Jason Smallwood and Mike Brehm have developed construction plans or feasibility studies for 45 modern roundabouts—all in Ohio. We will leverage their experience to design a modern roundabout that successfully combines the full array of critical design elements. We will also engage and discuss the City’s preferences, philosophies, public and property owner concerns, and likes and dislikes in roundabout design. Following this kick-off discussion, we will develop a roundabout schematic including a detailed roundabout geometry report to fully document roundabout size, capacity, location, speed curve consistency, design vehicle sweep paths, and intersection sight distance. **EMH&T understands that proper development of the approach geometry is critical to realizing the full safety and capacity benefits of a roundabout controlled intersection.** Our geometry report will detail speed curve analyses including through,

left, and right turning vehicles, graphically illustrating that a maximum speed differential between entering and circulating traffic will not exceed 12 to 15 miles per hour (a threshold documented in NCHRP Report 672, published by the Federal Highway Administration).

The existing tee shaped geometry at the Howe Road/Shurmer Road intersection will require unique design considerations when the preliminary roundabout concept is advanced, including:

- Refinement of approach geometry to correctly align entering traffic with circulating pavement. It is important that drivers receive positive guidance on the required travel path.
- As documented in NCHRP Report 672, Exhibit 6-11, approach leg configurations with a "Y" shape must be carefully evaluated and mitigating measures implemented to control speeds. Areas of concern at this intersection include northbound through movement and eastbound to southbound right turn movement.
- Detailed evaluation of pedestrian facilities and crosswalk placement. Pedestrians crossing a roundabout should only have to contend with one direction of traffic at a time. This requires a median width of 8 feet to accommodate two sets of detectable warnings and a 4 foot landing. For a single lane approach, pedestrian crosswalks should be placed one car length back from the yield line.
- Splitter islands should be located within 3 feet of circulating pavement.

The Howe Road/Shurmer Road Traffic Improvement Study (February 2018) provides references to the possible expansion from a single-lane roundabout to a double-lane roundabout. However, capacity analysis worksheets in the report seem to indicate a single-lane roundabout is expected to accommodate both opening year and horizon year traffic forecast. If there are other factors driving the need for expansion to a double lane roundabout, substantial design modifications are needed to the preliminary design furnished in the traffic study. EMH&T is not recommending expansion to a double lane roundabout, although provides the following:

- The inscribed circle diameter (overall size) must be designed to accommodate the two-lane condition to prevent completely rebuilding the intersection. The typical inscribed circle diameter (ISD) of a two-lane roundabout is approximately 180 feet. The roundabout as presented in the study provides for a 130 foot ISD. This smaller size will likely not accommodate a two-lane scenario. **EMH&T has designed several roundabouts that accommodate the possibility of future expansion that are easily converted by simply removing small sections of the splitter islands.**

Elements such as street lighting and low maintenance landscaping provide visual cues that complement the roundabout geometry, further aiding in speed reduction. We will focus on the small details, including light pole placement to illuminate pedestrian conflict areas, school bus tracking without use of the truck apron, and positive/negative cross slope at key locations to help control speed, intersection sight distance for both approaching and circulating traffic, and driveway placement near the intersection to name a few. EMH&T will bring all of these design elements, large and small, together to provide an optimal roundabout design.

Utilities/Right of Way: The level of impacts to right of way and private utilities will be greatly dependent on the final design and proposed geometry. We recognize that minimizing right of way and utility impacts is key to containing project cost and schedule; understanding these impacts is imperative to final design. EMH&T will efficiently provide legal descriptions and exhibits to aid the City in acquiring the required land, if desired. Early coordination with the utility owners will be critical, especially with the overhead electrical system, gas lines, and joint users. Similar to our recent roundabout project in Piqua, we will work with the electric utility on a concept for pole relocations during geometric design. Our final design will accommodate future pole locations to ensure utility relocations can take occur within the planned right of way.

Construction Phasing/Traffic Maintenance: The fastest and least expensive option for traffic maintenance is a full closure of the intersection. However, the likely geometry of the proposed roundabout will allow for much of the roundabout to be constructed off-line while maintaining major traffic movements and minimizing disruption to traffic for a large portion of the project. We will work with the City to evaluate phasing alternatives to find the **optimum balance between constructability, traffic disruption, and cost.**

Appendix

The following forms are included:

- Disclosure of Ownership Interests
- Non Collusion Affidavit
- Proposal Execution Page
- Delinquent Personal Property Statement
- Affirmative Action Certificate
- Certification and Representations in Accordance with ORC 3517.13
- No Unresolved Findings for Recovery
- EMH&T Insurance Certificates

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio)
) SS:
COUNTY Franklin)

Sandra Doyle-Ahern, 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 President of EMH&T, 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.

