

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

January 16, 2020

City Council

James A. Kaminski
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 Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, January 21, 2020**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

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

7:30 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2020-001.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2020-009, 2020-010, 2020-011 and 2020-012.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2020-013, 2020-014 and Resolution No. 2020-015.

8:00 P.M. **Organizational and 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

TUESDAY, JANUARY 21, 2020 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:
 - *Council Meeting – January 6, 2020*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
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. 2020-001 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 FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY. *First reading 01-06-20.*
- Ordinance No. 2020-009 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIFTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-010 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-011 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-012 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO MAKE PAYMENT FOR EMERGENCY REPAIRS TO FIRE DEPARTMENT EQUIPMENT, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-013 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2020 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-014 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR GROUNDS MAINTENANCE SERVICES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-015 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE CLOCK TOWER EXTERIOR RESTORATION PROJECT.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 001

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 FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. 2019-112, Council authorized the Mayor to request proposals for engineering design and consulting services in connection with the Foltz Parkway Extension Phase II 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 **MS CONSULTANTS, INC.**, a firm of professional engineers and the best qualified and highest ranked firm, in a total amount not to exceed \$447,069.00, to provide engineering design and consulting services, in connection with the Foltz Parkway Extension Phase II Project in the City of Strongsville, in accordance with its proposal, addendum, and related forms and documents comprising a contract identified as the Technical and Price 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.

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. 2020 - 001
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

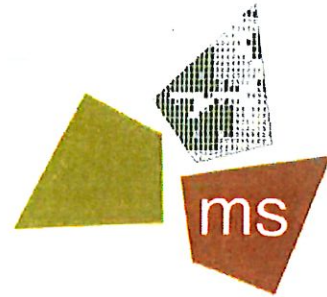
Attest: _____
Clerk of Council

ORD. No. 2020-001. Amended: _____
1st Rdg. 01-06-20 Ref: PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

ms consultants, inc.
engineers, architects, planners

333 East Federal Street
Youngstown, Ohio 44503-1821
p 330.744.5321
f 330.744.5256
www.msconsultants.com



November 14, 2019

Mr. Ken Mikula, P.E.
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

**RE: Foltz Parkway Extension, Phase II
Design Services Technical & Price Proposal**

Dear Mr. Mikula:

We are pleased to present two (2) copies of the Technical and Price Proposal to complete design services and prepare construction plans for the referenced project. The proposed work is based on our understanding gained throughout the proposal / interview process and from our October 8, 2019 Scope of Services meeting.

The proposed work will address the hydrologic/hydraulic culvert studies, environmental, survey, roadway, drainage, traffic, lighting, retaining / headwall, right of way planning and bidding assistance needed to extend Foltz Parkway approximately 2000-feet terminating in a cul-de-sac and extending the 12" water main approximately 7400-feet to Boston Road. The proposal also includes a significant amount of time to meet and coordinate with the US Army Corps of Engineers and Ohio EPA to secure the waterway permit, while maximizing the City's prior environmental mitigation efforts. Additionally, we have included time to provide rough grading plans for the identified parcels and a storm water pollution prevention plan for the development planning.

The proposal contains our subconsultant proposal for aerial mapping (Aerocon). "If Authorized" work tasks are included at the end of the proposal in the event additional services are needed for Pre-Bid Questions and On-Going Services During Construction. The proposal is developed following ODOT's Consultant Fee Estimation Guidance, December, 2018. It contains a narrative section listing specific work planned for each task. It also contains hours and cost sections that have been completed based on the stated complexity level.

We look forward to beginning work on this important project; and thank you for this opportunity to broaden our relationship with the City of Strongsville.

Respectfully,

A handwritten signature in blue ink that reads "W. Brian Hughes".

W. Brian Hughes, P.E.
Sr. Project Manager, NE Ohio

WBH:wbh
Enclosures

cc: Gary Williams, P.E. - ms consultants
File: PS-00374-19

K:\01\06\proposals\PS-00374-19 Strongsville Foltz Parkway\Fee Proposal\0 Cover Ltr.doc

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Date: _____

EX. A

SUMMARY OF STEPS

C-R-S Foltz Parkway Extension, Phase 2

Consultant: ms consultants, inc.

Agreement No. 0

Modification No. 0

PID No. N/A

Proposal Date 11/14/2019

Revised

Rev. 1: 11/27/2019, Rev. 2: 12/16/2019

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
1 - Planning Phase								
N/A	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 - Preliminary Engineering Phase								
\$43.87	1232	\$54,052	\$95,077	\$243	\$2,247	\$14,950	\$15,261	\$181,831
3 - Environmental Engineering Phase								
\$43.74	1517	\$66,360	\$116,727	\$299	\$4,238	\$0	\$18,737	\$206,360
4 - Final Engineering Phase								
\$46.85	324	\$15,178	\$26,698	\$68	\$158	\$0	\$4,285	\$46,387
5 - Construction Engineering Phase								
N/A	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$44.12	3073	\$135,590	\$238,502	\$610	\$6,643	\$14,950	\$38,283	\$434,579

IF-AUTHORIZED TASKS:

4 - Final Engineering Phase (Pre Bid Activities)								
\$38.25	52	\$1,989	\$3,499	\$9	\$0	\$0	\$562	\$6,059
5 - Construction Engineering Phase (Ongoing Services during Construction)								
\$54.89	38	\$2,086	\$3,669	\$9	\$78	\$0	\$589	\$6,431
TOTAL IF-AUTHORIZED TASKS								
\$45.28	90	\$4,075	\$7,168	\$18	\$78	\$0	\$1,151	\$12,490

GRAND TOTAL:

\$44.16	3163	\$139,665	\$245,671	\$628	\$6,721	\$14,950	\$39,434	\$447,069
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C-R-S		Foltz Parkway Extension, Phase							DIRECT COSTS				Version: Feb 2017	
Consultant:	ms consultants, inc.													
Agreement No.	0													
Modification No.	0													
PID No.	N/A													
Proposal Date	11/14/2019													
Revised	Rev. 1: 11/27/2019, Rev. 2: 12/16/2019													
Task Description	Unit Cost:	mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	OEPA Review Fee				Total
		\$0.52	\$5.00	\$75.00	\$0.05	\$1.00	\$300.00	\$5.00	\$1.00	\$2,500.00				
AUTHORIZED TASKS:														
1 - Planning Phase														
1.1 - Project Start-up		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL 1.1 - Project Start-up														
2 - Preliminary Engineering Phase														
2.1 - Develop Preliminary Alternatives														
2.1.A - Prepare and Complete Feasibility Study Report														
2.1.A.G - Preliminary Parcel Layout & Rough Grading														
TOTAL 2.1 - Develop Preliminary Alternatives														
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
2.2 - Perform Environmental Field Studies														
2.2.C - Ecological Survey Report														
		700	2	2	500	50	0	0	400	0	0	0	0	\$989.00
TOTAL 2.2 - Perform Environmental Field Studies														
		700	0	2	500	50	0	0	400	0	0	0	0	\$989.00
2.3 - AER Design														
2.3.A - Field Survey and Aerial Mapping														
2.3.A.A - Project Control, Benchmarks, and Reference Points														
		60	2						50					\$231.20
2.3.A.B - Monumentation recovery														
		200												\$104.00
2.3.A.C - Base Mapping (incl. field verify.)														
		200												\$104.00
2.3.A.D - Drainage Survey														
		40												\$20.80
2.3.A.F - Establish property lines, tax id, & ownerships on base map														
					1000									\$50.00
2.3.B - Roadway														
2.3.C - Drainage														
2.3.C.D- Perform preliminary hydraulic analysis for culverts														

DIRECT COSTS

Version:
Feb 2017

C-R-S	Foltz Parkway Extension, Phase	mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	EPA Review Fee	Total
Consultant:	ms consultants, inc.										
Agreement No.	0										
Modification No.	0										
PID No.	N/A										
Proposal Date	11/14/2019										
Revised	Rev. 1: 11/27/2019, Rev. 2: 12/16/2019										
Task Description		Unit Cost:									
2.7.B.D.1 - Culvert Drainage Calculations			\$0.52	\$75.00	\$0.05	\$1.00	\$300.00	\$5.00	\$1.00	\$2,500.00	\$0.00
2.7.B.D.2 - Ditch Calculations											\$0.00
2.7.B.D.3 - Storm Sewer Calculations											\$0.00
2.7.B.E - BMP Design											\$0.00
2.7.C - Utilities											\$0.00
2.7.C.A - Utility Coordination and Documentation											\$0.00
2.7.C.D - Add Utilities to Plan/Profile Sheets											\$0.00
2.7.D - Geotechnical Services											\$0.00
2.7.E.A - Retaining Wall Design											\$0.00
2.7.E.B - Retaining Wall Plan and Profile sheet											\$0.00
2.7.E.C - Retaining Wall Details											\$0.00
2.7.F - Structures - Design Report											\$0.00
2.7.G - Miscellaneous											\$0.00
2.7.H - Prepare C2 Cost Estimates and Update Milestones											\$0.00
2.7.H.A - Roadway/Interchange Costs											\$0.00
2.7.H.C - Utility Costs											\$0.00
2.7.I - Lighting Plans											\$0.00
2.7.J - Maintenance of Traffic											\$0.00
TOTAL - 2.7 - Stage 1 Design		0	0	0	0	0	0	0	0	0	\$0.00
2.8 - Project Management for Preliminary Engineering Phase											
2.8.A - Meetings		400									\$208.00
2.8.B - General Oversight			1		50						\$7.50
2.8.C - Project Set Up											\$0.00
2.8.D - Non Routine (Soft) Items		600			400	40			100		\$472.00
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		1000	1	0	450	40	0	0	100	0	\$687.50
2.9 - Limited Review											
2.9.A - QA/QC for Limited Review											\$0.00
TOTAL 2.9 - Limited Review		0	0	0	0	0	0	0	0	0	\$0.00
Total - 2 Preliminary Engineering Phase		2215	8	4	2300	90	0	0	550	0	\$2,246.80

DIRECT COSTS

Version:
Feb 2017

C-R-S	Foltz Parkway Extension, Phase	mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	OEPA Review Fee	Total
Consultant:	ms consultants, inc.										
Agreement No.	0										
Modification No.	0										
PID No.	N/A										
Proposal Date	11/14/2019										
Revised	Rev. 1: 11/27/2019, Rev. 2: 12/16/2019										
Task Description	Unit Cost:										
4.2.A.P - General Notes		\$0.52	\$5.00	\$75.00	\$0.05	\$1.00	\$300.00	\$5.00	\$1.00	\$2,500.00	\$0.00
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)											\$0.00
4.2.A.R - Lighting Notes											\$0.00
4.2.B - Traffic Signal Plans & ITS Plans											
4.2.C - Signing Plans											
4.2.C.A - Signing Plans											
4.2.D - Miscellaneous											
4.2.D.C - Stormwater Pollution Prevention Plan											
4.2.D.F - Include copies of Standard Details in the Construction Plan											
4.2.E - Lighting Plans											
TOTAL 4.2 - Stage 3 Detailed Design Plans		0	0	0	0	0	0	0	0	0	\$0.00
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											\$0.00
4.3.D - Utility Costs											\$0.00
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	0	0	0	0	0	\$0.00
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation			8		800						\$80.00
4.4.A - Final Plan Package		0	8	0	800	0	0	0	0	0	\$80.00
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings		150									\$78.00
4.5.B - General Oversight											\$0.00
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		150	0	0	0	0	0	0	0	0	\$78.00
4.6 - Pre-Bid Activities											
TOTAL 4.6 - Pre-Bid Activities		0	0	0	0	0	0	0	0	0	\$0.00
TOTAL - 4 Final Engineering Phase		150	8	0	800	0	0	0	0	0	\$158.00

Foltz Parkway Extension, Phase 2		Narrative				
1 - Planning Phase		Task Needed	Consultant	ODOT	LPA	If-Authorized
1.1 - Project Start-up						
1.1.A - Planning and Programming						
1.1.B - STIP/TIP						
1.1.C - Kickoff Meeting with Strongsville and ms consultants staff						
1.2 - Project Initiation Package						
1.2.A - Define Study Area and Logical Termini						
1.2.B - Conduct Field Review (walk through)						
1.2.C - Identify Discipline Specific Issues for Project Initiation Package						
1.2.C.A - Identify Design Issues						
1.2.C.B - Identify Geotechnical Issues						
1.2.C.C - Identify Environmental Issues						
1.2.C.D - Identify Utility Issues						
1.2.C.E - ITS (Traffic Surveillance) Project Determination						
1.2.C.F - Transportation and Land Use Plans						
1.2.C.G - Identify Safety Priorities						
1.2.D - Project Initiation Package Preparation and Submittal						
1.2.E - Aerial/Base Mapping Coordination with ODOT						
1.2.F - Concept, Scope and Budget Estimates						
1.3 - Existing Data, Research and Analysis						
1.3.A - Not Used						
1.3.B - Crash Analysis						
1.3.C - Traffic Counts						
1.3.C.A - Turning Movement Counts at Intersections - No Build						
1.3.C.B - Machine Counts on Roadways and Ramps - No Build						
1.3.D - Planning Level Traffic - No Build Condition						
1.3.E - Certified Traffic - No Build Condition						
1.3.F - Capacity Analysis - No Build Condition						
1.3.G - Safety Analysis - No Build Condition						
1.3.H - Develop Purpose & Need						
1.4 - Stakeholder Involvement and Public Involvement Plan						
1.4.A - Public Involvement Plan						
1.5 - Project Management for Planning Phase						
1.5.A - Meetings						
1.5.B - General Oversight						
1.5.C - Project Set Up						
1.5.D - Non-Routine (Soft) Items						
1.6 - Limited Review						
1.6.A - QA/QC for Limited Review						
2 - Preliminary Engineering Phase						
2.1 - Develop Preliminary Alternatives						
2.1.A - Prepare and Complete Feasibility Study Report						
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives						
2.1.A.B - Certified Traffic - Feasible (Build) Alternative(s)						
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s)						
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)						
2.1.A.E - Field Survey and Aerial Mapping - Planning Level						
2.1.A.F - Typical Section						
2.1.A.G - Preliminary Parcel Layout & Rough Grading						
Following completion of the existing survey basemap and wetlands survey, ms will lay out building footprints and parking lots to avoid wetlands to the extent possible for each of the four (4) parcels that the city wishes to develop. Strongsville will provide the desired building square footage and parking space requirements for each parcel. ms will also provide rough-grading pad elevations to determine rough impacts that each parcel may have on the wetlands. The intent of this work is to present the overall environmental impacts of the development to the Army Corps of Engineers for permitting purposes. The developers of the individual parcels will be responsible for any required mitigation due to their site construction. It is not anticipated any additional mitigation will be required due to the roadway and utility construction as a result of the previously provided mitigation by the city. It is anticipated 14 hours of engineering work will be required for each of the 4 parcels, or 56 hours total for this task.						
2.2 - Perform Environmental Field Studies						
2.2.A.H - Cross-Sections						
2.2.A.I - Mapping						
2.2.A.J - Stakeholder Public Involvement						

Foltz Parkway Extension, Phase 2		Narrative				
Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative	
2.2.A - Property Owner Notification						
2.2.B - Cultural Resources Scoping Request Form						
2.2.C - Ecological Survey Report	X				ms will conduct a field survey of the wetlands and streams on the site to determine current boundaries and conditions. This survey will be based upon the information presented in the June 2015 Preliminary Jurisdictional Determination (PJD) from the US Army COE. Any changes to wetland boundaries will be mapped via GPS. Wetland data forms, ORAM forms, and QHEI/HHEI stream forms will be updated. All information will be presented in a Waters of the United States (WOTUS) report that can be used for a new PJD or Section 404/401 application.	
2.2.D - Environmental Site Assessment Screening						
2.2.E - Social and Economic Resources						
2.2.F - 4(f) determinations						
2.2.G - Noise Analysis						
2.2.H - Noise Analysis - Public Involvement						
2.2.I - Phase I Cultural Resource History/Architecture Survey						
2.3 - AER Design						
2.3.A - Field Survey and Aerial Mapping					Project will have combined (Aercon/CT Consultants) Aerial and (ms) field survey. The survey team will establish Primary Project Control and locate the aerial control photo points by performing a GPS Survey. We will utilize the ODOT/VRS network to apply a means of tying the project control to the Ohio State Plane, North Zone, coordinate grid as per NAD 83 (2011). The vertical datum will be established on NAVD 88. The Primary Project Control will be Type 'B' monuments and will be used for all surveying and mapping purposes. We anticipate setting a pair at the beginning and end of Foltz Rd. and Boston Road and at a 1000 foot interval, approximately ten (10) Primary Project Control points. They will be set outside of the construction limits so they can be utilized during Design, Construction and for Post-construction documents. This includes locating aerial photo points and preparing Coordinate Statistical sheets for both aerial photos points & Primary Project Control.	
2.3.A.A - Project Control, Benchmarks, and Reference Points	X					
2.3.A.B - Monumentation recovery	X				A boundary and right of way survey of the project area will be performed. ms survey team will perform a field survey to locate existing boundary monumentation. We will consult deeds and other documents along with the necessary courthouse research to perform the boundary survey. All of the boundary survey work will be conducted in accordance with Ohio Administrative Code 4733-37, commonly known as "Minimum Standards for Boundary Surveys in the State of Ohio". We will analyze the boundary monumentation and rectify the centerline of roadway right-of-ways and property lines for the lands within the project limits. There are approximately 23 owners along Boston Road.	
2.3.A.C - Base Mapping (incl. field verify.)	X				As part of the Field Survey, ms consultants, inc. will team with the Aerial Mapper to provide mapping for the project area. Planimetrics and Contouring mapping will be generated from Aerial Photogrammetry. ms survey team will support the aerial mapping with conventional field surveying. We will locate/verify observable utilities within the project limits. This will include drive pipes, storm & sanitary structures, utility poles, utility markers, valves, etc. We will also obtain invert data from located structures. This task includes contacting Ohio Utility Protection Service to obtain plan locations of public/private utilities both aboveground and underground. We will combine this survey data with the aerial base map to produce a combined survey/aerial base map.	
2.3.A.D - Drainage Survey	X				Drainage facilities near the termini tie-in points and sidestreets will be surveyed along Boston Road, including 3 streams. Each will have eight cross sections along with the profile of the structure and low chord elevation.	
2.3.A.E - Bridge Survey	X					
2.3.A.F - Establish property lines, tax id, & ownerships on base map	X				This ms task is the office portion of the above monument recovery and boundary survey, included in the courthouse research.	
2.3.A.G - Property Owner Notification					Completed under Task 2.2.A	
2.3.B - Roadway						

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.3.D.C - Documentation of alternate bid considerations for signal equipment							
2.3.D.D - Documentation of alternate bid considerations for lighting equipment							
2.3.E - Signals & ITS							
2.3.E.A - Signal Warrant Analysis							
2.3.E.C - Railroad Coordination - Signals							
2.3.E.D - ITS (Traffic Surveillance Impact Analysis)							
2.3.F - Maintenance of Traffic							
2.3.F.A - MOTEC Request							
2.3.F.A.1 - MOTEC Request - Report Preparation							
2.3.F.A.2 - MOTEC Request - Report Graphics							
2.3.F.A.3 - MOTEC Request - Traffic Counts							
2.3.F.A.4 - MOTEC Request - Modeling - Queue Analysis							
2.3.F.A.5 - MOTEC Request - Modeling - HCS							
2.3.F.A.6 - MOTEC Request - Modeling - Select Link Analysis							
2.3.F.A.7 - MOTEC Request - Geometric Analysis for Temporary Traffic							
2.3.F.A.8 - MOTEC Request - Cost Estimate							
2.3.F.B - MOTAA							
2.3.F.B.1 - MOTAA - Report							
2.3.F.B.2 - MOTAA - Conceptual MOT Plan							
2.3.F.B.3 - MOTAA - Construction Cost							
2.3.F.B.4 - MOTAA - Construction Schedule/Duration							
2.3.F.B.5 - MOTAA - Detour Route Investigation							
2.3.F.B.6 - MOTAA - Modeling - Queue Analysis							
2.3.F.B.7 - MOTAA - Modeling - HCS							
2.3.F.B.8 - MOTAA - Modeling - Select Link Analysis							
2.3.F.C - Conceptual MOT Plan (Without MOTAA)							
2.3.G - Utilities							
2.3.G.A - Utility Coordination and Documentation		x	x				ms consultants will make an OUPS call prior to starting the field survey and will contact utility companies for existing plans. Along Foltz Parkway the only existing utility involvement will be at the tie-in location with the existing parkway. Additional existing utility involvement will be required along Boston Road due to the water main construction. Known utility owners within Strongsville include AT&T, Spectrum, First Energy, Columbia Gas, Cleveland Water, and Northeast Ohio Regional Sewer District. Buckeye Pipeline also owns high pressure petroleum lines along Boston Road.
2.3.G.B - Subsurface Utility Engineering, Level B							
2.3.H - Miscellaneous							
2.3.H.A - Identify and coordinate impacts on FEMA flood zones		x	x				A Floodplain Development Permit will be submitted according to the local floodplain administrator.
2.3.H.B - Determine permissible location for waste and borrow							
2.3.H.C - Determine potential locations for retaining walls							
2.3.H.D - Determine Lighting needs - investigate warrants							
2.3.H.E - Identify potential total take parcels							
2.3.H.F - Railroad Coordination							
2.3.H.G - Evaluate aesthetic options							
2.3.H.H - Value Engineering							
2.3.H.I - Determine need for Design Exception							
2.4 - Prepare Cost Estimates							
2.4.A - Roadway/Interchange Costs							
2.4.B - Right of Way Costs							
2.4.C - Utility							
2.5 - AER Submittal and Other Studies							
2.5.A - Prepare Alternative Evaluation Report							
2.5.B - Not Used							
2.5.C - Prepare Access Point Request (MS/LIS or IOS)							
2.5.D - Structures							
2.5.D.A - Bridge Structure Types Study (SUM-CR 206-1.50 Wright Road Bridge)							
2.5.D.B - Perform Bridge Hydrology Analysis							
2.5.D.C - Perform bridge hydraulic study and scour analysis							
2.5.E - Retaining wall justification							
2.6 - Public Involvement/Coordination							
2.6.A - Public Involvement/Coordination							
2.7 - Stage 1 Design							
2.7.A - Roadway							
2.7.A.A - Title Sheet		x	x				Medium complexity due to sheet count. One (1) title sheet to be provided at 8 hrs/sheet = 8 hours total
2.7.A.B - Schematic Plan							No Schematic will be provided.

Foltz Parkway Extension, Phase 2					Narrative	
Task Needed	Consultant	ODOT	LPA	IF-Authorized		
2.7.A.C - General Notes	x				<p>Low complexity. The City will provide their standard general notes to ms consultants. ms will include all applicable city standard notes in the plan. In addition, applicable ODOT standard general notes will be added, including but not limited to the utilities and survey parameters notes. In addition, the City shall provide to ms consultants the City specifications and construction standards as referenced in the General Notes of the previously prepared construction plan set. It is anticipated 2 General Notes sheets will be required at 4 hours per sheet = 8 hours.</p> <p>The typical section will follow the section required for an industrial roadway classification as shown in Chapter 1232 of the City's Ordinances. This includes two 14-ft. through lanes (12 ft. lane with a 2 ft. offset to the curb) and an 11 ft. two-way-left-turn lane. The curb utilized will be an ODOT Type 2A that is integral with the concrete pavement. Underdrains will be included. See Task 2.3.B.J for a description of the pavement design. The roadway will not be super-elevated so a super-elevated typical section will not be required. All areas outside the curb and inside the right of way (80 ft. width) and utility easements (12 ft. wide outside of both right of way lines) will be graded to drain into the pavement. An all purpose trail will be included on the west side of the road with a width of 10 ft., composed of asphalt pavement, located 1 ft. inside the western right of way line, and will match the new Foltz Parkway roadway length. Where required, an interceptor ditch will be designed outside of the utility easement to capture surface runoff from offsite that cannot reach the roadway drainage system due to elevation differences. When the adjacent parcels are sold, it will be up to the site developer to accommodate this offsite drainage in their site plan. It is anticipated 2 typical sections (roadway and cul-de-sac) will be required at 4 hours per sheet = 8 hours.</p>	
2.7.A.D - Typical Sections	x				<p>Use Low Complexity due to no existing pavement or utilities. Cross sections will only be included for the roadway work to build Foltz Parkway and will be presented at intervals of 50 ft. The new roadway will be approximately 2000 ft. long, requiring 41 cross sections. The plan scale for the cross sections will be 1"=10 ft. at full size plan sheet. No drive profiles will be provided. Cross sections along Boston Road for the water line construction. This effort will require 1.75 hrs. per cross section and 72 hours overall.</p>	
2.7.A.E - Cross Sections	x				<p>1"=5' vertical scales on a full-size plan sheet. Length of the roadway work in this project is approx. 2000 ft., requiring 4 plan sheets. The plan and profile for the waterline work along Boston Road is accounted for in another task. The horizontal geometry presented in the previously prepared plans will be carried into the new design and reviewed with regard to minimizing impacts to the dedicated preserve areas. The horizontal alignment will differ with the previous design in that the centerline offset will be eliminated where the new alignment meets the existing road. The vertical alignment will be reviewed and modified to result in an earthwork-balanced project. Four (4) plan sheets at 18 hrs./sheet, resulting in a total effort for this task of 72 hours.</p>	
2.7.A.F - Plan and Profile - Mainline	x				<p>Although Foltz Parkway includes a curved horizontal alignment, the design speed and the curve radius are such that pavement super-elevation is not required. Therefore this task is not included in the scope of work.</p>	
2.7.A.G - Plan and Profile - Crossroads 2.7.A.H - Plan and Profile - Ramps					<p>No intersections requiring roadway work will exist within the roadway project limits. However, the grading of the cul-de-sac will require a plan sheet detailing pavement elevations and geometry. Low complexity at 10 hrs per detail = 10 hours.</p>	
2.7.A.I - Super-elevation Table						
2.7.A.J - Intersection Details	x				<p>No new driveways along Foltz Parkway will be included in the plans. These drives will be the responsibility of the developer of each site. Drive and roadway repairs/impacts resulting from the waterline work along Boston Road will be accounted for in details generated under this task. It is assumed the waterline will be constructed along the north side of Boston Road, which will impact 16 drives and one residential street. Low complexity as there won't be a vertical grade change, only replacing the existing impacted pavement between the edge of road and the existing right of way line. Separate drive detail sheets will not be generated with drive work shown in the waterline plans on the plan view. Geometry for the replacement drives will be similar and shown by a detail. 16 drives and one side street at 1.5 hours per drive/street is 26 hours.</p>	
2.7.A.K - Update Interchange Geometrics & Details						
2.7.A.L - Driveway Details	x					
2.7.A.M - Design Exception Request						

Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.7.A.N - Traffic Control	X				Low complexity. New signing only on Foltz Parkway, and removal/replacement of any signs impacted on Boston Road. Separate plan sheets will not be prepared and the signing will be shown on the roadway/waterline plans.
2.7.A.O - Limited Access Fencing Plan					
2.7.A.P - ITS Traffic Surveillance					
2.7.B - Drainage					
2.7.B.A - Storm Sewer Profiles	X				Medium to low complexity - The project fits the definition of Medium complexity, but the lack of any existing utilities to have to design around will slightly reduce the effort required for this task. 20 STA. at 1.75 hrs/STA. = 35 hours. In addition, drive culverts impacted along Boston Road will be shown in the water line profile. This specific work is estimated to take 10 hours to complete. The total effort for this task is 45 hours.
2.7.B.B - Culvert Detail Sheet	X				Each culvert will require a plan and profile sheet. The headwall design for the North Culvert is covered under Task 2.7.E. The headwalls for the South culvert will follow ODOT Std. Dwg. 2 sheets at 16 hrs/sheet = 32 hrs.
2.7.B.C - Channel Relocation Details & Section Sheets	X				
2.7.B.D - Drainage Calculations	X				
2.7.B.D.1 - Culvert Drainage Calculations	X				2.7.B.D.1 Culvert Design - Calculations for the preferred alternative will be revised based on the progressed design for the culvert that will convey the Rocky Run flows. Culvert Hydraulics: The south culvert crossing will be designed following the culvert design requirements in the ODOT L&D Vol. 2 documents. Calculations for the preferred alternative will be revised based on the progressed design for the culvert that will convey the flows for the southern culvert.
2.7.B.D.2 - Ditch Calculations	X				2.7.B.D.2 Ditch Design. Medium Complexity - standard side ditches with constant slope and constant width. 2000 ft. (20 STA.) of new ditches at 1.25 hrs/STA = 25 hrs. No ditch capacity calculations are included for the ditches disturbed by the water line construction along Boston Road. The contractor will be directed to relocate these ditches at their existing profile.
2.7.B.D.3 - Storm Sewer Calculations	X				2.7.B.D.3 Storm Sewer Design - Medium Complexity - Storm sewer trunk line will be located on the east side of the road adjacent to the sanitary sewer in order to provide the required 10 ft. min. offset from the new water line, which will be located on the west side of the road. This will also eliminate placing the storm manholes in the asphalt trail to be located on the west side. The new existing system will connect to the existing system to the north and the flow in the will outlet the existing system. The City of Strongsville will provide the record construction plans for the adjacent existing Foltz Parkway. 2000 ft. (20 STA.) of new sewer at 1.25 hrs/STA = 25 hrs. plus 5 hrs. to determine the flow in the existing system; 30 hours total for this subtask. No storm sewer analysis will be completed for the drive culverts impacted by the water line construction on Boston Road. Culverts will be replaced where needed with pipe of the same size and type and locations have been finalized; an opinion or probable costs will be developed for the Conceptual BMP design. A BMP Report will be developed to summarize the findings of the study as well as exhibits for the locations for the BMP facilities within the corridor and will be included with the Drainage Report at each submittal stage. The report will include summaries and software reports for the calculations, a narrative for the design evaluated to meet the post construction stormwater quantity and quality control requirements, and an opinion of probable cost table summarizing the design.
2.7.B.E - BMP Design	X				BMP designs and calculations will be revised after selection of the preferred alternative and will be incorporated with each stage of the project deliverable on the roadway plan and profile sheets, cross sections and construction notes and detail sheets. Maintenance notes and design details will be included within the plan sheets. A report compiling the design of the BMP's and required information will be included as an appendix of the Drainage Report.
2.7.C - Utilities					
2.7.C.A - Utility Coordination and Documentation	X				Medium complexity. Stage 1 plans will be submitted to the utility companies for their review and comment. 12 hours.
2.7.C.B - Description of proposed water and/or sewer work					Water and sanitary work are required and already included in the project. This task is not required.
2.7.C.C - Subsurface Utility Engineering (SUL) Level A					

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.7.C.D - Add Utilities to Plan/Profile Sheets		X	X				Existing utilities are not present along the new Foltz Parkway alignment. Existing utilities along Boston Road will be plotted based on record plans obtained from the utility owners and from any surveyed above ground features. Medium Complexity. Nine (9) Boston Road plan sheets at 3 hrs/sheet = 27 hours.
2.7.D - Geotechnical Services							
2.7.D.A - Geotechnical Services and Report				X			Geotechnical Services, if needed, will be completed by City of Strongsville.
2.7.E - Retaining Wall Plans		X	X				Northern box culvert to have decorative stained/stamped wingwalls to match Phase 1 culvert.
2.7.E.A - Retaining Wall Design		X	X				Moderate Complexity for cantilevered retaining wall (wingwall) design for northern culvert. Includes 24 hours for retaining wall design, 6 hours for estimating quantities, 4 hours for preliminary cost estimates, 8 hours for checking and reviewing plans; 42 total hours for this task for Stage 1 plus Stage 2 work.
2.7.E.B - Retaining Wall Plan and Profile sheet		X	X				Includes 28 hours for West Wingwall Plan & Elevation Sheet; 28 hours for East Wingwall Plan & Elevation Sheet; 12 hours for General Notes Sheet, 68 total hours for this task (9 Sheets) for Stage 1 plus Stage 2 work.
2.7.E.C - Retaining Wall Details		X	X				Includes 20 hours for Wall Details/Sections Sheet; 12 hours for Aesthetic Details Sheet. 32 total hours for this task (2 sheets) for Stage 1 plus Stage 2 work.
2.7.F - Structures - Design Report							
2.7.F.A - Bridge Design Report							
2.7.F.B - Final Structure Site Plan							
2.7.F.C - Supplemental Site Plan for Railroad Crossing							
2.7.G - Miscellaneous							
2.7.G.A - Perform Airway/Highway clearance analysis							
2.7.G.B - Service Road Justification							
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements							
2.7.G.D - Prepare Pedestrian Overpass Justification							
2.7.G.E - RR Coordination							
2.7.G.F - ITS - Systems Engineering Analysis							
2.7.H - Prepare C2 Cost Estimates and Update Milestones		X	X				Low Complexity. Includes setting up the overall estimate in the estimating software and generating quantities for the roadway items. 24 hours.
2.7.H.A - Roadway/Interchange Costs							Foltz Parkway property owned by City.
2.7.H.B - Right of Way Costs							Water and Sanitary Sewer costs to be included.
2.7.H.C - Utility Costs		X	X				See Task 3.3.F
2.7.I - Lighting Plans							
2.7.J - Maintenance of Traffic							
2.7.J.A - Detour Plan							
2.7.J.B - Pedestrian/Bike Lane Detour							
2.7.J.C - Conceptual MOT Revision							
2.7.J.D - MOT Coordination Discussions							
2.7.K - Signal Plans							
2.8 - Project Management for Preliminary Engineering Phase							
2.8.A - Meetings		X	X				1 Kickoff Meeting planned for Stage 1 plan coordination at Strongsville Engineering Office attended by 3 ms representatives. Time includes travel and preparation of meeting minutes.
2.8.B - General Oversight		X	X				Use Low Complexity. Assume 4 months at 10 hrs./mo. = 40 hrs. from NTP for field work and studies thru Stage 1 approval.
2.8.C - Project Set Up		X	X				Low Complexity - use 10 hours for resource planning and accounting set up.
2.8.D - Non Routine (Soft) Items		X	X				Assumed that 1 pre-application meeting with US Army COE and 1 meeting with Ohio EPA will be required. These meetings will be attended by 3 ms representatives.
2.9 - Limited Review							
2.9.A - QA/QC for Limited Review		X	X				Time is included to perform a quality review/revisions by independent staffer(s).
3 - Environmental Engineering Phase							
3.1 - Environmental Field Studies and Refined Impacts							

Foltz Parkway Extension, Phase 2				Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized			
3.1.A - Phase I Cultural Archaeological	X				ms will prepare a Section 106 Project Review package for submission to the Ohio Historic Preservation Office (OHPO). The OHPO response will be included in the Section 404/401 permit application in order to reduce agency review time. Because a Section 404 permit was previously approved, it is assumed that no additional archaeological investigation will be required. However, should OHPO require additional investigation, extra effort including work by an approved archaeologist may be required. The fee for these additional services will be developed based upon specific OHPO comments when available.		
3.1.B - Phase II Cultural Resource History/Architecture Survey							
3.1.C - Section 4 (f) Determination							
3.1.D - Phase I Environmental Site Assessment							
3.1.E - Farmland Studies							
3.1.F - Secondary and Cumulative Review							
3.1.G - Address NEPA Specific Environmental Justice Issues							
3.1.H - Relocation Assistance Program Conceptual Survey							
3.1.I - Biological Assessment for Federally Listed Species	X				ms will prepare a project review package for submission to the US Fish & Wildlife Service and ODNR Wildlife summarizing the potential habitat for endangered species in project area. The agency responses will be included in the Section 404/401 permit application in order to reduce agency review time. Because a Section 404 permit was previously approved, it is assumed that no additional endangered species investigations will be required. However, should either agency require additional investigations, extra effort including work by a certified endangered species experts may be required. The fee for these additional services will be developed based upon specific agencies comments when available.		
3.1.J Not Used							
3.1.K- Determine Right of Way Encroachments							
3.1.L - Determine Potential Right of Way from Railway							
3.1.M- Waterway Permit	X				The Section 404 permit issued by the US Army Corps in 2010 has expired. No Section 401 Water Quality Certification (WQC) from Ohio EPA was issued. ms will prepare a new Section 404 application requesting an updated individual permit for the currently proposed project and using the impacts to the currently existing resources. Because an individual Section 404 permit is required, Ohio EPA will require an individual Section 401 WQC. ms will prepare the Section 401 WQC. Ohio EPA's review fee (\$2500) is included in this proposal. It is anticipated that the alternatives discussed in these applications can be limited to the originally proposed thru roadway and multiple commercial sites and the new cul-de-sac roadway with fewer development sites.		
3.1.N- Stream and Wetland Opportunities Inventory Report	X				ms will review the previous wetland and stream impact mitigation plan and the current status of the specific mitigation elements including the preservation agreement and created wetland monitoring reports. The specific details of the previously agreed upon mitigation plan will be summarized and an explanation of that plan's appropriateness for the currently proposed impacts will be developed. This information will be informally present to the US Army COE and Ohio EPA. If acceptable it will be included in the Section 404/401 application package. It is assumed the previously accepted mitigation plan will be appropriate. If additional on-site mitigation is required, extra effort from ms' in-house team may be required. The fee for these additional services will be developed based upon specific requirements when available.		
3.1.O-Phase II Environmental Site Assessment							
3.1.P- Air Quality Analyses							
3.1.Q - Mussel Survey							
3.1.R - FIS Analysis, Revisions, and Coordination							
3.2 - Stage 1 Value Engineering							
3.2.A - Value Engineering Study and Report							
3.3 - Stage 2							
3.3.A - Roadway	X				Medium Complexity. One (1) sheet at 6 hrs./sheet = 6 hrs.		
3.3.A.A - Title Sheet	X				A schematic plan is not included in the construction plans.		
3.3.A.B - Schematic					Low complexity. Anticipate 3 sheets at 5 hrs./sheet = 15 hours.		
3.3.A.C - General Notes	X				Low complexity. This work includes refinement of the 2 typical sections after the Stage 1 submission. At 2 hrs./section, the effort = 4 hours.		
3.3.A.D - Typical Sections	X				Low complexity. This task to further develop the plan sheets to Stage 2 level of detail and to address comments generated by the Stage 2 review. 4 sheets at 8 hrs./sheet = 32 hours.		
3.3.A.E- Plan and Profile - Mainline	X						
3.3.A.F - Plan and Profile - Crossroads							

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.3.A.G - Plan and profile - Ramps		X	X				Low Complexity. 41 cross sections at 1 hrs/section = 41 hrs.
3.3.A.H - Cross Sections		X	X				Low Complexity. This task will further develop the cul-de-sac detail, including pavement joints. One (1) sheet at 14 hrs/sheet = 14 hrs.
3.3.A.I - Intersection Details							
3.3.A.J - Interchange Geometrics & Details							
3.3.A.K - Limited Access Fencing Plan							
3.3.B - Drainage							
3.3.B.A - Storm Sewer Profiles		X	X				Low-medium complexity, 2000 ft. at 0.4 hours per 100 ft = 8 hours.
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details		X	X				Northern Culvert headwall time covered under Task 2.7.E. Southern culvert to follow ODOT Std. Dwg. Time included to finalize both culvert plan/elevation sheets.
3.3.B.C - Channel Relocation Details		X	X				Underdrains will be added to the Typical Sections and Plan views.
3.3.B.D - Underdrain details							BMP designs and calculations will be revised after selection of the preferred alternative and will be incorporated with each stage of the project deliverable on the roadway plan and profile sheets, cross sections and construction notes and detail sheets. Maintenance notes and design details will be included within the plan sheets. A report compiling the design of the BMP's and required information will be included as an appendix of the Drainage Report.
3.3.B.E - BMP Details		X	X				
3.3.B.F - Temporary Drainage (MOT)							
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans							
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations							
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details							
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring							
3.3.C - Traffic Control							
3.3.C.A - Pavement Marking Plan		X	X				Pavement markings for TWLTL will be provided, matching the adjacent existing Foltz Parkway section. Boston Road's north edge line will also be restored if disturbed by the water main installation.
3.3.C.B - Signaling Plan		X	X				Very low complexity. Assumes 2 signing plan sheets.
3.3.C - Signals & ITS							
3.3.D.A - Signal Plan Sheets							
3.3.D.B - Interconnect Details							
3.3.D.C - Systems Engineering Analysis							
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets							
3.3.E - Maintenance of Traffic							
3.3.E.A - MOT General Notes		X	X				Assumes 2 sheets of MOT notes required.
3.3.E.B - Detour Plan- Custom Guide Signs							
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet							
3.3.E.D - Temporary Signaling Details							
3.3.E.E - MOT Typical Sections							
3.3.E.F - MOT Plan Sheets		X	X				Assume 1 MOT plan sheet required for the east end tie-in of waterline at Boston/Prospect intersection. It assumed that standard drawings for flagging operations will be used for the remainder of the waterline work along Boston Road. Assume coordination/review with Medina County Engineer.
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)							
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection							
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement							
3.3.E.H - New Temporary Signal							
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection							
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source							
3.3.E.I - Signalized Closures							
3.3.E.J - MOT Coordination Discussions							
3.3.E.K - MOT Constructability Coordination							
3.3.E.L - Temporary Pavement Sections and Earthwork							
3.3.E.M - Crossover Plan and Profile							
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Super-elevation Design & Table							
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets							
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets							
3.3.E.N - MOT Temporary Access Details							
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access							
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access							
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details							
3.3.E.O - Miscellaneous MOT Details							
3.3.E.O.1 - Miscellaneous MOT Details - Plan, Insert Sheets							
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing							
3.3.E.P - P/C/Incentive Funds Request							
3.3.F - Lighting Plan							