Sandra Doyle-Ahern

Doug Romer, PE

Charles Rodenfels, AIA, LEED AP

Jeff Strung, PLA, ASLA

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

President: Sandra Doyle-Ahern

Directors:

Vice President: Charles Rodenfels, AIA, LEED AP

Secretary: Doug Romer, PE

Treasurer: Doug Romer, PE

Manager/Agent

Attorneys:

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

NAME

TITLE

Sandra Doyle-Ahern

President

Doug Romer, PE

Chief Operating Officer

FURTHER AFFIANT SAYETH NAUGHT.

Sandra Doyle-Ahern
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 25th day of July, 2018

Candie K. Lester
(Notary Public)



Candie K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Franklin)

Sandra Doyle-Ahern, being first duly sworn, deposes and says that
he/she is 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.

Sandra Doyle-Ahern
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 25th day
of July, 2018.

Candie K. Lester
Notary Public



Candie K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, may conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

PROPOSER/CONTRACTOR

EMH&T

By: *Sandra C. Douglas*
Title: President
Date: July 25, 2018

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 25th day of July, 2018

Candle K. Lester
Notary Public



Candle K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020

DELINQUENT PERSONAL PROPERTY STATEMENT

Sandra Doyle-Ahern, having been awarded a Contract by the City of (name of proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Auditor and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

EMH&T

(Company Name)

By: Sandra C Doyle Ahern

Its: President

STATE OF Ohio)
COUNTY Franklin) SS:

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 25th day of July, 2018

Candie K Lester
Notary Public



Candie K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020

AFFIRMATIVE ACTION CERTIFICATE

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 the 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 nondiscrimination in employment as may be issued, with all the rules, regulations and orders made 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 agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: EMH&T
By: Sandra C. Doyle Akers
Date: July 25, 2018

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

PROPOSER/CONTRACTOR

EMH&T

By: *Sandra C. Bongheri*
Title: President

Date: July 25, 2018

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 25th day of July, 2018.

Candie K. Lester
Notary Public

Candie K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020



AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Franklin)

Sandra Doyle-Ahern, whose title is President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of EMH&T, the party making the enclosed Proposal, and says further that said President (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Sandra C Doyle Ahern
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 25th day of July, 2018

Candie K Lester
Notary Public



Candie K. Lester
Notary Public, State of Ohio
My Commission Expires 02-17-2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Huntington Insurance, Inc. 37 W. Broad St. Columbus, OH 43215 888 576-7900
CONTACT NAME: Frankie Nesbit
PHONE (A/C, No, Ext): 614-899-8504
E-MAIL ADDRESS: frankie.nesbit@huntington.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Company NAIC # 10677
INSURER B: Cincinnati Indemnity Co. 23280

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER 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: Steve Wecker



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2018

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 The James B. Oswald Company 1100 Superior Ave., Suite 1500 Cleveland OH 44114	CONTACT NAME: Serena Turchik	
	PHONE (A/C, No, Ext): 216-839-2800	FAX (A/C, No): 216-839-2815
E-MAIL ADDRESS: sturchik@oswaldcompanies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Co.		37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED EMH&T-1
 EMH&T
 Evans, Mechwart, Hambleton & Tilton, Inc.
 5500 New Albany Rd
 Columbus OH 43054

COVERAGES **CERTIFICATE NUMBER:** 1395125897 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date:01/01/1926	N	Y	DPR9927993	7/1/2018	7/1/2019	Each Claim \$5,000,000 Aggregate \$7,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER Specimen Certificate For Purposes of Evidencing Coverage Only OH 43054	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

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CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 162

BY: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Assessment Equalization Board appointed by Resolution No. 2018-129, adopted on September 4, 2018, to hear and determine all objections to the estimated special assessments for the improvement in the City of Howe Road from a point approximately 250 feet south of its intersection with Falmouth Drive southerly to a point approximately 230 feet north of its terminus at Boston Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2018-073, adopted on June 4, 2018, has filed its report with this Council as to its determination of the objections, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed that report and deems it proper in all respects;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, THAT:

Section 1. Approval of Report of Assessment Equalization Board. The report of the Assessment Equalization Board referred to in the preambles to this Resolution, and attached hereto as Exhibit A, is approved. The estimated special assessments as reported by the Assessment Equalization Board shall be filed in the office of the Clerk of Council.