Foltz Parkway Extension, Phase 2				Narrative	
Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.3.F.A - Lighting Analysis	X	X			Lighting analyses to be performed to identify appropriate LED luminaires for the new section. No changes to existing HPS fixtures are included.
3.3.F.B - Power/Circuit Layout & Details	X	X			Assume 1 sheet for circuit schematic. Assume that no new power service is needed - can extend existing circuitry.
3.3.F.C - Lighting Plan and Details	X	X			Assume 4 sheets at 20-scale.
3.3.F.D - Voltage Drop Calculations	X	X			Voltage drop calculations will be performed, incorporating the existing lighting system.
3.3.F.E - Power Service	X	X			Assume existing circuitry can be used - no new power source.
3.3.G - Landscape Plan					
3.3.G.A - Landscape Plan and Details					
3.3.G.B - General Notes					
3.3.H - Noise Wall Details					
3.3.I - Bridge Plans					
3.3.I.A Bridge Plans					
3.3.I.B Structure Rating					
3.3.J - Utilities					
3.3.J.A - Utility Coordination and Documentation	X	X			This task includes coordination with all utilities, including the additional work to coordinate the waterline work with Cleveland Public Water and the sanitary sewer work with Northeast Ohio Regional Sewer District.
3.3.J.B - Water Works Plan	X	X			Hours under this task include plan preparation for the Stage 1 and Stage 2 submission. Where the Foltz Parkway roadway work is shown, the waterline will be included on those 4 plan and profile sheets at 20 hrs/ sht. An additional 11 sheets at 30 hrs / sht. will be required to complete the water line plan preparation to show the waterline from the Foltz Parkway cul-de-sac to Boston Road, and from Boston Road to Prospect Road. Total approximate waterline lengths will be 3360 ft. along the Foltz Parkway alignment and 4100 ft. along Boston Road. The total expected effort to prepare the waterline plan and profile sheets is 410 hours.
3.3.J.C - Water Works Details & Notes	X	X			Hours under this task include plan preparation for the Stage 1 and Stage 2 standard notes and details. Anticipate 5 sheets at 10 hrs / sht = 50 hrs.
3.3.J.D - Sanitary Sewer Plans	X	X			Hours under this task include plan preparation for the Stage 1 and Stage 2 submission. The sanitary sewer will only be installed for the length of the new Foltz Parkway, approximately 2000 ft. The new sewer will flow north and tie into the existing sanitary sewer at the south end of the existing parkway. The depth, slopes and flow direction will match the previously prepared plans. No flow calculations will be performed. The sanitary sewer will be shown on the roadway Plan & Profile sheets.
-Sanitary Sewer Details & Notes	X	X			Standard details to be used.
-Water & Sanitary Quantities	X	X			Hours under this task include plan preparation for the Stage 1 and Stage 2 submission.
3.3.K - Geotechnical Services					
3.3.K.A - Finalize Geotechnical Investigation and Report			X		Geotechnical Services, if needed, will be completed by City of Strongsville.
3.4 - Right of Way Plans					
3.4.A - Conceptual Right of Way Plan Review					
3.4.B - Preliminary Right of Way Plans					
3.4.B.A - Legend Sheet					
3.4.B.B - Dedication Plat	X	X			We will prepare a Dedication Plat of the Foltz Rd. Extension.
3.4.B.C - Property Map					
3.4.B.D - Summary of Additional Right of Way					
3.4.B.E - Detailed ROW Plan Sheets					
3.4.B.F - Special Plats (Railroad)					
3.4.B.G - Legal Descriptions and Closure Calculations	X	X			Strongsville will obtain any temporary easements that may be needed along Boston Road.
3.4.B.H - Right-of-Way Acquisition Estimate					
3.4.B.I - Field Review					
3.4.C - Final Right of Way Plans					
3.4.C.A - Final Right of Way Plans					
3.4.C.B - Field Review & Verify Property Owners					
3.4.C.C - Record Centerline Plat and all appropriate documents	X	X			We will record the dedication plat.
3.4.C.D - Set R/W Pins after acquisition	X	X			Anticipate setting right of way monuments after construction.
3.5 - Prepare Environmental Document					
3.5.A - Prepare Environmental Document					
3.6 - Environmental Commitments and Plan Notes					

Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized	
3.6.A - Environmental Commitment Plan Notes					
3.7 - Final Mitigation Plans Coordination					
3.7.A - Mitigation for Cultural Resources					
3.7.B - Mitigation for Streams					
3.7.C - Mitigation for Wetlands					
3.7.D - Mitigation Plan for Other Features					
3.8 - Prepare Cost Estimates and Revise Milestone					
3.8.A - Roadway/Interchange Costs	X	X			Low Complexity 20 hours.
3.8.B - Structures Costs	X	X			This is only for public water and sanitary included in the project.
3.8.C - Utility Costs	X	X			
3.9 - Project Management for Environmental Engineering Phase					
3.9.A - Meetings	X	X			1 Progress Meeting planned for Stage 2 plan coordination at Strongsville Engineering Office attended by 2 hrs representatives. Time includes travel and preparation of meeting minutes.
3.9.B - General Oversight	X	X			Use Low Complexity. Assume 4 months at 12 hrs. / mo. = 48 hrs. from Stage 1 approval to Stage 2 approval.
3.9.C - Project Set Up	X	X			Effort includes coordination meetings between the wetland and stream permitting specialists and roadway, culvert, and commercial site design teams. It also includes assistance with the materials required for the US Army Corps and Ohio EPA public notices required for individual Section 404/401 permits along with permitting specialists attendance at 3 additional on-site meetings likely to be requested by the regulatory agencies during the application review process.
3.9.D - Non Routine (Soft) Items	X	X			
3.10 - Limited Review					
3.10.A - QA/QC for Limited Review	X	X			Time is included to perform a quality review/revisions by independent staffer(s). Included are the independent reviews for the water and sanitary sewer plans.
4 - Final Engineering and RW Phase					
4.1 - Right of Way Acquisition					
4.1.A - Right of Way Acquisition					Acquisition tasks and costs are not included in this proposal.
4.2 - Stage 3 Detailed Design Plans					
4.2.A - Quantities and Notes					
4.2.A.A - Pavement Subsummary	X	X			Low Complexity. One (1) sheet assumed = 12 hours. Includes pavement work for waterline construction along Boston Road.
4.2.A.B - Drainage Subsummary	X	X			Low Complexity. Two (2) sheets assumed at 8 hrs/sheet = 16 hrs. Includes storm sewer, underdrains, and erosion control.
4.2.A.C - Roadway Subsummary	X	X			Low Complexity, includes sanitary sewer and water work subsummaries. One roadway and one and a half utility subsummaries for a total of 2.5 sheets at 16 hours/sheet = 45 hours.
4.2.A.D - Not used					
4.2.A.E - Maintenance of Traffic Subsummary					Assumes no MOT subsummary required. MOT not expected to require items not part of "lump"
4.2.A.F - Pavement Marking Subsummary	X	X			Pavement Marking items will be shown on Signing Subsummary sheet.
4.2.A.G - Signing Subsummary	X	X			Very low complexity. Assumes 1 subsummary sheet.
4.2.A.H - Signal Subsummary					
4.2.A.I - Noise Wall Subsummary	X	X			Low Complexity. Assumes 16 hours for 1 sheet.
4.2.A.J - Retaining Wall Subsummary	X	X			Assume 1 lighting subsummary sheets
4.2.A.K - Lighting Subsummary					
4.2.A.L - Landscape Subsummary					
4.2.A.M - General Summary Sheet	X	X			Medium complexity. 2 sheets at 20 hours/sheet = 40 hours.
4.2.A.N - Bridge Estimated Quantities Sheet	X	X			Low Complexity. Assumes 24 hours for 1 sheet.
4.2.A.O - Reinforcing Steel Schedule	X	X			Low complexity. 3 sheets at 3 hours per sheet = 9 hours.
4.2.A.P - General Notes	X	X			Low complexity. One (1) subsummary sheet at 0.5 hrs/sheet plus 8 hours for subsummary sheet creation = 9 hours.
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	X	X			

Foltz Parkway Extension, Phase 2		Narrative				
Task Needed	Consultant	ODOT	LPA	If Authorized		
4.2.A.R - Lighting Notes	X	X			Assume 1 lighting note sheet	
4.2.A.S - Bridge General Notes						
4.2.A.T - Fencing Plan Subsummary						
4.2.B - Traffic Signal Plans & ITS Plans						
4.2.B.A - Wiring diagram & pole orientation						
4.2.B.B - Timing Chart						
4.2.B.C - Elevation Views of Mast Arm Poles						
4.2.B.D - Traffic Signal Signs						
4.2.B.E - ITS (Traffic Surveillance)						
4.2.C - Signing Plans	X	X			Very low complexity.	
4.2.C.A - Signing Plans						
4.2.C.B - Elevation View of Major Signs						
4.2.C.C - SignCAD						
4.2.D - Miscellaneous						
4.2.D.A - Obtain Railroad Agreement						
4.2.D.B - Prepare FAA Form 7460-1 for Airway/Highway Clearance						
4.2.D.C - Stormwater Pollution Prevention Plan	X	X			2 Plans sheets and 3 notes sheets anticipated.	
4.2.D.D - Update Systems Engineering Analysis						
4.2.D.E - Baseline Construction Schedule						
4.2.D.F - Include copies of Standard Details in the Construction Plan	X	X			The applicable non-city standard construction drawings referenced on the title sheet will be placed on plan sheet borders and included in the construction plan. It is estimated this task will take 8 hours	
4.2.D.G - Title Sheet						
4.2.E - Lighting Plans						
4.2.E.A - Lighting Details					No lighting detail sheets are assumed to be necessary. Assume that standard pole drawing can be obtained from the City	
4.2.E.B - Lighting Details - Underpass Lighting						
4.3 - Prepare Cost Estimates and Revise Milestone						
4.3.A - Roadway/Interchange Costs	X	X			Low complexity = 16 hours.	
4.3.B - Right of Way	X	X				
4.3.C - Structures Costs	X	X			This is for water and sanitary only included in the project.	
4.3.D - Utility Costs	X	X				
4.4 - Final Plan Package						
4.4.A - Submission of Final Tracings and Documentation	X	X			Assumption is a total of 104 sheets at .25 hrs/sheet = 26 hrs.	
4.5 - Project Management for Final Engineering and Right of Way Phase						
4.5.A - Meetings	X	X			1 Progress Meeting planned for Stage 3 plan coordination at Strongsville Office attended by 2 ms representatives. Time includes preparation of meeting minutes.	
4.5.B - General Oversight	X	X			Low Complexity Assume 3 months from Stage 2 approval thru Final Tracing status. 3 months at 5 hrs./month = 15 hrs.	
4.5.C - Project Set Up	X	X				
4.5.D - Non Routine (Soft) Items						
4.6 - Pre-Bid Activities						
4.6.A - Pre-Bid Questions	X	X		X	Provide assistance to City in developing the bidding documents, legal ad and selling the plans. Respond to pre-bid questions and issue any needed addenda. Estimate of anticipated time/costs.	
5 - Construction Phase						
5.1 - On-going Services during Construction						
5.1.A - On-going Services During Construction	X	X		X	Estimate of anticipated time/cost.	

Mr. Ken Mikula, P.E.
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

August 9, 2019

Re: **Foltz Parkway Extension, Phase II**

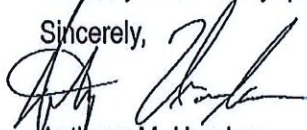
Dear Mr. Mikula:

ms consultants understands the critical issues for the Foltz Parkway Extension include securing the project funding, updating the waterway permit and reducing design costs by reusing the prior design and investigations to the extent practical. Our team offers diverse experience in successfully delivering transportation projects on time and within budget. We have completed similar roadway, waterline and industrial park improvement projects for cities, counties and ODOT districts throughout Ohio. Our staff has expertise in roadway, utility planning and storm sewer, and culvert design, as evidenced by our example projects such as the Strip Avenue Extension project in Jackson Township, Stark County that was just opened to traffic last month.

Brian Hughes, PE, will serve as your Project Manager and main point of contact. He specializes in the management and design of projects in urban areas, including recent projects in downtown Cleveland and Youngstown. He will be responsible for assuring quality, assigning staff, monitoring the project budget and schedule, and coordinating completion of project deliverables for ms and our subconsultants.

Should you have any questions, please contact Brian or me at 330-258-9920.

Sincerely,



Anthony M. Urankar
Regional Manager – Akron/Cleveland



Michael D. Kratofil, P.E.
Chief Operating Officer

SECTION 1 ODOT Prequalifications

The ms consultants team is prequalified by ODOT in all of the services shown below, including those required for the Foltz Parkway Extension (shaded in gray). All categories are held by ms unless otherwise noted.

Bicycle Facilities & Enhancement Design	Traffic Signal System Design
Non-Complex Roadway Design	Limited Highway Lighting Design
Complex Roadway Design	Complex Highway Lighting Design
Interchange Justification / Modification Study	Environmental Document Prep. – EA/EIS
Safety Study	Environmental Document Prep. – CE
Limited Right of Way Plan Development	Environmental Document Prep. – Section 4(f)
Complex Right of Way Plan Development	Ecological Surveys
Level 1 Bridge Design	Stream and Wetland Mitigation
Level 2 Bridge Design	Air Quality Analyses
Level 1 Bridge Inspection	Noise Analyses and Abatement Design
Geotechnical Engineering (Pro Geotech)	Regulated Materials Review
Geotechnical Testing Lab. (Pro Geotech)	Construction Management Firm
Basic Traffic Signal Design	Cost Accounting System – Unlimited (ms / Pro Geotech)

SECTION 2 Subconsultants

Although not likely to be needed, ms consultants has added **Pro GeoTech, Inc.** to provide any Geotechnical services for continuity since the former company, Prime Engineering and Architecture, Inc. performed the prior geotechnical investigations. The estimated percentage of work they could provide is 8% of the contract.

Pro Geotech, Inc. (PGI) is a full-service geotechnical engineering company based in Cleveland, OH. PGI has offered geotechnical engineering, laboratory testing, construction observation and materials testing, drilling, coating inspection, and maintenance of traffic services to clients in both the public and private sectors since 1996. PGI has provided geotechnical engineering related services for more than 500 transportation, industrial, commercial, and public infrastructure projects, with the majority of those located in Ohio.

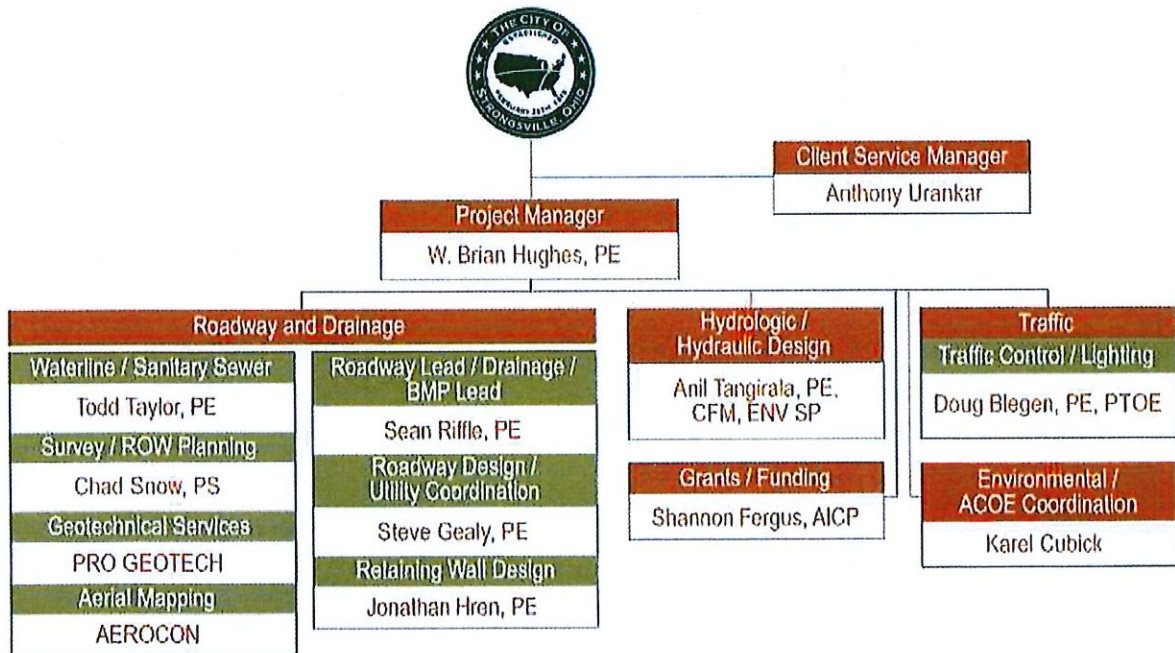
PGI is currently certified as: Ohio Department of Transportation (ODOT), DBE; Ohio Department of Administrative Services, EDGE, MBE; and City of Cleveland, Ohio, MBE, CSB.

Pro Geotech is prequalified with ODOT for the following: Geotechnical Engineering Services, Geotechnical Testing Laboratory, Geotechnical Field Exploration, Geotechnical Drilling Exploration, Construction Management Firm and Cost Accounting.

Aerocon Photogrammetric Services, Inc., based in Willoughby, OH, will provide aerial mapping. The estimated percentage of work they provide will be 8% of the contract.

SECTION 3 Project Manager and Key Staff

Project Team Organization



For the Foltz Parkway Extension project, ms consultants will provide most of the necessary services in-house, except where noted. Brian Hughes will manage and coordinate all technical service groups. Short resumes for each member of the team are included on pages 3-5.

W. BRIAN HUGHES, PE – PROJECT MANAGER

34 years of experience; Professional Engineer: OH

Mr. Hughes will serve as project manager for the Foltz Parkway Extension project. With almost 35 years of experience, he has managed more than 45 transportation projects in northeast Ohio – many of those being road improvement and/or new construction projects very similar to Foltz Parkway, such as the Strip Avenue Extension in Stark County, Roger Lindgren Way in Youngstown, and the Darrow Road (SR 91) widening project in Hudson. He is ms consultants' senior project manager in northeast Ohio and his experience includes roadway design, streetscape design, bikeways, interstate highway design, and bridge design and inspection.

He has worked on many roadway LPA projects and is very familiar with ODOT procedures, adhering to their processes through his work on roadway projects for local cities and townships. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hazel Street Extension**, Youngstown, OH

SEAN RIFFLE, PE – Will be the ROADWAY / DRAINAGE / BMP LEAD ENGINEER

17 years of experience; Professional Engineer: OH, IN, NC

Mr. Riffle has a broad background in transportation infrastructure design, with comprehensive technical experience in roadway and storm water related design including highway interchanges, urban roadway improvements, pedestrian and bicycle facilities, maintenance of traffic, storm sewer conveyance, hydraulic analysis, culverts, post construction storm water management, and erosion and sediment pollution control. Relevant project experience:

- **Hamilton Road Improvements**, Gahanna, OH / Franklin County, OH
- **US 62 Improvements**, Stark County, OH
- **State Street Corridor Improvements**, Westerville, OH

STEVE GEALY, PE – Will provide ROADWAY DESIGN / UTILITY COORDINATION

30 years of experience; Professional Engineer: OH, PA

As a project engineer, has directed preliminary studies, design development, and construction document preparation for a wide range of transportation projects. These include Interstate roadway reconstruction, urban roadway reconstruction, urban roadway resurfacing, new limited access highways, interchange re-configuration, municipal roadways, sidewalks and bikeway/bike lane projects. As part of the design of these facilities, has been responsible for coordination of proposed roadway and bridge facilities with utility companies. This has included utility meetings both at the site and in office, establishment of SUE Level A test hole locations, layout of potential utility relocation alignments, and providing progress construction plans. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH

JONATHAN HREN, PE – Will provide RETAINING WALL DESIGN

22 years of experience; Professional Engineer: OH, AZ, CA, FL, KY, MA, WV

A project manager, senior engineer, bridge team leader, and provides quality assurance on projects throughout Ohio. He has served as lead engineer on vehicular, pedestrian and railroad bridge projects, ranging from reinforced concrete box culverts, to pedestrian bridges and tunnels, to multi-span highway structures. His structural engineering expertise includes tangent and curved steel girder bridges, prestressed box and I-beam structures, cast-in-place post-tensioned box beam bridges and straddle bents, and numerous types

of cantilever and tied back retaining walls. Relevant project experience:

- **Huntington Road Waterline Replacement**, Shaker Heights, OH
- **GCRTA Light Rail Line Guard Walls and Retaining Walls**, Shaker Heights, OH
- **FRA-70-14.48 CIP Cantilever Retaining Walls**, Columbus, Ohio
- **LOR-58-7.36 CIP Cantilever and Temporary Tied-back Sheet Piling Retaining Walls for CSX Railroad Grade Separation Structure**, Wellington, Ohio (*prior to ms*)
- **Fulton Road Bridge Soldier Pile and Lagging Walls for Shared Use Path, CIP Cantilever Wall along Big Creek, and MSE Wall for Bridge Abutment**, Cleveland, Ohio (*prior to ms*)

DOUG BLEGEN, PE, PTOE – Will provide **TRAFFIC CONTROL** and **LIGHTING DESIGN**

42 Years of Experience; Professional Engineer: OH, FL, IN, KY, NC

Responsible for the design and preparation of signing, pavement marking, street lighting, traffic signal plans and MOT during construction. He has provided these plans for similar projects throughout Ohio and is a recognized expert in roadway lighting, traffic signal and MOT design. He was an instructor for the MOT and Traffic Signal Modules of ODOT's Traffic Academy. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Salt Springs Road Industrial Park**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH

CHAD SNOW, PS – Will provide **SURVEY** and **ROW PLANNING**

24 Years of Experience; Professional Land Surveyor: OH, IN

ODOT-prequalified for ROW Plan Development and skilled in a variety of field survey types – topographic, boundary, and ALTA/ASCM property surveys. Also experienced with GPS surveying technology. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH
- **Huntington Road Waterline Replacement**, Shaker Heights, OH

TODD TAYLOR, PE – Will provide **WATER MAIN / SANITARY SEWER DESIGN**

16 years of experience; Professional Engineer: OH

Experienced with a focus on wastewater treatment and collection along with drinking water treatment and distribution. He has extensive experience in the hydraulic modeling of treatment facilities, water distribution networks, as well as sanitary sewer, storm sewer, and combined sewer systems. His experience includes all project phases, from planning, preliminary studies, design services, and bidding to construction services. Relevant project experience:

- **Darrow Road (SR 91)**, Hudson, OH
- **Huntington Road Waterline Replacement**, Shaker Heights, OH

ANIL TANGIRALA, PE, CFM, ENV SP – Will provide **HYDRAULICS / HYDROLOGY** and **BMP DESIGN**

17 Years of Experience; Professional Engineer – OH; Certified Floodplain Manager

A water resources engineer and CFM with experience in hydrologic, hydraulic, and water quality analyses along with fluvial geomorphology, stream channel erosion/scour analysis and BMP design. Very familiar with bridge modeling and hydraulic design criteria in ODOT's L&D manual. Watershed Committee Chair of the Ohio Water Environment Association, and on the Water Environment Federation Stormwater Committee.

Relevant project experience:

- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH
- **Western Reserve Road (CR 32), Phase I**, Mahoning County, OH
- **Cosgray Road Extension**, Hilliard, OH

KAREL CUBICK – Will provide **ENVIRONMENTAL / ACOE COORDINATION**

31 years of experience; Transportation Research Board; National Association of Environmental Professionals Supervises a variety of transportation planning, municipal services, and environmental compliance projects. Specializes in the preparation of NEPA documents and supervises all related environmental studies. Experience includes Draft and Final EIS documents for projects in Ohio, Indiana, Pennsylvania, and West Virginia. He has also prepared EA/FONSI, CE, and Reevaluation documents along with related Section 4(f)/6(f) documents for dozens of ODOT and Ohio LPA projects. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH

SHANNON FERGUS, AICP – Will provide **GRANTS & FUNDING ASSISTANCE**

9 years of experience; American Institute of Certified Planners

Ms. Fergus helps municipalities identify and procure funding and grant sources. She has experience in public financing, grants, and urban planning, with additional expertise in public-private partnerships and advanced development tools such as Tax Increment Financing (TIF), New Community Authorities, and Special Improvement Districts (SIDs). She is well versed in a broad variety of public financing programs and can assist clients during every step of the process. Relevant project experience:

- **US Route 6 Corridor Study**, Lorain County, OH
- **Summerford Sanitary Sewer Extension**, Madison County, OH

WALID NAJJAR, PE (Pro Geotech) – Will provide **GEOTECHNICAL SERVICES** (*if needed*)

27 Years of Experience; Professional Engineer: OH, MD

Experience on projects involving geotechnical analysis, environmental investigations, structural design, and construction supervision. Experience includes work on 100+ single and multi-span bridge replacement projects and 60+ roadway subsurface investigation projects, many of which involved evaluation of subsurface soil/rock conditions for both deep and shallow foundation system design, slope stability analysis, and pavement design. Relevant project experience:

- **MEG-124-22.72, New Roadway**, Meigs County, OH
- **WAR-71-3.22, Roadway Widening**, Warren County, Ohio

SHAN SIVAKUMARAN, PE (Pro Geotech) – Will provide **GEOTECHNICAL SERVICES** (*if needed*)

24 Years of Experience; Professional Engineer: OH

Has worked on numerous geotechnical engineering projects involving interstate highway widening, highway interchanges, grade separations, local roadways and intersections, bridge replacement and rehabilitation, bikeways, culverts and retaining walls. Experience includes development and implementation of subsurface exploration and laboratory testing programs, evaluation of subsurface soil/rock conditions and calculating soil parameters, foundation analysis, bearing capacity analysis, slope stability analysis, settlement analysis, lateral earth pressure calculations, groundwater management, pavement design, earthwork and construction and monitoring, and writing detail technical reports. Relevant project experience:

- **Cedar Avenue Reconstruction**, Cleveland, OH
- **Broadway Avenue Rehabilitation**, Cleveland, OH

Relevant Project Experience

The projects highlighted in this section all involved scope of service elements relevant to those required to successfully complete the Foltz Parkway Extension.

Project Name	Field Surveys / Existing Conditions Mapping	Utility Coordination	Subsurface Investigations	Roadway and Drainage	Utility Adjustments	Traffic Control	Retaining Walls	Sanitary Sewers	Water Main	Right of Way	Contract Documents	Cost Estimates	Bidding and Award Support Services
Strip Avenue Extension	●	●	●	●	●	●		●	●	●	●	●	●
Roger Lindgren Way	●	●	●	●	●	●			●	●		●	●
Salt Springs Road Industrial Park	●	●	●	●	●	●		●	●	●	●	●	●
SR 91 / Darrow Road Widening	●	●	●	●	●	●	●		●	●		●	◆
Hamilton Road Improvements	●	●	●	●	●	●	●		●	●	●	●	
Huntington Road Waterline	●	●			●				●		●	●	●

◆Note: Bidding and award has not yet taken place.

Strip Avenue Extension – Jackson Township, OH

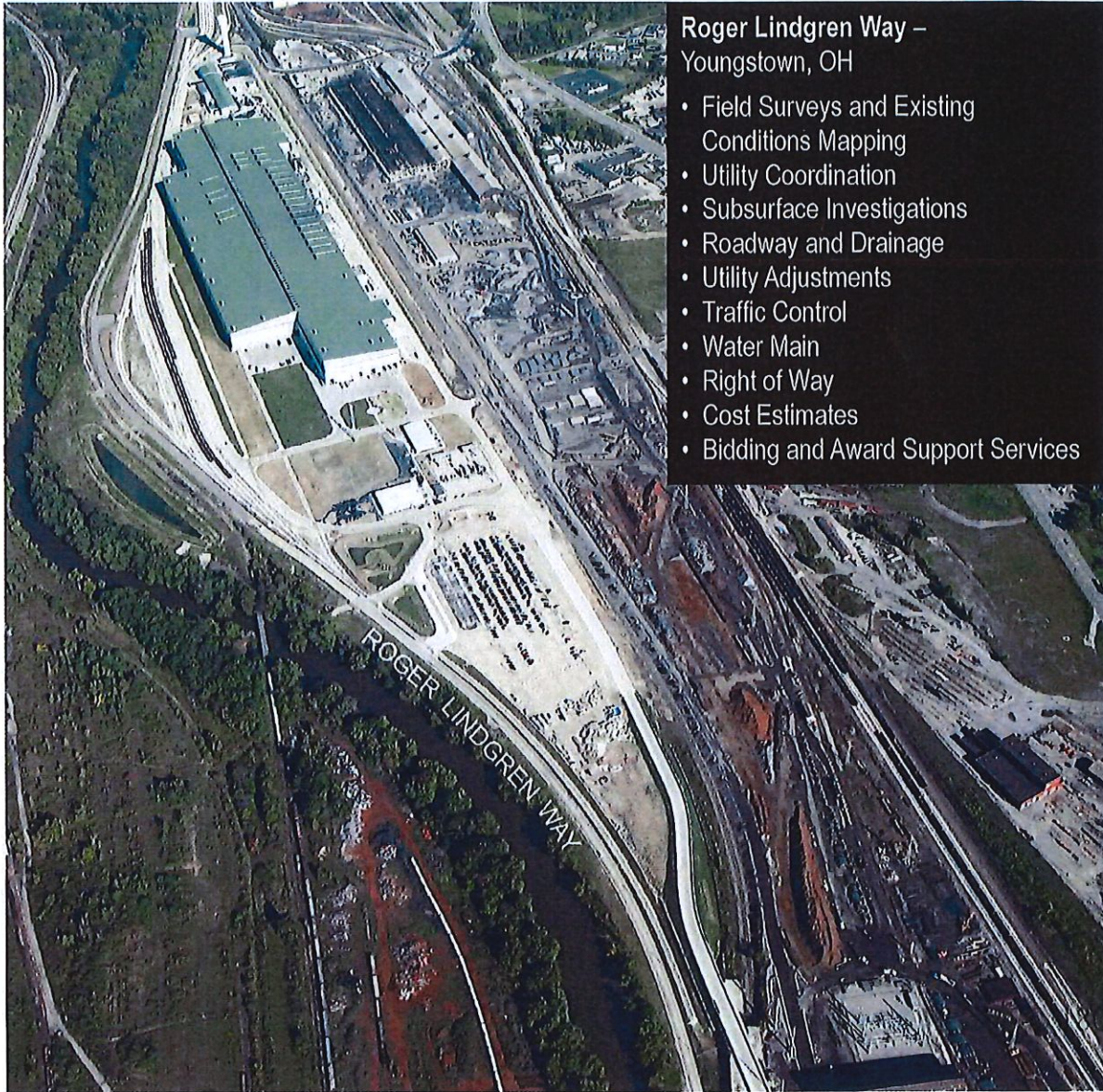
- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Sanitary Sewers
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



Foltz Parkway Extension team members involved:

- **Brian Hughes** – Project Manager for the final design plan preparation to extend Strip Avenue from its current terminus to Applegrove Street to promote retail development on a vacant tract of land. The roadway planning required extensive coordination with the developer and DEO to maximize the site's commercial usage by relocating a gas line and avoiding sensitive environmental resources.
- **Doug Blegen** – Supervised the final Traffic Signal and Traffic Control plans including final design, notes, quantities, and construction cost estimates.

- **Karel Cubick** – Served as Technical Manager for Waterway Permit Applications. Assisted with field studies and reports. QA/QC of technical documents.
- **Steve Gealy** – Provided quality control review for the final construction plan submission.
- **Chad Snow** – Provided surveying and base mapping.



Foltz Parkway Extension team members involved:

- **Brian Hughes** – Led the design team in the preparation of detailed construction plans for a new 10,000-foot-long roadway needed to support the Vallourec steel mill expansion project in the Mahoning Valley.
- **Doug Blegen** – Provided Traffic Control and Maintenance of Traffic Services.
- **Karel Cubick** – Conducted a transportation air quality and noise analysis for the combined highway and railroad activity related to the redevelopment of the former steel mill site.
- **Steve Gealy** – Responsible for the development of grading plans for future site of the V&M plant expansion.
- **Chad Snow** – Updated the survey basemap.

Salt Springs Road Industrial Park – Youngstown, OH

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Sanitary Sewers
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



Foltz Parkway Extension team members involved:

- **Doug Blegen** – Supervised the final Traffic Signal and Traffic Control plans including final design, notes, quantities, and construction cost estimates.



Between the Vallourec and Salt Springs Road industrial park developments, ms consultants has been directly involved in providing vehicular access to some of the largest manufacturing areas in the Mahoning Valley. The economic impact of these developments to the region has been in the millions of dollars.

Likewise, we understand that community leaders in Stark County are hoping the Strip Avenue Extension will spur business interest in developing a newly accessible tract of land that has been designated as part of a joint economic development district between Jackson Township and the City of Canton.

Foltz Parkway Extension team members involved:

- **Brian Hughes** – As Project Manager, presently leading the final design development for the preferred alternative to add turn lanes at three key intersections, bike lanes in each direction, and a new sidewalk with decorative lighting along the east side of the road while minimizing utility impacts. He is guiding the design team, managing the geotechnical investigation subconsultant and proactively communicating with the City of Hudson throughout the planning and decision-making process.
- **Doug Blegen** – Lead engineer for the design of the Traffic Control and Lighting plans. Traffic Control plans included three Rectangular Rapid Flashing Beacon (RRFB) locations.
- **Karel Cubick** – As lead environmental specialist, led the environmental studies for the project, including oversight of the cultural resources investigation, waterway permitting, 4(f) compliance and preparation of the environmental document.
- **Steve Gealy** – As Technical Service Manager, provided design engineering for all roadway related technical aspects of the project, including oversight and daily assignments of the technical staff.
- **Todd Taylor** – Provided QA/QC and managed coordination of work in the design of 2,955 feet of new 16-inch water line along a state route. An additional 660 feet of 8-inch water was also designed.
- **Chad Snow** – Right-of-way project reviewer. Developed the proposed right of way lines and prepared new legal descriptions for the project that met the local county conveyance standards along with supplying closure calculations for all parcels.

- SR 91 (Darrow Road) Widening – Hudson, OH**
- Field Surveys and Existing Conditions Mapping
 - Utility Coordination
 - Subsurface Investigations
 - Roadway and Drainage
 - Utility Adjustments
 - Traffic Control
 - Retaining Walls
 - Water Main
 - Right of Way
 - Cost Estimates

Hamilton Road Improvements – Gahanna, OH

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Retaining Walls
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates



Foltz Parkway Extension team members involved:

- **Doug Blegen** – Lead engineer for the design of the Lighting and Traffic Control plans for this major arterial, including two roundabouts and multiple Rectangular Rapid Flashing Beacons (RRFBs). Provided the concept Maintenance of Traffic plan.
- **Karel Cubick** – Environmental specialist. Supervised ambient noise monitoring, predicted future traffic noise levels, and determined potential noise impacts associated with proposed roadway widening. Supervised preparation of Ecological Survey Report, Hazardous Waste Screening, and Phase I Cultural Resource-

- es investigation by subconsultant. Prepared CE document and assisted with response to public comments.
- **Sean Riffle** – Lead drainage and roadway design engineer. Responsible for storm sewer design including inlet spacing calculations, storm sewer routing and sizing, ditch analysis and PCSW BMPs, in addition to roadway design and plan development, intersection details, cross sections, and vertical alignments.
 - **Chad Snow** – Lead surveyor. Coordinated the field surveys, base mapping and right-of-way plans.
 - **Anil Tangirala** – Worked on the BMP and green infrastructure conceptual alternatives and design to meet the post-construction BMP alternatives. Computed water quality volumes and developed strategies to route drainage to proposed Bioretention basins. Also involved in the detailed design of Bioretention.

Huntington Road Waterline Replacement – Shaker Heights, OH

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Utility Adjustments
- Water Main
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



Foltz Parkway Extension team members involved:

- **Jonathan Hren** – Project Manager for the replacement of an existing 6" in diameter waterline with a new 3,750' long, 8" waterline in the same location as the existing.
- **Todd Taylor** – Provided QA/QC and managed the coordination of work in the design 3,766 feet of new 8-inch waterline to replace aging waterlines.
- **Chad Snow** – Led all survey and right of way efforts associated with the extension of the waterline. Directed and supervised all field activities and prepared the necessary survey and right of way base maps for the project design.

SECTION 4 Capacity of Staff

The Foltz Parkway Extension project team is available to start immediately on the City's intended authorization date of September 2019. The proposed team is approaching the end of several projects and has ample availability during the 6-month design schedule. ms consultants will complete the following projects by October 2019, resulting in availability of the key staff indicated:

- MAH – Fifth Avenue Safety Upgrade and Rehabilitation (Stage 3 Plans 8/30/19)
- TRU – E. Market Street / North Road Intersection Widening (Final Tracings 9/20/19)
- TRU – Reserve Avenue Bridges Rehabilitation (Final Tracings 9/27/19)

This resulting staff availability will be allocated to provide the resources needed to complete the project on time. During active periods of work on the stage submittals, Mr. Hughes will make sure that the key staff are 100% committed to the Foltz Parkway Extension Phase II project.

SECTION 5 Project Approach

PROJECT UNDERSTANDING – The City of Strongsville is seeking Letters of Interest (LOI) for the design of Foltz Parkway Extension, Phase II. With the continued demand for space within Strongsville's industrial parks, the Foltz Industrial Park (aka Strongsville Business and Technology Park), is poised for a southward expansion to create more space for business opportunities. Phase I of Foltz Parkway South was constructed in 1995 and extended the roadway to about 1,650 feet south of Stelfast Parkway. Phase II will extend the roadway another 2,000 feet and is planned to terminate in a cul-de-sac.

Foltz Parkway is a 35mph, 3-lane concrete section having a width of 40'-0" out/out of curb lines. The roadway is centered within an 80-foot wide right of way (ROW) and has 12-foot wide utility easements set beyond the ROW limits. The existing utility features will be perpetuated with the Phase II roadway extension. They include: a 12" water main, a 15" sanitary sewer, underground electric with cobra style overhead lighting, and gas service. Due to pressure needs, the water main will extend south past the cul-de-sac and continue to Boston Road. From there it will continue east 4000-feet and tie into the water main at Prospect Road. Like the other sections of the parkway, this project will have a closed drainage system with a single storm trunk line positioned on one side of the roadway.

Project manager, Brian Hughes, is quite familiar with Foltz Parkway having first visited the site in November 2005 when this project was previously advertised for design services and ms consultants submitted a LOI. From that posting, construction plans were ultimately prepared for this same section. At that time the roadway was originally designed to connect to Boston Road much further south.

Mr. Hughes revisited the Foltz Parkway project site on July 16th and met with Lori Daley afterward. From the tree clearing and grading witnessed during the field walk and from review of available information, including the original construction plans, the April 2010 Army Corps of Engineers (ACOE) Waterway Permit, the June 2015 Preliminary Jurisdictional Determination, the Prime Engineering & Architecture Inc.'s (today's Pro Geotech, Inc.) Subsurface Exploration Reports, and the dedication plat, the key items to make the project a success include:

- **Securing the project financing,**
- **Updating the Waterway Permit through proactive agency coordination,**
- **Maintaining the previous design intent to the extent practical,**
- **Reusing the Subsurface Exploration findings already completed and available.**

Over the years, ms consultants has designed many industrial parks with supporting infrastructure and agency coordination. In fact, on July 11, 2019 Mr. Hughes and our environmental and roadway teams participated in the ribbon-cutting for the Strip Avenue Extension project in Jackson Township, which opens up a 56-acre tract of land for commercial development. It includes many similar features as the Foltz Parkway project, such as 2000-feet of new 3-lane roadway, a 12" Aqua Ohio water main, an 8" Dominion Energy Ohio gas storage line relocation, a new culvert, and significant embankment construction. ms consultants also provided the required environmental coordination with the ACOE for stream and wetland permitting, as well as the dedication plat for the donated land.

Project Approach: At the onset of the project, a primary objective will be to take steps to secure funding to construct this project. Under the leadership of Shannon Fergus, ms consultants' funding and grants specialist, we will identify viable funding sources and mechanisms to assist the City in making the project a reality. Our team has collaborated



with numerous funding agencies, such as U.S. Department of Commerce, U.S. EPA, ACOE, and many others. From these relationships, we are familiar with each agency's goals and selection criteria. Once the appropriate funding agency is identified, we will work with the City and its experienced Economic Development Department to develop the most effective funding applications. ms consultants also has extensive experience working with new and redevelopment projects, and identifying alternative infrastructure funding strategies from the area's increased real estate valuation and revenue generation. These include: Tax Increment Financing, Incentive Districts, Special Assessments, New Community Authorities and Special Improvement Districts.

Cost Saving Strategies: ms consultants will reuse as much of the original design intent as possible, such as the alignment, grades, and utility placements presented in the original plans. If electronic design files become available, the design process will be an even more streamlined endeavor. We have obtained and reviewed the March 2004 (Phase I) and October 2006 (Phase II) Subsurface Exploration Reports. The Phase II geotechnical investigation included eight (8) roadway borings, six (6) culvert borings and seven (7) water line borings along Boston Road. The report findings and recommendations are still relevant and will be salvaged – provided the alignment and grades remain fairly consistent.

We recommend an aerial survey be completed this fall as leaf drop dictates. That survey will identify any changes in the topography since 2005, such as the tree clearing and rough grading, and provide a digital terrain model suitable to begin plan, profile and cross section production. From our review of the original construction plans it was noticed the BMPs for storm water management will need changed since the exfiltration trenches are no longer an acceptable treatment system. Our team has extensive experience designing water quality BMP's that will need to be implemented with this project. We also noticed that the lateral clearance between the 12" water main to the storm trunk sewer does not meet today's 10' clearance separation. These issues will each be corrected with the revised design.

Waterway Permitting: ms consultants has an in-house waterway permitting team that is ideally suited to assist the City with an update of the previously issued Section 404 permit and mitigation plan, if these services are necessary. Our team, based in our Akron office, is currently working with the Army Corps Buffalo District on Section 404 permits for Hudson's Darrow Road project and a private development project in Richfield. Our experienced wetland scientists have a strong working relationship with Buffalo staff and also Ohio EPA Northeast Region staff. If needed, we can represent Strongsville's interests when dealing with these regulatory agencies and attempt to reduce or eliminate the need for any further investigation, documentation, or mitigation design/monitoring. If such services are demanded by the ACOE or Ohio EPA, the same team can work with our design team to complete any assignments quickly, efficiently, and without duplication of effort.

Hydrologic & Hydraulic Study: The Phase II roadway extension will require crossing a tributary to the West Branch of Rocky River, as well as crossing nature preserve areas and constructed wetlands. FEMA has identified this section as a Zone A Flood Hazard Area. FEMA has not conducted a detailed study of the area, and there is no established floodway, therefore the allowable water surface surcharge must be limited to the requirements of the Local Floodplain Coordinator or one (1) foot, whichever is less.

The proposed alternatives to be modeled include an 8' x 4' box culvert and a 30" circular culvert. Hydrologic and Hydraulic (H&H) analysis will be conducted to ensure that the proposed culverts satisfy the design year frequency headwater and discharge requirements as well as meet FEMA floodplain requirements.

Quality & Commitment: ms consultants has developed a progressive project delivery system that reflects our commitment to excellence and assures our clients consistently precise deliverables. Brian Hughes as project manager is responsible to the client for overall project quality, including the following – compliance with the project scope of work; schedule and ensuring each discipline has information needed to meet time lines; project quality, ensuring proper corrective actions are taken, as required; disposition of non-conforming work and services; and communication and coordination quality. Should we be selected for your project, we pledge our commitment to providing cost-effective, responsive design services.

RE: FOLTZ PARKWAY EXTENSION PHASE II PROJECT

**ADDENDUM TO TECHNICAL AND PRICE PROPOSAL BETWEEN
THE CITY OF STRONGSVILLE AND
MS CONSULTANTS, INC. ("CONSULTANT")
FOR CERTAIN ENGINEERING DESIGN & CONSULTING SERVICES**

1. **SUPPLEMENTARY FORMS.** The parties agree that the following forms as identified and attached hereto, shall become part of the within Agreement:

Affidavit
Affirmative Action Certificate
Non-Collusion Affidavit
Statement as to Interested Parties
Delinquent Personal Property Tax Affidavit
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)

2. **WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards, care, diligence and skill exercised by similar professionals within the Northeast Ohio area.

3. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
 - Worker's Compensation Statutory
 - Employer's Liability \$500,000/\$500,000/\$500,000

- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage

- (c) Comprehensive General Liability (naming the City as additional insured)
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 product/completed operations per occurrence
 - \$1,000,000 personal injury/advertising liability

- (d) Umbrella/Excess Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products aggregate

- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

4. CONSULTANT'S INDEMNIFICATION. Consultant hereby agrees to indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

5. 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.

6. 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.

7. 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.

8. 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:
W. Brian Hughes, P.E.
Sr. Project Manager, NE Ohio
ms consultants, inc.
333 East Federal Street
Youngstown, OH 44503-1821

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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, 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 advance written consent of the other party.

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

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
MS CONSULTANTS, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

W. Brian Hughes, P.E., Sr. 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 Agreement has been lawfully appropriated for the purpose of the Agreement 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 _____, 2020.

Neal M. Jamison, Law Director

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: _____

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 _____, 201____ .

(Notary Public)

CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Engineering Design and Consulting Services for
Foltz Parkway Extension Phase II

July 12, 2019

Submission Due

August 9, 2019

CITY OF STRONGSVILLE

LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS ENGINEERING DESIGN AND CONSULTING SERVICES FOLTZ PARKWAY EXTENSION PHASE II

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 **Foltz Parkway Extension Phase II**. The proposed Project will consist of the extension of Foltz Parkway, from its current terminus south of Drake Road, through property owned by the City of Strongsville, a distance of approximately 2000 feet and cul-de-sac. A location map is attached for reference.

The proposed improvements shall include: reinforced concrete roadway- 9" thick, storm sewers, roadway culverts, sanitary sewers, water mains, all required earthwork, and additional appurtenances as required.

The City of Strongsville shall provide a conceptual horizontal alignment of the roadway and a record plat of the site to the engineering consultant.

The City of Strongsville Intends to administer the project.

It is anticipated that the selected consultant will be authorized to proceed by on or about September 2019. 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 9, 2019. 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

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

Advertisements in Plain Dealer

July 12, 2019

July 19, 2019

July 26, 2019

July 12, 2019

**Foltz Parkway Extension Phase II
City of Strongsville, Ohio
Response Due Date: August 9, 2019**

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide professional engineering services for surveying, design, and construction plans, contract documents and estimates, for the Extension of Foltz Parkway Phase II, in the City of Strongsville.

Estimated Construction Cost: \$3,500,000

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;.

The plans are to be completed and on file with the City of Strongsville within six (6) months from the date of authorization.

It is anticipated that the selected Consultant will be authorized to proceed by September 2019.

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 Mikula, City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
ken.mikula@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
- Traffic control
- Retaining walls
- Sanitary sewers
- Water main
- Right of way
- 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 009

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIFTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, in addition, on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, further, on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, on March 5, 2018, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 009
Page 2

WHEREAS, based upon six (6) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS, North Royalton has agreed to such a Fifth Amendment providing for an increase in fees retroactive to January 1, 2020.

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 *Fifth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio*, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2020, commencing and retroactive to January 1, 2020 through December 31, 2020, at an adjusted rate of \$47,208.42 per month, for a total of \$566,501.04 for the year 2020, in accordance with the terms and conditions set forth in the proposed Fifth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2020 and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open 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 enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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.

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 009
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2020-009 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**FIFTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

THIS FIFTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ___ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as "Royalton".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a Fourth Amendment to Agreement providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment To Agreement between the parties; and

WHEREAS, based upon six (6) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of

operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. **For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation.**

* * *

2. This Fifth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2020 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Fifth Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

CITY OF NORTH ROYALTON
("Royalton")

By:



Larry Antoskiewicz, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By:


Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

12/20/19

Date



Finance Director, City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 31st day of December, 2019.



Thomas A. Kelly, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, _____.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 010

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Olmsted Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Olmsted Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, thereafter on November 15, 2017, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon three years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-208; and

WHEREAS, based upon the five (5) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, therefore, Olmsted Falls has agreed to a *Third Amendment to Agreement* providing for an increase in fees retroactive to January 1, 2020.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 010

Page 2

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 Third Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2020, commencing and retroactive to January 1, 2020, at an adjusted rate of \$21,536.00 per month, for a total of \$258,432.00 for the year 2020, in accordance with the terms and conditions set forth in the Third Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2020 and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open 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 enter into the Third Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2020-010 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**THIRD AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF OLMSTED FALLS, OHIO**

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and the **CITY OF OLMSTED FALLS**, Ohio, hereinafter designated as “Falls”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, thereafter on November 15, 2017, the parties entered into a Second Amendment to Agreement providing for an adjustment to the provision for payment based upon three years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-208; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Olmsted Falls, from the rate of pay set forth in the Second Amendment To Agreement between the parties; and

WHEREAS, based upon the five (5) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

* * *

“F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month. For the period of operation from January 1, 2017 through December 31 2017, Falls will pay Strongsville at an increased rate of Twenty Thousand Two Hundred Dollars (\$20,200.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Two Thousand Four Hundred Dollars (\$242,400.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Falls will pay Strongsville at an increased rate of Twenty Thousand Three Hundred Seventeen (\$20,317.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Three Thousand Eight Hundred Four Dollars (\$243,804.00) for the fourth year of operation. **For the period of operation from January 1, 2020 to December 31, 2020, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-One Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$21,536.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Eight Thousand Four Hundred Thirty-Two and 00/100 Dollars (\$258,432.00) for such year of operation.**

* * *

2. This Third Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2020 only as specifically set forth herein. All rights and obligations of Strongsville and Falls under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Third Amendment to Agreement shall be binding upon Strongsville and Falls and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

CITY OF OLMSTED FALLS
("Falls")

By: _____
James Patrick Graven, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Date

Finance Director, City of Olmsted Falls

CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF OLMSTED FALLS

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, _____.

Andrew D. Bemer, Law Director

CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, _____.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 011

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2020, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, federal funds are administered through the Ohio Department of Public Safety (ODPS) to eligible entities for various targeted enforcement activity grant programs; and

WHEREAS, the City has been notified that University Hospitals of Cleveland has again received a Cuyahoga County OVI Task Force grant from the Ohio Department of Public Safety; and

WHEREAS, University Hospitals of Cleveland is desirous of once again engaging the City of Strongsville to provide targeted enforcement activity for 2020 in connection with the aforesaid OVI Task Force grant, in furtherance of the City's participation in the "Click It or Ticket" program.

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

Section 1. That this Council hereby approves and authorizes the Mayor's entering into a Services Agreement with University Hospitals of Cleveland for 2020, a copy of which is attached hereto as Exhibit A; and further authorizes and directs the Mayor and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 2. That any funds required to meet the City's obligation under this Agreement, if any, have been appropriated in accordance with law and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and authorize this agreement in order to participate in the Cuyahoga County OVI Task Force grant program and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 011
Page 2

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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-011 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**CONTRACT
UNIVERSITY HOSPITALS OF CLEVELAND**

SERVICES AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of October 2019, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of Strongsville and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant OVI-2020-University Hospitals Clev-00006 from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUBGRANTEE

Targeted enforcement by sworn law enforcement officers done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance, participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) Law Enforcement Reports: In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form and financial claim information on the Invoice Form. Monthly activity reports shall be submitted to the UHC by the 10th day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) Training Certification: The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
 - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
 - Sobriety Checkpoints/Alcohol-related Traffic Enforcement -- SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d.) Safety Belt Policy: Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) Enforcing Safety Belt Laws: Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) Pursuit Policy: Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to vehicular pursuit in accordance with NHTSA and IACP recommendations.
- g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC

EX.A

within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

- h.) Required Activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are: CIOT – May 11—May 31, 2020. Alcohol mobilization -- August 21 – September 7, 2020. These dates are subject to change according to Federal requirements.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$12,999.99** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered supplanting, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins October 1, 2019. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for FFY2020. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability. For additional information regarding the termination of an approved FFY2020 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than September 30, 2020.

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and pursuant to the requirements of the Ohio Department of Public Safety. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Subgrantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the UHC before the start of this contract.

VI. ASSURANCE REGARDING PARENT CONTRACT

The provisions of this agreement include all of the conditions and assurances of the parent agreement DVI-2020-University Hospitals Clev-00006 dated October 1, 2019 between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Subgrantee fail to fulfill any of its contractual duties in a timely manner, the UHC shall notify subgrantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Subgrantee shall have 30 days to resolve such deficiencies, unless otherwise stated by UHC.

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

VIII. TERMINATION

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information, at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

XI. DISCLAIMER

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

X. ADDITIONAL TERMS

Subgrantee shall comply with all federal, state, county, township and local government statutes, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.
- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.
- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.

- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

“Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office.”

Studies and evaluations should also include the following disclaimer:

“The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.”

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively “Ineligible”). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

XI. SIGNATURES

CITY OF STRONGSVILLE

Signature

Daniel I. Simon, M.D.

President

UHCMC

Date: _____

By: _____
Signature

Name: Thomas P. Perciak

Title: Mayor

Organization: City of Strongsville Police
Department

Date: _____

**Approved as to legal form only by the
Law Department of the City of Strongsville.**

By _____
Law Director

Date _____



Ohio Traffic Safety Office

Provisions for Sub-Grantee

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

Note: For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said patent/copyright disclosure without payment.

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Liability Disclaimer

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 11 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 012

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO MAKE PAYMENT FOR EMERGENCY REPAIRS TO FIRE DEPARTMENT EQUIPMENT, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Fire Department and Service Department determined that a Fire Department ladder truck was in immediate need of repair and created a real and present emergency; and

WHEREAS, therefore, it was immediately necessary to contract with an existing qualified and readily available local vendor already providing services to the City, who could promptly make emergency repairs to the ladder truck in order to protect the health, safety, welfare and property of the City.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Fire Department of the City of Strongsville, in that it has become immediately necessary to contract for emergency repairs to Fire Department equipment, without public bidding, from **FALLSWAY EQUIPMENT COMPANY**, in order to provide for the proper operation of the Fire Department, to protect the health, safety and welfare of the City's residents and invitees, and to conserve public funds.

Section 2. That, for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor to remit payment to **FALLSWAY EQUIPMENT COMPANY**, without public bidding, for the purchases reflected on the outstanding invoice attached as Exhibit A and incorporated herein, in the amount of \$1,138.50.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Emergency Vehicle Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and ratify said purchases in order to provide for the continuity of services and operation of the City's Fire Department and emergency services to the City's residents and invitees, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 012
Page 2

elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2020-012 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

FALLSWAY

EQUIPMENT COMPANY

1277 DeValera Avenue, P.O. Box 4537, Akron, Ohio 44310-0537
800-458-7941 or 330-633-6000

Work Ord	By	Sls
618816	19	536

WORK ORDER INVOICE

Date	Invoice #	Page
10-17-19	60055570	1

Sold To: 000
CITY OF STRONGSVILLE
16099 FOLTZ PKWY
STRONGSVILLE OH 44149-5598

Ship To:
CITY OF STRONGSVILLE
17000 PROSPECT RD
STRONGSVILLE OH 44149
Ship Via:

Purchase order 32765	Date 09-04-19	Job Number	Job Contact
-------------------------	------------------	------------	-------------

Seg# 000 Mfr:El Model:LADDER S/N:4EN3AAA3X81004518 Meter: 0
Equip ID:LADDER 2634

NOTES

UNIT-2634
YEAR-2008
MAKE-E ONE
MODEL-LADDER
VIN-4EN3AAA3X81004518
MILEAGE-34,714

Total for segment 0.00

Seg# 001 Mfr:El Model:LADDER S/N:4EN3AAA3X81004518 Meter: 0
Equip ID:LADDER 2634

CUSTOMER COMPLAINT OF UP AND DOWN MOVEMENT IN THE AERIAL MIDDLE FLY SECTION AT ABOUT 20 FEET EXTENDED. POSSIBLE WEAR PAD PROBLEM. CHECK AND ADVISE. STOP BY THE FIRE STATION ON TUESDAY AFTER WORK ON THE WAY HOME TO LOOK AT THE PROBLEM. CUSTOMER HAD THE LADDER UP ABOUT 30 TO 40 DEG. AND EXTENDED ABOUT 20 FEET. THE MIDDLE SECTION HAS EXCESSIVE MOVEMENT WHEN THE BOTTOM RUNG ON THAT SECTION IS STEPPED ON. THERE IS ABOUT 4 TO 6 INCHES OF UP AND DOWN MOVEMENT. GET TRUCK IN THE SHOP AND CALL E-ONE AND EXPLAIN THE PROBLEM. THEY STATED THAT THE ONLY THING THAT WILL CAUSE THAT PROBLEM IS WORN WARE PADS. CUSTOMER SUPPLIED A COMPLETE SET OF WARE PADS. REPLACE EVERY WARE PAD ON THE LADDER AND ON THE SHUTTLE FOR THE MONITOR. THE PADS ON

REMIT TO:
FALLSWAY EQUIPMENT CO. INC.
PO BOX 4537
AKRON OH 44310

Continued

EXHIBIT A

FALLSWAY

EQUIPMENT COMPANY

1277 DeValera Avenue, P.O. Box 4537, Akron, Ohio 44310-0537
800-458-7941 or 330-633-6000

Account#	Work Ord	Br	Sls
140555	618816	19	536

W O R K O R D E R
I N V O I C E

Date	Invoice #	Page
10-17-19	60055570	2

Sold To: 000
CITY OF STRONGSVILLE
16099 FOLTZ PKWY
STRONGSVILLE OH 44149-5598

Ship To:
CITY OF STRONGSVILLE
17000 PROSPECT RD

STRONGSVILLE OH 44149
Ship Via:

Purchase order	Date	Job Number	Job Contact
32765	09-04-19		

THE LADDER REST FRAME DID NOT NEED CHANGED. TAKE TRUCK OUTSIDE AND SET UP LADDER AND CHECK FOR EXCESSIVE MOVEMENT. WITH THE LADDER IN ABOUT THE SAME PLACE IT WAS IN WHEN I CHECKED IT AT THE FIRE STATION. THERE IS ONLY ABOUT 2 TO 3 INCHES OF MOVEMENT IN THE MIDDLE SECTION AND THAT IS ACCEPTABLE PER E-ONE. WHILE THE LADDER IS EXTENDED I APPLIED LUBE TO ALL THE RAILS AND WARE PADS. THERE WAS A BOLT RUBBING A PART OF THE LADDER WITH THE WORN PADS. FILE DOWN AND SMOOTH THE AREA TO PREVENT ANYONE FROM GETTING CUT.

1	SHOP SUPPLIES, EE	Included
2	VALET SERVICE	Included
	Total Labor and Misc	1,138.50
	Total for segment	1,138.50

Total parts	0.00	Total labor	882.00	Total misc	256.50
				Sub Total	1,138.50
	00	OHIO SALES TAX			0.00
		Sales Tax Number -			

REMIT TO:
FALLSWAY EQUIPMENT CO. INC.
PO BOX 4537
AKRON OH 44310

Amount Due
Due By:
11/16/19

1,138.50

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 013

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2020 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, The Cuyahoga County Solid Waste District has established a Community Recycling Awareness Grant program and once again allocated monies to help local governments in Cuyahoga County promote their community-sponsored recycling programs to residents; and

WHEREAS, the grant provides for funding of the cost of a community-sponsored recycling program; and

WHEREAS, in order to submit a timely application to receive funding under the Community Recycling Awareness Grant program for the year 2020, the City, through its Coordinator of Natural Resources, is requesting authorization to apply for funding in the amount of \$6,000.00, in order to continue publishing the annual *Keeping Strongsville Green* newsletter.

WHEREAS, when the City is advised that its application for funding under the Grant program is approved, the City is desirous of accepting such award.

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

Section 1. That this Council hereby approves and authorizes the Mayor and City Coordinator of Natural Resources to submit an application for financial assistance to the Cuyahoga County Solid Waste District for a Community Recycling Awareness Grant program for the year 2020, in the form on file with the City Coordinator of Natural Resources.

Section 2. That this Council hereby approves the acceptance of any award of funding under such Grant program for 2020, and hereby authorizes the Mayor, Director of Finance, Coordinator of Natural Resources, and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That any advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 013
Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with promotion of the City's recycling awareness program, to accept such funds when awarded, and to ensure continuity of such program. 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2020-013 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 014

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR GROUNDS MAINTENANCE SERVICES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville occasionally contracts with vendors who provide additional landscape maintenance services at certain municipal properties in the City of Strongsville, in order to properly and consistently maintain the grounds at those outdoor areas; and

WHEREAS, the City's Service Department determined that one such landscape maintenance vendor was unable to continue providing the services necessary for weekly maintenance, pruning, seasonal clean-up, and general upkeep of the grounds at the City's fire stations and the Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, therefore, it was immediately necessary to contract with another existing qualified and readily available local vendor already providing these services to the City, who could promptly provide the upkeep and maintenance necessary at various municipal properties in order to protect the health, safety, welfare and property of the City.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was an immediate and present emergency in the operation of the Service Department of the City of Strongsville, in that it had become immediately necessary to contract for additional landscape maintenance services, without public bidding, from **SCHILL GROUNDS MANAGEMENT**, in order to provide for proper landscape maintenance at various municipal properties in the City, to protect the health, safety and welfare of the City's residents and invitees, and to conserve public funds.

Section 2. That, for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor entering into a contract with **SCHILL GROUNDS MANAGEMENT**, without public bidding, and to remit payment to them in the total amount of \$7,846.69, for the services provided and reflected on the outstanding invoices collectively attached as Exhibit A, and incorporated herein by reference and which are approved.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and the Multi-Purpose Complex Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 014
Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve, ratify and authorize said contract and payment for services in order to provide for the continuity of services in the operation of the City's Service Department, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2020-014 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



5000 Mills Industrial Parkway
North Ridgeville, OH 44039
Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 08/31/2019

INVOICE 97793

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

Strongsville Rec Center
18100 Royalton Road
Strongsville, OH 44136

Terms: Net 30		
Description	Unit Price	Price
#14650 - Grounds Maintenance Contract 2019-1 year		\$1,268.00
<i>Weekly Maintenance - 08/30/19</i>	\$130.81	\$130.81
<i>Weekly Maintenance - 08/19/19</i>	\$130.81	\$130.81
<i>Seasonal Pruning - 08/13/19</i>	\$744.76	\$744.76
<i>Weekly Maintenance - 08/05/19</i>	\$130.81	\$130.81
<i>Weekly Maintenance - 08/12/19</i>	\$130.81	\$130.81
	Sales Tax .00%	\$0.00
	Invoice Grand Total	\$1,268.00

For your convenience we accept Visa, Mastercard, Discover, and American Express.

5000 Mills Industrial Parkway
North Ridgeville, OH 44039

EXHIBIT A



5000 Mills Industrial Parkway
North Ridgeville, OH 44039
Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 10/31/2019

INVOICE 98896

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

Strongsville Rec Center
18100 Royalton Road
Strongsville, OH 44136

Terms: Net 30		
Description	Unit Price	Price
#14650 - Grounds Maintenance Contract 2019-1 year		\$1,351.40
<i>Weekly Maintenance - 10/07/19</i>	\$130.81	\$130.81
<i>Weekly Maintenance - 10/14/19</i>	\$130.81	\$130.81
<i>Weekly Maintenance - 10/21/19</i>	\$130.81	\$130.81
<i>Weekly Maintenance - 10/28/19</i>	\$130.81	\$130.81
<i>Perennial/Grass Cut Backs - 10/21/19</i>	\$828.16	\$828.16
	Sales Tax .00%	\$0.00
Invoice Grand Total		\$1,351.40

For your convenience we accept Visa, Mastercard, Discover, and American Express.

5000 Mills Industrial Parkway
North Ridgeville, OH 44039



5000 Mills Industrial Parkway
North Ridgeville, OH 44039
Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 11/30/2019

INVOICE 99711

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

City of Strongsville 71 Interchange
Rt 71/82 Exit Ramps
Strongsville, OH 44139

Terms: Net 30		
Description	Unit Price	Price
#13163 - 2019 Grounds Maintenance Contract 1 yr		\$561.65
PO# 32370		
Perennial/Grass Cut Backs - 11/06/19	\$561.65	\$561.65
	Sales Tax .00%	\$0.00
	Invoice Grand Total	\$561.65

For your convenience we accept Visa, Mastercard, Discover, and American Express.

5000 Mills Industrial Parkway
North Ridgeville, OH 44039



5000 Mills Industrial Parkway
North Ridgeville, OH 44039
Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 11/30/2019

INVOICE 99737

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

Strongsville Rec Center
18100 Royalton Road
Strongsville, OH 44136

Description	Terms: Net 30	
	Unit Price	Price
#14650 - Grounds Maintenance Contract 2019-1 year		\$523.24
Weekly Maintenance - 11/18/19	\$130.81	\$130.81
Weekly Maintenance - 11/25/19	\$130.81	\$130.81
Weekly Maintenance - 11/04/19	\$130.81	\$130.81
Weekly Maintenance - 11/11/19	\$130.81	\$130.81
	Sales Tax .00%	\$0.00
Invoice Grand Total		\$523.24

For your convenience we accept Visa, Mastercard, Discover, and American Express.

5000 Mills Industrial Parkway
North Ridgeville, OH 44039



5000 Mills Industrial Parkway
North Ridgeville, OH 44039
Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 12/19/2019

INVOICE 100035

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

City of Strongsville 71 Interchange
Rt 71/82 Exit Ramps
Strongsville, OH 44139

Description	Price
#13163 - 2019 Grounds Maintenance Contract 1 yr	\$3,095.75
PO# 32370 Fall Clean Up - 12/12/19	
	Sales Tax .00% \$0.00
	Invoice Grand Total \$3,095.75

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North Ridgeville, OH 44039



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Phone: 440-327-3030
Fax: 440-327-3071
www.schilllandscaping.com

INVOICE DATE 12/19/2019

INVOICE 100036

Jennifer Milbrandt
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44139

Service Address

Strongsville Rec Center
18100 Royalton Road
Strongsville, OH 44136

Description	Terms: Net 30	Price
#14650 - Grounds Maintenance Contract 2019-1 year		\$1,046.65
<i>Fall Clean Up - 12/12/19</i>		
	Sales Tax .00%	\$0.00
	Invoice Grand Total	\$1,046.65

For your convenience we accept Visa, Mastercard, Discover, and American Express.

5000 Mills Industrial Parkway
North Ridgeville, OH 44039

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 015

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE CLOCK TOWER EXTERIOR RESTORATION PROJECT.

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 exterior restoration of the City of Strongsville Clock Tower in accordance with specifications on file in the office of the Public Service Director, 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 General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the 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 shall take effect and be in force 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2020-015 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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