Section 2. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 4. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and

safety of the City and for the further reason that this Resolution is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate existing and potential hazards to the health and property of the owners of the properties to be assessed by providing sanitary sewage collection service; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
 Clerk of Council

Res.
 ORD. No. 2018-162 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT A

REPORT OF ASSESSMENT EQUALIZATION BOARD

December 3, 2018

To the Council of the City of Strongsville, Ohio:

We, the Assessment Equalization Board appointed and acting pursuant to Resolution No. 2018-129, adopted on September 4, 2018, report that at the time and place fixed by that Resolution for its first meeting we took the oath of office and thereafter heard and determined all the objections of the property owners who filed objections to the estimated special assessments for the improvement of Howe Road from a point approximately 250 feet south of its intersection with Falmouth Drive southerly to a point approximately 230 feet north of its terminus at Boston Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2018-073, adopted on June 4, 2018 (the Resolution of Necessity), declaring the necessity of that improvement.

This Board has considered each of the objections to the estimated special assessments, or to the amount and apportionment of those special assessments, and finds those objections are not well taken and therefore overrules and denies each objection (excepting the objection relating to Permanent Parcels Nos. 397-35-011 and 397-35-024, which was withdrawn by the property owner).

The Board also finds that the estimated special assessments for this improvement on file with the Clerk of Council are in accordance with the provisions of the Resolution of Necessity, are limited as to each lot and parcel of land to the special benefits conferred thereon, and those special assessments are therefore approved.

This Board finds and determines that all formal actions of this Board concerning and relating to the rendering of this Report were adopted in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law and that this Report constitutes the minutes of that hearing and deliberations of this Board.

ASSESSMENT EQUALIZATION BOARD



John W. Rady, Chairman



Robert R. Lucarelli



Nick Stepanovich

* * * * *

I certify that: (i) the foregoing is a true and correct copy of the report of the Assessment Equalization Board, (ii) the report was filed with me as Clerk of Council on or before December 3, 2018, and (iii) the Board has not recommended increasing the estimated special assessment against any lot or land or assessing a lot or land not included in the estimated special assessments, the owner of which has not filed an objection with respect to that lot or land.

Dated: December 3, 2018

Clerk of Council
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 163

BY: Mayor Perciak and All Members of Council

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has adopted Resolution No. 2018-073 on June 4, 2018 (the Resolution of Necessity), declaring the necessity of making the improvement described in Section 1 (the Resolution of Necessity); and

WHEREAS, this Council has adopted Resolution No. 2018-162 on December 3, 2018, approving the report of the Assessment Equalization Board, appointed by Resolution No. 2018-129, adopted on September 4, 2018;

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

Section 1. Determination to Proceed with Improvement. It is determined to proceed with the improvement in the City of Howe Road from a point approximately 250 feet south of its intersection with Falmouth Drive southerly to a point approximately 230 feet north of its terminus at Boston Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto.

Section 2. Improvement to Be Constructed in Accordance with Plans, Specifications and Estimate of Cost. The improvement shall be made in accordance with the provisions of the Resolution of Necessity and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3. Claims for Damages. Any claims for damages resulting from the improvement that have been legally filed shall be inquired into before commencing the construction of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 4. Portion of Cost of Improvement to be Assessed. The portion of the cost of the improvement to be assessed in accordance with the Resolution of Necessity shall be assessed in the manner and the number of installments provided, and on the lots and lands described, in the Resolution of Necessity, giving effect to the subsequent consolidation of Permanent Parcels Nos. 397-35-011 and 397-35-024 into a new parcel.

Section 5. Approval of Estimated Special Assessments. The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted, giving effect to the subsequent consolidation of Permanent Parcels Nos. 397-35-011 and 397-35-024 into a new parcel.

Section 6. Certification and Delivery of Ordinance to County Fiscal Officer. The Clerk of Council shall deliver a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer within 15 days after its passage.

Section 7. Contracts for the Improvement. Subject to the provisions of Section 727.24 of the Revised Code, the Mayor or other appropriate officer of this City is authorized and directed, as soon as the funds are available and the Director of Law has advised that the legal requirements in connection with the undertaking of the improvement are in order, to make and execute a contract for the improvement with the lowest and best bidder after advertising according to law, and the improvement shall be financed as provided in the Resolution of Necessity.

Section 8. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 10. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate existing and potential hazards to the health and property of the owners of the properties to be assessed by providing sanitary sewage collection service; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>	Attest: _____	
Carbone	_____	_____	Clerk of Council	
DeMio	_____	_____	ORD. No. <u>2018-163</u>	Amended: _____
Kosek	_____	_____	1st Rdg. _____	Ref: _____
Roff	_____	_____	2nd Rdg. _____	Ref: _____
Schonhut	_____	_____	3rd Rdg. _____	Ref: _____
Short	_____	_____	_____	_____
Vacancy	_____	_____	_____	_____
			Pub Hrg. _____	Ref: _____
			Adopted: _____	Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 164

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE HOWE ROAD SOUTH SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Howe Road South Sanitary Sewer Project, consisting of installation of approximately 1,960 LF of sanitary sewer, manholes, sanitary connections, appurtenances and pavement replacement, from a point approximately 250 feet south of Howe Road's intersection with Falmouth Drive southerly to a point approximately 230 feet north of its terminus at Boston Road, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other State and local funds which may be made available for the Project.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 4. That this Resolution 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 in order to advertise for public bidding of the aforesaid project in a timely manner to commence such project in order to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, to improve properties within the City and to conserve public funds. Therefore, provided this Resolution 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: _____

CITY OF STRONGSVILLE
RESOLUTION NO. 2018 – 164
PAGE 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
Clerk of Council

Res.
ORD. No. 2018-164
1st Rdg. _____
2nd Rdg. _____
3rd Rdg. _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 165

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A TEMPORARY MONOPOLE TOWER AND EQUIPMENT CABINET ON A PORTABLE TRAILER, ON PROPERTY LOCATED AT 13285 PEARL ROAD (PPN 396-08-006), IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, T-Mobile Central, LLC currently leases a portion of property at the Cleveland Water Tower site in the City of Strongsville for wireless telecommunications purposes; and

WHEREAS, inasmuch as the Water Tower will be undergoing certain improvements, it is necessary for T-Mobile to temporarily relocate their equipment that is currently on the tower in order for such work to commence; and

WHEREAS, therefore, T-Mobile Central, LLC has submitted a final site plan to the Planning Commission for approval of a 145-foot temporary monopole tower and one (1) equipment cabinet on a portable trailer within a 25' by 25' fenced compound to be located at 13285 Pearl Road (PPN 396-08-006) on property zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of November 15, 2018, subject to certain conditions.

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

Section 1. That accordingly this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by T-Mobile Central, LLC, for a 145-foot temporary monopole tower and one (1) equipment cabinet on a portable trailer within a 25' by 25' fenced compound to be located at 13285 Pearl Road (PPN 396-08-006) on property zoned Public Facilities, subject to the conditions established by the Planning Commission.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 3. That this Resolution 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 in order to ensure continuous and proper operation and maintenance of the telecommunications towers and appurtenances located within the City, and to conserve public funds. Therefore, provided this Resolution 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.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2018 – 165
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
Clerk of Council

Res.
ORD. No. 2018-165 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 16, 2018

Please be advised that at its meeting of November 15, 2018, the Strongsville Planning Commission gave Favorable Recommendation to the following;

T-MOBILE CENTRAL LLC/ John Sindyla, Agent

Site Plan approval for a 145' temporary monopole tower and one equipment cabinet on a portable trailer within a 25' x 25' fenced compound to be located at 13285 Pearl Road, PPN 396-08-006 zone Public Facility *subject to a 1 year limit on the temporary pole and the receipt of a \$75,000.00 Removal and Restoration Bond.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 166

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2019 AND 2020, AND DECLARING AN EMERGENCY.

WHEREAS, the law requires each city in Ohio to provide health services either through its own city health district or by contract with a county health district or an adjacent city health district; and

WHEREAS, the Cuyahoga County Board of Health has again agreed to provide such services to the City of Strongsville by means of an agreement for the two-year period of January 1, 2019 through December 31, 2020; and

WHEREAS, the City, therefore, is willing to enter into an Agreement with the Cuyahoga County Board of Health to provide services in accordance with the terms and conditions of Ohio law and a Public Health Services Agreement, which is attached hereto as Exhibit "1" and made a part hereof.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a two-year Public Health Services Agreement with the District Advisory Council of the Cuyahoga County General Health District, in the form attached hereto as Exhibit "1" to provide health services for residents of the City of Strongsville to be furnished during the calendar year 2019, commencing January 1, 2019 and continuing through December 31, 2019, at the total annual cost of Two Hundred Twelve Thousand One Hundred Fifteen and 00/100 Dollars (\$212,115.00), payable in equal semi-annual installments of One Hundred Six Thousand Fifty-Seven and 50/100 Dollars (\$106,057.50); and further for the calendar year 2020, commencing January 1, 2020 and continuing through December 31, 2020, at the total annual cost of Two Hundred Forty-Three Thousand Eight Hundred Eighty-Eight and 00/100 Dollars (\$243,888.00), payable in equal semi-annual installments of One Hundred Twenty-One Thousand Nine Hundred Forty-Four and 00/100 Dollars (\$121,944.00).

Section 2. That the Clerk of this Council be and is hereby directed to cause a certified copy of this Ordinance, along with the executed Agreement, to be transmitted to Rebecca A. Burke, Executive Assistant, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130.

Section 3. That the funds for the purposes of this Ordinance shall be deducted directly by the Cuyahoga County Fiscal Officer from the regular property tax settlements for the calendar years 2019 and 2020, and paid to the credit of the Board, as set out in the attached Exhibit "1".

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 166
Page 2

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 such Contract is necessary in order to continue to furnish the legally required health services to the residents of the City of Strongsville beginning on January 1, 2019 and continuing through December 31, 2020. 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-166 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2019** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Strongsville**, a political subdivision, with its principal office located at 16099 Foltz Industrial Parkway, Strongsville, Ohio 44149 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 8, 2018, at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2020**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated April, 2010 is 44,750 residents. The current per capita rate established by the Board is \$4.74 per capita for calendar year 2019 and \$5.45 per capita for calendar year 2020. The total amount due based on the per capita rate will be Two Hundred Twelve Thousand One Hundred Fifteen Dollars (\$212,115.00) for calendar year 2019 and be Two Hundred Forty Three Thousand Eight Hundred Eighty Eight Dollars (\$243,888.00) for calendar year 2020. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of Two Hundred Twelve Thousand One Hundred Fifteen Dollars (**\$212,115.00**) for calendar year 2019 and the total annual sum of Two Hundred Forty Three Thousand Eight Hundred Eighty Eight Dollars (**\$243,888.00**) for calendar year 2020. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of One Hundred Six Thousand Fifty Seven Dollars and Fifty Cents (**\$106,057.50**) from the regular property tax settlement to be made for said City for calendar year 2019 and One Hundred Twenty One Thousand Nine Hundred Forty Four Dollars (**\$121,944.00**) from the regular property tax settlement to be made for said City for calendar year 2020.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT CONTRACTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE CITY:

City of Strongsville
Attention: Mayor Thomas P. Perciak
16099 Foltz Industrial Parkway
Strongsville, Ohio 44149

And

City of Strongsville
Attention: Director of Law
16099 Foltz Industrial Parkway
Strongsville, Ohio 44149

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Thomas P. Perciak

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Strongsville** for the calendar years 2019 and 2020 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 167

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-102, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Company, Inc. for the removal and replacement of an existing culvert, and improvements to an existing retention basin in the City of Strongsville, in connection with the Cherry Stone Drainage Project (the "Project"), in an amount not to exceed \$1,275,153.71; and

WHEREAS, thereafter, this Council adopted Ordinance No. 2017-181, approving and authorizing Change Order No. 1 to the contract, which increased the total project cost by \$134,564.91 to \$1,409,718.62, due to costs for labor, materials and equipment arising from additional work required and requested by the City; and

WHEREAS, since then, certain further additional work not contemplated in the original contract has become necessary and was requested by the City; and

WHEREAS, Fabrizi Trucking & Paving Company, Inc., therefore, has submitted to the City Engineer a request for an adjustment in the contract price for the costs incurred due to the additional labor, materials and equipment to complete the aforesaid additional work and also for reconciliation of the plan quantities with final field quantities; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Company, Inc., generally being additional work required and requested by the City, and to reconcile plan quantities with final actual quantities, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$37,923.97, for a new total Project cost of \$1,447,642.59.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 2 (Final) to the contract in the amount of \$37,923.97, as recommended by the City Engineer, comprising additional work and reconciliation of quantities, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 2 (Final) and completion of such work, to direct the Director of Finance to make payment to Fabrizi Trucking & Paving Company, Inc. in the additional amount of \$37,923.97, thereby increasing the total Project cost to \$1,447,642.59.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract and change order.

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 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 provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, and 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-167 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CHANGE ORDER

Order No. # 2 Final
Date: November 28, 2018
Agreement Date: July 5, 2017

Name of PROJECT: **Cherry Stone Drainage Project**

CONTRACTOR: **Fabrizi Trucking & Paving Co., Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Additional work requested by the City and reconciliation of quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$1,275,153.71**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **\$1,409,718.62**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: **\$37,923.97**

The new CONTRACT PRICE including this CHANGE ORDER will be: **\$1,447,642.59**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Fabrizi Trucking & Paving Co., Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak