

City of Strongsville

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March 31, 2022

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, MMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 4, 2022**, 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. 2022-053 and Resolution Nos. 2022-054 and 2022-055.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2022-056, 2022-057 and 2022-058.

Finance Committee will meet to discuss Ordinance Nos. 2022-059 and 2022-060.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2022-061.

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

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 4, 2022 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:
 - *Regular Council Meeting – March 21, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
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. 2022-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC STUDY PROJECT AGREEMENT (LPA FEDERAL NON-LET AGREEMENT) WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE BOSTON ROAD INTERCHANGE PROJECT (CUY/MED-TRAFFIC STUDY; PID NO. 116069, AGREEMENT NO. 37276), AND DECLARING AN EMERGENCY.
- Resolution No. 2022-054 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE BOSTON ROAD INTERCHANGE PROJECT (CUY/MED-TRAFFIC STUDY; PID NO. 116069), AND DECLARING AN EMERGENCY.
- Resolution No. 2022-055 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2022 PAVEMENT RECONSTRUCTION PROGRAM IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-056 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-057 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Greater Cleve. Auto Auction]
- Ordinance No. 2022-058 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-23) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2022-2023 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-059 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE RENTAL OF AN UPGRADED DIGITAL MAILING METER SYSTEM, INCLUDING RELATED APPURTENANCES AND MAINTENANCE, FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-060 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$10,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

- Ordinance No. 2022-061 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT AND WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

- *Motion to appoint the Clerk of Council, Aimee Pientka, as Council's "Designated Attendee" for Public Records training on their behalf under the requirements of State Law, Ohio Revised Code Sections 109.43(B) and 149.43(E)(1). [Completion of required three-hour Sunshine Law training conducted by the Ohio Attorney General's Office on March 24, 2022.]*

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 053

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC STUDY PROJECT AGREEMENT (LPA FEDERAL NON-LET AGREEMENT) WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE BOSTON ROAD INTERCHANGE PROJECT (CUY/MED-TRAFFIC STUDY; PID NO. 116069, AGREEMENT NO. 37276), AND DECLARING AN EMERGENCY.

WHEREAS, Section 5501.03(D) of the Ohio Revised Code provides that the Ohio Department of Transportation (hereinafter referred to as "ODOT") may coordinate its activities with other appropriate public authorities and enter into contracts with such authorities to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT; and

WHEREAS, Section 755.20(A) of Ohio House Bill 110 requires the Director of Transportation, in consultation with chief executive officers and legislative authorities of the municipal corporations of Strongsville, North Royalton and Brunswick, to conduct a traffic safety study for the roads and bridges in those municipal corporations. The traffic safety study shall examine how to improve those highways in ways that increase the safety and convenience of the traveling public through those municipal corporations. The Director of Transportation shall use up to \$100,000.00 in fiscal year 2022 from the Highway Operation Fund (Fund 7002), through funding available under the federal flexible spending program to pay for the costs of the study; and

WHEREAS, the Boston Road Interchange Project, identified as Project No. CUY/MED-Traffic Study, PID No. 116069, is a transportation activity eligible to receive federal funding; and

WHEREAS, the City of Strongsville has received funding approval for the traffic study project from the applicable program manager having responsibility for monitoring such projects using the federal funds involved; and

WHEREAS, the City of Strongsville has agreed to sponsor the Traffic Safety Study, and ODOT shall reimburse the City of Strongsville for all eligible expenses.

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 Traffic Study Project Agreement (LPA Federal Local Non-LET Agreement) with the Ohio Department of Transportation for funding of \$100,000.00 for the Boston Road Interchange Project, a copy of which Agreement being No. 37276 (PID No. 116069), is attached hereto as Exhibit A and in all respects is hereby approved.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 053
Page 2

Section 2. That the Mayor, City Engineer, Director of Finance and/or other appropriate officials of the City and their designees be and are hereby authorized to do all things necessary to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That the funds necessary to pay the City's share for the purposes of the Traffic Study shall be appropriated and paid from the General Capital Improvement Fund; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Traffic Study Project Agreement.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

Section 5. 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 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that execution and return of the Agreement is immediately necessary in order for the Traffic Study Project to commence in a timely manner, to promote highway safety and flow of traffic within the City, promote economic development, 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	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2022-053 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

TRAFFIC STUDY PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **CITY OF STRONGSVILLE, 16099 Foltz Parkway, Strongsville, Ohio 44149** hereinafter referred to as the SUBRECIPIENT.

1. PURPOSE

- 1.1 Section 755.20(A) of Ohio House Bill 110 requires the Director of Transportation, in consultation with the chief executive officers and legislative authorities of the municipal corporations of Strongsville, North Royalton, and Brunswick, to conduct a traffic safety study for the roads and bridges in those municipal corporations. The traffic safety study shall examine how to improve those highways in ways that increase the safety and convenience of the traveling public through those municipal corporations. The Director of Transportation shall use up to \$100,000.00 in fiscal year 2022 from the Highway Operating Fund (Fund 7002), through funding available under the federal flexible spending program, to pay for the costs of the study.
- 1.2 The City of Strongsville has agreed to sponsor the traffic safety study. ODOT shall reimburse the City of Strongsville for all eligible expenses.
- 1.3 Section 5501.03 (A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities with other appropriate authorities, and enter into contracts with such authorities to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.4 Federal funding is provided to the SUBRECIPIENT for **CUY/MED Traffic Study, ODOT PID 116069**, hereinafter referred to as the PROJECT.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Federal Funding Accountability and Transparency Act of 2006 (FFATA); and
 - b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. Section 755.20 of Ohio House Bill 110
- 2.2 The SUBRECIPIENT shall comply with all applicable Federal and state laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT is estimated to be **\$125,000.00**. ODOT shall provide to the SUBRECIPIENT 100 percent of the eligible costs, up to a maximum of **\$100,000.00** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.
- 3.2 The SUBRECIPIENT shall provide \$25,000.00 of local match and all other financial resources necessary to fully complete the PROJECT, including all cost overruns.
- 3.3 The Agreement operates on a reimbursement basis only. The costs must first be incurred by the SUBRECIPIENT. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and to be eligible, allowable, allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.4 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT.
- 3.5 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the SUBRECIPIENT with a clear statement regarding any specific cost in eligibility or inform the SUBRECIPIENT of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the SUBRECIPIENT shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 Payment or reimbursement to the SUBRECIPIENT shall be submitted to:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

4. PROJECT DEVELOPMENT

- 4.1 The SUBRECIPIENT and ODOT agree that the SUBRECIPIENT is qualified to administer this PROJECT and is in full compliance with all SUBRECIPIENT participation requirements.
- 4.2 The SUBRECIPIENT and ODOT agree that the SUBRECIPIENT has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 ODOT reserves the right to move this PROJECT into a future sale year if the SUBRECIPIENT does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. TERMINATION PROVISIONS

- 5.1 This Agreement commences on the date of the last signature hereto.
- 5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the SUBRECIPIENT shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or

appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 5.3 In the event of termination, the SUBRECIPIENT shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the SUBRECIPIENT shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the SUBRECIPIENT shall be returned to ODOT.
- 5.4 If in the event that any dispute arises between ODOT and the SUBRECIPIENT concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. DEFAULT

- 6.1 Neglect or failure of the SUBRECIPIENT to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the SUBRECIPIENT or failure of any representation made to ODOT in connection with any Agreement by the SUBRECIPIENT to be true shall be an event of default, provided that if by reason of force majeure the SUBRECIPIENT is unable in whole or in part to carry out its covenants contained herein, the SUBRECIPIENT shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; natural disasters; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause not reasonably in the control of the SUBRECIPIENT. The SUBRECIPIENT shall however, remedy with all reasonable dispatch each cause preventing the SUBRECIPIENT from carrying out its covenants contained herein.
- 6.2 No remedy herein conferred upon or reversed by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing as law or in equity.
- 6.3 No delay or omission to exercise any right or option accruing to ODOT upon any default by the SUBRECIPIENT shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

7. CERTIFICATION AND RECAPTURE OF FUNDS

- 7.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 7.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the SUBRECIPIENT shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT.

8. FEDERAL COMPLIANCE

- 8.1 The SUBRECIPIENT shall fully comply with all federal, state, and local laws, regulations, executive orders, and other legal requirements as they apply to the performance of this Agreement.
- 8.2 All limits or standards set forth in this Agreement are minimum requirements. If there is a conflict among federal, state, or local requirements, the SUBRECIPIENT shall inform ODOT in writing so that a resolution may be arranged, if possible.
- (a) In connection with the carrying out of the Project, the SUBRECIPIENT will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
 - (b) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).
 - (c) The SUBRECIPIENT shall insert the foregoing provision, modified only to show the particular contractual relationship, in all of its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
 - (d) The SUBRECIPIENT agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the SUBRECIPIENT's compliance with Title VI.
 - (e) *Compliance with Regulations:* The SUBRECIPIENT (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - (f) *Non-discrimination:* The SUBRECIPIENT, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the selection and retention of consultants or sub-Subrecipients, including procurements of materials and leases of equipment. The SUBRECIPIENT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in list below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- (g) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding, or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (h) *Information and Reports:* The SUBRECIPIENT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (i) *Sanctions for Noncompliance:* In the event of a SUBRECIPIENT's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies; and/or
 - b. Cancelling, terminating or suspending the Agreement in whole or in part.
- (j) *Incorporation of Provisions:* The SUBRECIPIENT will include the provisions of paragraphs 8.2 (a) through (i) in every contract or sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The SUBRECIPIENT will take action with respect to any contract or sub-agreement or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the SUBRECIPIENT becomes involved in, or is threatened with litigation by a contractor or subcontractor, or supplier because of such direction, the SUBRECIPIENT may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the SUBRECIPIENT may request the United States to enter into the litigation to protect the interests of the United States.
- (k) During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 ff.)

8.3 *Equal Employment Opportunity:* If, as a condition of assistance, the SUBRECIPIENT has submitted, and the federal government has approved, an equal employment opportunity program that the SUBRECIPIENT agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation; and failure to carry out the terms of that equal employment opportunity program shall be treated as violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved program, US DOT will impose such remedies as it may deem appropriate which remedies may include termination of this Agreement.

8.4 SUBRECIPIENT shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 1857 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 *et seq.*), and implementing regulations, in the facilities which are involved in the Project for which Federal assistance is given. The SUBRECIPIENT shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the EPA's List of Violating Facilities. Contracts, subcontracts, and subgrants or amounts in excess of \$150,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15). The SUBRECIPIENT shall be responsible for reporting any violations to FHWA and to the EPA Assistant Administrator for Enforcement.

- 8.5 No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the SUBRECIPIENT obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal and State standards.
- 8.6 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). SUBRECIPIENT agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 8.7 Financial Reporting and Audit Requirements: One or more phases of this Agreement include a sub award of Federal funds to the SUBRECIPIENT. Accordingly, the SUBRECIPIENT must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's SUBRECIPIENT sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the SUBRECIPIENT. The SUBRECIPIENT is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those SUBRECIPIENT project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the SUBRECIPIENT.

The SUBRECIPIENT must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. SUBRECIPIENTS are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the SUBRECIPIENT may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the SUBRECIPIENT may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

9. GENERAL PROVISIONS

- 9.1 *Ohio Ethics Law*: SUBRECIPIENT agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

- 9.2 *Ohio Election Law:* SUBRECIPIENT affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 9.3 If any term, provision or condition contained in this Agreement is breached by either the SUBRECIPIENT or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 9.4 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 9.5 In no event shall the SUBRECIPIENT or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or USDOT.
- 9.6 ODOT shall not be subject to any obligations or liabilities of the SUBRECIPIENT or its subcontractors or any other person not a party to this Agreement in connection with the performance of this Project without their express, written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
- 9.7 SUBRECIPIENT agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, or the State and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.
- 9.8 *Assignment:* SUBRECIPIENT shall not assign or subcontract, in whole or in part, or otherwise dispose of this Agreement without the prior written consent of ODOT and such written consent shall not release the SUBRECIPIENT from any obligations of this Agreement.
- 9.9 *Indemnify and Hold Harmless:* Each party hereto shall be responsible for liability associated with that party's own errors, actions or failures to act.
- 9.10 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between ODOT and the SUBRECIPIENT. If no agreement can be reached, the dispute will be referred for resolution to the Director.
- 9.11 SUBRECIPIENT shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify ODOT of any current or prospective litigation pertaining to any such third party contract.
- 9.12 The section captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement of any part hereof and shall not be considered in any construction hereof.
- 9.13 *Drug-Free Workplace:* SUBRECIPIENT agrees to comply with all applicable state and federal law regarding a drug-free workplace. SUBRECIPIENT shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

- 9.14 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the SUBRECIPIENT and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The SUBRECIPIENT certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 9.15 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the SUBRECIPIENT hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 9.16 Notice under this Agreement shall be directed as follows:

If to the SUBRECIPIENT:

If to ODOT:

Thomas P. Perciak, Mayor	John P. Picuri, P.E., District Deputy Director
City of Strongsville	Ohio Department of Transportation District 12
16099 Foltz Parkway	5500 Transportation Blvd.
Strongsville, Ohio 44149	Garfield Heights, Ohio 44125

- 9.17 This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the SUBRECIPIENT.

9.18 *Recovery of SUBRECIPIENT's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the SUBRECIPIENT's internal labor forces allocable to this PROJECT, the SUBRECIPIENT shall make an appropriate selection below:
[SUBRECIPIENT official must initial the option selected.]

☐

1. No cost recovery of SUBRECIPIENT's project direct labor, fringe benefits, or overhead costs.

- (A) The SUBRECIPIENT **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
(B) The SUBRECIPIENT **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
(C) The SUBRECIPIENT **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The SUBRECIPIENT currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
(B) The SUBRECIPIENT **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

3. Direct labor, plus fringe benefits costs calculated using the SUBRECIPIENT's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The SUBRECIPIENT currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
(B) The SUBRECIPIENT currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the SUBRECIPIENT's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the SUBRECIPIENT negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, SUBRECIPIENTS are required to maintain Federally-compliant time-tracking systems. Accordingly, SUBRECIPIENTS are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an SUBRECIPIENT is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the SUBRECIPIENT's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the SUBRECIPIENT's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to



4. Direct labor, plus fringe benefits costs calculated using the SUBRECIPIENT's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the SUBRECIPIENT's ODOT approved Indirect Cost Rate.⁴

- (A) The SUBRECIPIENT currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The SUBRECIPIENT currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the SUBRECIPIENT currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the SUBRECIPIENT must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT SUBRECIPIENT Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the SUBRECIPIENT elects to recover fringe and/or indirect costs, the SUBRECIPIENT shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 9.19 If the SUBRECIPIENT decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 9.17 above to reflect the indirect cost recovery option utilized by the SUBRECIPIENT on the PROJECT.

10. WORKERS' COMPENSATION

- 10.1 SUBRECIPIENT shall provide its own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the SUBRECIPIENT, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

11. STATE AUDIT FINDINGS

- 11.1 SUBRECIPIENT affirmatively represents to ODOT that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. SUBRECIPIENT agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

12. QUALIFICATIONS TO DO BUSINESS

- 12.1 SUBRECIPIENT affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement SUBRECIPIENT, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBRECIPIENT will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the SUBRECIPIENT's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

13. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

13.1 The SUBRECIPIENT affirms to have read and understands State of Ohio Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the SUBRECIPIENT performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement.

13.2 The SUBRECIPIENT agrees to complete the attached Exhibit II, Affirmation and Disclosure Form to abide with Executive Order 2019-12D, which is incorporated and becomes a part of this Agreement, affirming no services of the SUBRECIPIENT or its subcontractors under this Agreement will be performed outside the United States. During the performance of this Agreement, the SUBRECIPIENT must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

14. REPAYMENT

14.1 If the representations and warranties in Paragraphs 11 or 12 are found to be false, this Agreement is void ab initio and SUBRECIPIENT shall immediately repay to ODOT any funds paid under this Agreement.

15. WAIVER

15.1 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

16. DEBARMENT

16.1 SUBRECIPIENT represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

17. SIGNATURES

17.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

17.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

SUBRECIPIENT: THE CITY OF STRONGSVILLE	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Thomas P. Perciak Mayor	Jack Marchbanks Director
Date:	Date:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 - 054

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES IN
CONNECTION WITH THE BOSTON ROAD INTERCHANGE
PROJECT (CUY/MED-TRAFFIC STUDY; PID NO. 116069), AND
DECLARING AN EMERGENCY.**

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

Section 1. That the Mayor be and is hereby authorized and directed to advertise a request for letters of interest and qualifications for professional engineering design services in connection with the Boston Road Interchange Project (CUY/MED-Traffic Study; PID No. 116069), in accordance with the documents on file in the office of the City Engineer, which are, in all respects, hereby approved, but subject to approval and possible adjustment by the Ohio Department of Transportation and the City's Law Director.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund and such other local, state and/or federal funds which become available for such Project.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to authorize requests for qualifications to provide professional engineering design and consulting services on the Project, to ensure proper construction and compliance with approved plans and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 054
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-054 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 055

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR THE 2022 PAVEMENT RECONSTRUCTION
PROGRAM IN THE CITY OF STRONGSVILLE, AND
DECLARING AN EMERGENCY.**

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the 2022 Pavement Reconstruction Program, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the 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 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 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 advertise for bids in order to contract for improvements to various public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 - 055
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-055 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 056

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Service Department of the City of Strongsville is in possession of certain equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit A and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

Section 6. 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 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-056 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Obsolete Parts/Equipment to Gov Deals

Obsolete Truck/Equipment lights/lenses

COATS Tire Balancer PN:85001150

SN:1603309963

Butler/Hunter Tire machine MN: 10533

SN: 05830

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 057

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Greater Cleve. Auto Auction]

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

Section 1. That this Council finds that the Service Department of the City of Strongsville has an obsolete and surplus vehicle, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which is unfit for public use by reason of obsolescence or as a surplus item, and is no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicle be sold at a public auction.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicle at public auction.

Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the **Greater Cleveland Auto Auction** to effectuate the sale of such vehicle for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicle.

Section 4. That any proceeds of sale shall be deposited into the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

Section 5. 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 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicle is necessary in order to provide needed storage space for the Service Department, 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. 2022 - 057
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-057 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Service Equipment going to G.C.A.A.

<u>Year</u>	<u>Make</u>	<u>VIN#</u>	<u>Problem</u>
1999	Ford E350	1FTSS34F5XHB77528	Rotted Out, Frame, Engine, trans..

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 - 058

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-23) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2022-2023 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's ("ODOT") annual road salt bid (018-23) in accordance with Ohio Revised Code 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT annual road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the annual road salt contract and acknowledges that upon award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the annual road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT annual road salt contract, and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the annual road salt contract; and

WHEREAS, the Political Subdivision's electronic order for road salt will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of **Eight Thousand (8,000)** tons of Sodium Chloride (Road Salt); and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 90% of its requested salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT annual salt contract; and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 058
Page 2

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, e-mailed request by no later than Friday, April 29, 2022. The written, e-mailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section e-mail: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement, as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, this Council wishes to take advantage of this opportunity in the purchase of road salt during the 2022-2023 season, through the State of Ohio Department of Transportation, Contract No. 018-23.

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

Section 1. That Council ratifies, approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of road salt at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at 8,000 tons for the winter season and contract, as outlined in the participation agreement herein, which contract(s) the Department will enter into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation annual salt contract.

Section 4. That the funds for the purposes of said contract have been appropriated shall be paid from the Street Construction, Maintenance & Repair Fund; and the State Highway Maintenance Fund.

Section 5. 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 6. 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 participate in such program and purchase such road salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 058
Page 3

Service, to ensure safe passage on City streets, to comply with Ohio Department of Transportation deadlines, 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	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2022-058 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Sign In

Bid Tab and ITB Listing for Current Purchasing Contract:

Invitation No	Commodity	DtBegin	Exp Dt	Supt Office	Award Tab	Coop
018-22	Rock Salt (Sodium Chloride) for the 2021-22 Winter Season	5/25/2021	4/30/2022	Maintenance Mgmt	018-22	Yes

DEADLINE TO SUBMIT SALT 2022-2023 RESOLUTION/ORDINANCE PARTICIPATION FORM: FRIDAY, APRIL 29th (Updated)

At this time, we have not made any decision on the POST or OPEN date of the next salt contract.

Local Municipalities have inquired about the current deadlines to submit your salt requests and resolutions. A decision on whether to extend this date understand that it may not be possible for Local Municipalities to meet and obtain a signed resolution by the April 29th deadline. ODOT will work those Local Municipalities to obtain a signed resolution by the deadline. However, we recommend that you submit the requested quantity through the electronic application as soon as you have gathered your information and include it with the contract. A signed copy of the resolution should be submitted upon collection of your information.

We recommend that you monitor this site weekly for any updates or possible extensions.

Each Political Subdivision must submit this electronic order form (BELOW) AND attach an approved, completed, and signed Resolution/Ordinance for the ODOT Salt Contract to be for road salt. Upon the Director of ODOT's award of the contract, you will be bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested or

Link to Required Resolution/Ordinance Language

1) You cannot use previously submitted or approved resolutions/ordinances. No exceptions.

2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018- bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of

3) Submission Receipt

Each Political Subdivision will receive a "submission receipt" via email verifying submitted tonnages. It is each Political Subdivision's responsibility to verify this information is correct.

4) HOW TO MAKE CHANGES TO AN ALREADY SUBMITTED PARTICIPATION FORM

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Friday, April 29th, 2022**. If you need to make any changes to your information after it has already been submitted, you must do so by no later than 5:00 PM on Friday, April 29th, 2022. form you must re-submit the ENTIRE FORM WITH ALL INFORMATION FILLED OUT (including attached resolution/ordinance) and it will automatically overwrite the

Salt Resolution/Ordinance Participation Form

Thank you for your submission.

County: Cuyahoga

Political Subdivision: City of Strongsville

Authorized Person: Joe Walker

Authorized Person Email: joe.walker@strongsville.org

Ordering Contact: Elaine Barnhart

Ordering Contact Email: elaine.barnhart@strongsville.org

Contact Us: Phone: 440-580-3174 or 440-580-3170

3/22/22, 11:38 AM

Pages - Sodium Chloride (Contract No. 018)

Billing Contact: Elaine Barnhart

Billing Contact Email: elaine.barnhart@strongsville.org

Billing Address (Include CSZ): 16099 Foltz Parkway, Strongsville, OH 44149

Tons Requested: 8,000

1st Stockpile Address - Include Zip: 16099 Foltz Parkway, Strongsville, OH 44149

The Ohio Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | [Privacy Statement](#) | [Feedback](#) | [Ohio.gov](#)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 059

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE RENTAL OF AN UPGRADED DIGITAL MAILING METER SYSTEM, INCLUDING RELATED APPURTENANCES AND MAINTENANCE, FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the City's Director of Finance, this Council wishes to take advantage of that opportunity in connection with the rental of one (1) upgraded Digital Mailing Meter System, including appurtenances and maintenance, under Schedule No. RS901322, Index No. GPC016, for use by various City departments.

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **PITNEY BOWES INC.** for rental, through a 60-month Rental Agreement, of an upgraded Digital Mailing System, being the Connect+ SendPro P Series mailing meter, with appurtenances and maintenance, for use by various departments of the City in the amounts set forth on the proposed Rental Agreement, in the form attached hereto as Exhibit A, and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreement and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purpose of such contract have been appropriated for 2022 and shall be paid for each year from the General Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such rental agreement.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 059
Page 2

Section 5. 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 6. 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 participate in the rental of such digital mailing system and appurtenances in order to upgrade City technology capabilities, maintain continuity and improve the operation and efficiency of the various departments of the City, 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	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2022-059 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



NASPO ValuePoint FMV Rental Agreement (Option B)

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF STRONGSVILLE

Sold-To: Address

16099 FOLTZ PKWY, STRONGSVILLE, OH, 44149-5598, US

Sold-To: Contact Name

Eric Dean

Sold-To: Contact Phone #

4405803127

Sold-To: Account #

0016471882

Tax ID # (FEIN/TIN)

346002751

Bill-To: Address

16099 FOLTZ PKWY, STRONGSVILLE, OH, 44149-5598, US

Bill-To: Contact Name

Eric Dean

Bill-To: Contact Phone #

4405803127

Bill-To: Account #

0016471881

Bill-To: Email

eric.dean@strongsville.org

Ship-To: Address

16099 FOLTZ PKWY, STRONGSVILLE, OH, 44149-5598, US

Ship-To: Contact Name

Eric Dean

Ship-To: Contact Phone #

4405803127

Ship-To: Account #

0016471882

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	F9PG	PowerGuard Service Package
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV

1	MSD2	15in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online-PitneyShip
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDLSA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 360.02	\$ 1,080.06

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
(X) Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; RS901322

State/Entity's Contract#

X

Lessee Signature

Thomas P. Perciak

Print Name

Mayor, City of Strongsville

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

KENNETH GADDY		kenneth.gaddy@pb.com
Account Rep Name	Email Address	PBGFS Acceptance

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 060

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$10,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-058, passed on April 6, 2020, there were issued \$7,000,000 of notes in anticipation of bonds for the purpose stated in Section 1 as part of a consolidated issue of \$8,100,000 Various Purpose Notes, Series 2020, which notes were retired at maturity, together with other funds available to the City, and an additional \$7,000,000 provided for the purpose stated in Section 1 with \$11,000,000 Street Improvement Notes, Series 2021 (the Outstanding Notes), issued in anticipation of bonds pursuant to Ordinance No. 2021-049, passed on April 5, 2021, which Outstanding Notes mature on June 9, 2022; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 15 years and the maximum maturity of (i) \$3,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is June 10, 2040, and (ii) \$7,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is June 9, 2041;

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in the aggregate principal amount of \$10,000,000 (the Bonds) for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2023, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2023, and the first principal payment on the Bonds is estimated to be December 1, 2024.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$10,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2022 – 060

Page 2

determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 4% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the

City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest at private sale by the Director of Finance to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements,

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2022 – 060

Page 4

paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the \$3,000,000 portion of the Notes and related Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the \$3,000,000 portion of the Notes and related Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

CITY OF STRONGSVILLE, OHIO

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In each year, to the extent money from payments in lieu of taxes is available for the payment of debt charges on the \$7,000,000 portion of the Notes and related Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the \$7,000,000 portion of the Notes and related Bonds shall be paid from payments in lieu of taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City covenants, subject and pursuant to such authority, including particularly Section 133.04(B)(8) of the Revised Code, to appropriate annually from those payments in lieu of taxes such amounts as are necessary to meet those annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable

CITY OF STRONGSVILLE, OHIO

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expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2022 – 060

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Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to sell the Notes at the earliest possible date, which is necessary to make their proceeds available to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2022

Date Approved: _____, 2022

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

Attest: _____
Clerk of Council

ORD. No. 2022-060 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$10,000,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 15 years, being my estimate of the life or period of usefulness of the improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of (i) \$3,000,000 of the Notes is June 10, 2040, which is 20 years from June 10, 2020, the date of issuance of the original notes issued for this purpose, and (ii) \$7,000,000 of the Notes is June 9, 2041, which is 20 years from June 9, 2021, the date of issuance of the original notes issued for this purpose.

Dated: April 4, 2022



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 061

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT AND WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville recently launched the "Strongsville Town Center Enhancement and Walkability Initiative" in order to provide new community amenities, and improve the connectivity and walkability within such Town Center area; and

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

WHEREAS, the City has negotiated a contract with Brandstetter Carroll, Inc., the firm ranked most qualified to perform the required services; and

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

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

Section 1. That this Council hereby finds and determines that after negotiations, **BRANDSTETTER CARROLL, INC.** is the most qualified firm to perform the architectural design and consulting services in connection with the Strongsville Town Center Enhancement and Walkability Initiative Project, that the compensation being requested is deemed to be fair and reasonable, and that the criteria set forth in Ohio Revised Code Sections 153.65-.80 for the selection of a professional design services firm and negotiation of a contract have been met. All other proposals for this contract are hereby rejected, and any informalities or minor defects in the proposal process are hereby waived.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with **BRANDSTETTER CARROLL, INC.** to provide architectural design and consulting services in connection with the Strongsville Town Center Enhancement and Walkability Initiative Project, substantially in accordance with the terms and conditions set forth in the proposed contract attached hereto as Exhibit 1, and incorporated herein by reference, which in all respects is hereby approved.

Section 3. That the funds for the purposes of said contract have been appropriated and shall be paid from the Recreation Capital Improvement 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. 2022 – 061
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 enter into said contract in order to commence the project for enhancing the Strongsville Town Center area for the benefit of the City's residents and guests, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-061 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the **CITY OF STRONGSVILLE**, 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), and **BRANDSTETTER CARROLL, INC.**, 1220 West Sixth Street, Suite 300, Cleveland, Ohio 44113 ("Architect").

WITNESSETH:

WHEREAS, the City desires to undertake a project involving the design for the Strongsville Town Center Enhancement and Walkability Initiative. This includes design for park development on the existing ball fields west of the Recreation Center at 18100 Royalton Road, as well as trail connections, roadway improvement, and utility modifications in the surrounding area. The City desires to employ an architectural firm to assist the City in said project;

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND ARCHITECT

ARTICLE 1 Architect's Responsibilities

1.1 ARCHITECT'S SERVICES

- 1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other requirements included in Article 8.
- 1.1.2 Architect shall provide its services under this Agreement in accordance with the professional standards prevailing in the metropolitan Cleveland area, and all of the Architect's services under this Agreement shall be performed as is consistent with said standards, time being of the essence. The Architect shall submit for the City's information and approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Such schedule shall be consistent with and shall not vary from the schedule to be established by the City and the Architect. Time limits established by the schedule to be approved by the City shall not, except for reasonable cause, be exceeded by the Architect or City. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by City and Architect.

Article 2
Scope of Architect's Basic Services

2.1 DEFINITION

- 2.1.1 The Architect's Basic Services consist of those set forth in the attached Proposal Letter dated March 28, 2022 and the City's RFQP document dated January 28, 2022, Exhibits A and B incorporated herein, and as further described in Paragraphs 2.2 through 2.6 and any other services agreed to between the parties as part of Basic Services, including normal civil, landscape, structural, mechanical, and electrical engineering to produce a set of Construction Documents, as described by and required in paragraph 2.4.

2.2 PLANNING PHASE

- 2.2.1 The Architect in consultation with the City, and any other persons or entities designated by City shall develop a written and/or graphic program for the Project to establish the requirements for the Project.
- 2.2.2 The Architect shall review with the City proposed site use and improvements; selection of materials, building systems and equipment; and methods of Project delivery.
- 2.2.3 Based on the mutually agreed upon program, the Architect shall prepare, for approval by the City, Concept Plans consisting of drawings and other documents illustrating the scale and relationship of Project components. The Architect shall prepare an Opinion of Probable Construction Cost for the scope of work reflected in the Concept Plans.
- 2.2.4 At intervals appropriate to the progress of the Planning Phase and mutually agreeable to the City, the Architect shall meet with the City's to review the Concept documents. Those intervals shall be established and the Architect's services called for in this phase shall be performed in a timely manner to meet the schedule to be established for "Planning Phase."
- 2.2.5 Upon completion of the Planning Phase, the Architect shall provide drawings, opinion of probable construction cost, and other documents for the City's approval.

2.3 DESIGN PHASE

- 2.3.1 Based on the approved Planning Phase Documents and any adjustments authorized by the City in the program, schedule or construction budget, the Architect shall prepare Design Documents for the City's review and approval. The Design Documents shall be based upon data and estimates prepared by the Architect in consultation with the City, and shall consist of drawings and

other documents that establish and describe the size and character of the Project as to civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Design Documents shall take into account applicable laws, statutes, ordinance, codes, orders, rules and regulations imposed by governmental authorities having jurisdiction over the project.

2.3.2 At intervals mutually agreeable to the City and Architect, the Architect shall provide drawings and other documents which depict the current status of design for the City's review. Those intervals shall be established and the Architect's services called for in this phase shall be performed in a timely manner to meet the schedule established for the project.

2.3.3 Upon completion of the Design Phase, the Architect shall provide drawings, outline specifications, and updated opinion of probable construction cost, and other documents for the City's approval.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Documents and any further adjustments authorized by the City in the scope or quality of the Project or in the construction budget, the Architect, utilizing its data and estimates, shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in customary detail the requirements for the construction of the Project. The Construction Documents shall take into account applicable laws, statutes, ordinances, codes, rules and regulations imposed by governmental authorities having jurisdiction over the project. Alternative and "like materials" specifications will be reviewed by the Architect with final approval to be by the City.

2.4.2 At intervals mutually agreeable to the City and Architect, the Architect shall provide Drawings and Specifications for the City's review. Those intervals shall be established and the Architect's services called for in this phase shall be performed in a timely manner to meet the schedule established for the project.

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

2.4.4 The Architect shall assist the City in the preparation of the bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the City and Contractors. The Architect shall assist the City in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect shall respond to questions from bidders, and shall issue addenda. The Architect's work under this phase shall be performed in a timely manner for the schedule established for the project.

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

2.5 BIDDING OR NEGOTIATION PHASE

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

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

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the various Contracts for construction and terminates upon 200 days after final occupancy by the City and the issuance to the City of the final project certificates for payment.
- 2.6.2 The Architect shall provide administration of the Contract for construction in cooperation with the City as set forth below and in the General Conditions of the Contract for Construction.
- 2.6.3 Construction Phase duties, responsibilities and limitation of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and Architect.
- 2.6.4 The Architect shall be a representative of and shall advise and consult with the City (1) during the Construction Phase, and (2) at the City's direction from time to time during the correction period described in the Contacts for Construction. The Architect shall have authority to act on behalf of the City only to the extent

provided in this Agreement unless otherwise modified by written instrument.

- 2.6.5 Once construction commences, the Architect shall visit the site a total of forty-eight (48) times, and when appropriate to the state of construction or as otherwise agreed by the City and Architect in writing, to become generally familiar with the progress and quality of the Work completed and to determine if the Work is proceeding in general accordance with all of the requirements of the Contract Documents and take into account applicable law statutes, ordinances, codes, rules and regulations, and is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. On the basis of on-site observations as an architect, the Architect shall keep the City reasonably informed about the progress and quality of the portion of the Work completed, and shall promptly report to the City any known deviations from the Contract Documents, know deviations from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work. Once construction commences, the Architect shall participate in meetings with the City and contractor during the site visits.
- 2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents, except as otherwise set out to the contrary in Subparagraph 2.6.5. The Architect shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.
- 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.6.8 The Architect agrees to act as the representative of the City in any communications by and with the Architect's consultants, and such communications shall be through the Architect.
- 2.6.9 Based on the Architect's observations at the site of the Work and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the Contractor(s) within five (5) days after receipt of the Contractor's Application for Payment.
- 2.6.9.1 The Architect's certification for payments shall constitute a representation to the City, based on the Architect's observations at the site as provided in Subparagraph 2.6.5, on the data comprising the Contractor's Applications for Payment, that the Work has progressed to the point indicated and the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents

correctable prior to completion and to specific qualifications expressed in writing at the time of the Architect's Certification for Payment. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

- 2.6.9.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 2.6.10 The Architect shall have the authority, after notification to the City, to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from the City, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the Architect must obtain the City's prior written approval of any such inspection or testing. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.6.11 The Architect shall review Contractors' submittals such as Shop Drawings, Product Data and Samples, for the purpose of: (1) taking into account with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the Work, when completed, will be in general accordance with the requirements of the Contract Documents. The Architect's action shall be taken in accordance with the schedule submitted to the City pursuant to subparagraph 1.1.3 hereof so as to cause no delay in the Contractors' Work or in construction by the City's own forces. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instruction for installation or performance of equipment or systems designed by Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.

- 2.6.12 The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives for the City's review, approval and execution in accordance with the Contract Documents.
- 2.6.13 The Architect may authorize minor changes in Work, not involving an adjustment in a Contract Sum and not involving an extension of a Contract Time, which changes are not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order issued through the City.
- 2.6.14 The Architect shall assist the City in conducting one (1) inspection to determine the date or dates of Substantial Completion. The Architect shall assist the City in conducting one (1) inspection to determine the date of Final Completion, and shall issue a Certificate of Substantial Completion. The Architect shall receive, review, and approve or disapprove as the case may be guarantees, warranties and similar submittals required by the Contract Documents and shall forward the same to the City. Maximum of (2) reviews for each submittal. Upon compliance with all requirements of the Contract Documents, the Architect, shall prepare and issue a final Construction Payment Report which shall indicate whether the Architect finds the Work performed acceptable under the Contract Documents and if acceptable shall include a review and certification of the final amounts due the respective Contractors in the form of final Certificates of Payment which shall be approved and executed by the Architect and Contractors.
- 2.6.15 The Architect shall interpret and provide recommendations on matters concerning performance of the Contractors and the requirements of the Contract Documents on written request of either the City or a Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any agreed upon time limits.
- 2.6.16 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by the Contractors, and shall not be liable for results of interpretations or decisions so rendered in good faith or in the absence of negligence.
- 2.6.17 The Architect shall render written interpretations and recommendations within a reasonable time on all claims, disputes or other matters in question relating to the execution or progress of the Work as provided in the Contract Documents.
- 2.6.18 Architect hereby represents to the City the following:
- (1) that Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the

- services required and perform its obligations hereunder.
- (2) that Architect is able to furnish any of the tools, materials, supplies, equipment and labor required to complete the services required hereunder.
 - (3) that Architect is authorized to do business in the State of Ohio and properly licensed by governmental and public and quasi-public authorities having jurisdiction over its and the services required hereunder and the Project itself;
 - (4) that Architect's execution of this Agreement and its performance thereof is within its duly authorized powers; and
 - (5) that Architect's duly authorized representative has visited the Project, familiarized himself with the local conditions under which the services required hereunder are to be performed and correlated his observations with all of the requirements of the Contract Documents.

- 2.6.19 The Architect shall provide the City with one (1) set of Electronic Documents showing all significant changes to the Working Drawings during the Construction Phase and shall also provide one (1) set of reproducible as record Drawings for the City's file. The City shall provide in its agreements with Contractors that each Contractor shall provide to the Architect one (1) set of reproducible prints and drawings prepared by such Contractor.
- 2.6.20 As part of the Basic Services, the Architect shall meet with the City, and/or their designated representatives promptly after Substantial Completion to review the need for facility operation services.
- 2.6.21 As part of the Basic Services, upon request of the City, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall conduct a meeting with the City and its designated representatives to review the facility operations and performance and to make appropriate recommendations to the City.

ARTICLE 3

Additional Services

3.1 GENERAL

- 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified otherwise in this Agreement, and they shall be paid for by the City as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2, 3.3 and/or 3.4 shall only be provided if authorized or confirmed in writing by the City. If

services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the City prior to commencing such services. If the City deems that such services described under Paragraph 3.3 are not required, the City shall give prompt written notice to the Architect. If the City indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. Notwithstanding anything to the contrary in this Agreement, City shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement.

3.2 CONTINGENT ADDITIONAL SERVICES

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

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

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

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

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

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

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

deficiencies in work.

- 3.2.7 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.
- 3.2.8 Providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is party thereto.

ARTICLE 4 **City's Responsibilities**

- 4.1 The City shall consult with the Architect regarding requirements for the Project, including the City's contemplated objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems, and site requirements.
- 4.2 The City shall establish and update an overall budget for the Project based on consultation with the Architect, which shall include the Construction Cost, the City's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Architect, the City shall furnish evidence that financial arrangements have been made to fulfill the City's obligations under this Agreement.
- 4.4 The City shall designate a representative authorized to act on the City's behalf with respect to the Project and its construction, who shall be the City's Building Commissioner. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The City shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be references to a Project benchmark.
- 4.6 City shall furnish the services of geotechnical engineers when such services are requested by the Architect, whose approval will not be unreasonably withheld. Such services may include but are not limited to test borings, test pits,

determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The City shall be informed of the necessity of such services and consulted thereon.

- 4.7 The City shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect, provided that City shall retain such consultants only if they are not to be provided as a part of Basic Services hereunder. The City shall be informed by the Architect of the necessity of such services and consulted thereon.
- 4.8 When recommended by the Architect in accordance with Section 2.6.2 above, the City shall furnish structural, mechanical, air and water pollution tests, and other laboratory and environmental tests, inspections and reports required by law, including but not limited to "special inspections" required under the Ohio Building Code, or the Contract Documents for the Architect's review.
- 4.9 The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services that the City may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the City, provided that the City shall have no obligation to provide any of the aforesaid services to any party to a proceeding arising out of a dispute on any issue related to the Project.
- 4.10 The services, information, surveys and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the City's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, absent the negligence of the Architect.
- 4.11 The proposed language of certificates or certifications requested of the Architect for Architect's consultants shall be submitted to the Architect for review and approval within a reasonable time prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.12 The City shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.
- 4.13 The City shall furnish the Architect copies of written communications with the Contractors.
- 4.14 Notwithstanding anything to the contrary in Article 4, the City shall only furnish information or services described in this Article 4 to the extent that any such

information or service is reasonably required by the Architect to perform its services under this Agreement. Such information or services provided by the City may be relied upon by the Architect.

ARTICLE 5 Construction Cost

5.1 DEFINITION

- 5.1.1 Construction Cost, for the purposes of this Agreement, shall mean the latest Opinion of Probable Construction Cost prepared by the Architect, and approved by the City until such time as all contracts for construction of the Project have been bid and awarded. Upon the award by the City of the last contract for construction, Construction Cost shall mean the sum of all contracts awarded for construction of the Project. If a change order is approved by the City which increases or decreases a construction contract price, the Construction Cost shall be adjusted in an amount equal to such change order; provided that no increase in Construction Cost shall be made by change order or otherwise if such increase in cost is the result of error, omission, or other fault of the Architect, its officers, employees, agents, or consultants.
- 5.1.2 Construction Cost shall not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the City as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1 The Architect shall be responsible for establishment of the estimate of Construction Cost and the City's Project Budget, all to be utilized in preparation of the Construction Documents. The Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's Project budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.
- 5.2.2 No fixed limit of Construction Cost has been established as a condition of this Agreement. However, as soon as reasonably practical, the City with the assistance of the Architect will establish a preliminary Project Budget and estimated construction cost, minus those costs set out in Subparagraph 5.1.2.

ARTICLE 6 Payments to the Architect

6.1 DIRECT PERSONNEL EXPENSE

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

6.2 **PAYMENTS ON ACCOUNT OF BASIC SERVICES**

- 6.2.1 Subject to the provisions of subparagraph 7.2.2 hereof, the City shall make payments directly to the Architect after the City's receipt and approval of the Architect's detailed statements and certificates in a form approved by the City executed by Architect covering that portion of the Work completed on the Project prior to the date of each certificate. The Architect shall submit a draft copy of each statement for services rendered no later than the tenth day of the calendar month for the City's review and approval. The City shall promptly review such draft and submit its comments and responses. The Architect shall submit its final interim statement for services rendered no later than the fifteenth day of a calendar month. The City shall pay each such statement submitted within those time frames on or before the last day of each such calendar month. Statements received after the aforesaid calendar dates shall be processed for payment in the next calendar month.
- 6.2.2 Payments shall be in proportion to services performed within each phase of service, and shall not exceed the percentages set forth in Subparagraph 7.2.2.
- 6.2.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable only to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 7.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bids or proposals are received, the most recent Detailed Estimate of Probable Construction Cost prepared by the Architect and approved by the City for such portions of the Project.
- 6.2.4 No action or payment by the City for any of Architect's services shall alter or act as waiver of Architect's obligations or alter City's rights under this Agreement.
- 6.3 **PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**
- 6.3.1 Payments on account of the Architect's Additional Services shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.4 PAYMENTS WITHHELD

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

6.5 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 7 Basis of Compensation

The City shall compensate the Architect as follows:

7.1 BASIC COMPENSATION

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

A total fixed fee of Three-Hundred, Fifteen Thousand Dollars (\$315,000.00) which will not be exceeded irrespective of hours spent, costs of consultants or personnel, costs of construction, bids, or construction cost estimates, amount of square footage, overhead, administrative costs, profit or any other factor of any kind whatsoever. This is intended to be and shall constitute a total and maximum flat fee for all basic services under this Agreement for the entire scope of the Project. If the construction budget is increased by more than 10% after the Planning Phase, the fees for the balance of the work will be increased proportionally.

- 7.1.2 Professional fees for each phase are as follows:

Planning Phase	\$15,000.00
Design Phase (30%)	\$90,000.00
Construction Documents Phase (45%)	\$135,000.00
Construction Phase (25%)	<u>\$75,000.00</u>
Total Basic Compensation	\$315,000.00

7.2 **COMPENSATION FOR ADDITIONAL SERVICES**

- 7.2.1 For Additional Services of the Architect beyond Basic Services, as described in Paragraphs 3.2 or 3.3, compensation shall be computed on a flat fee basis as may be agreed to by the parties in writing and in advance of undertaking the work.

7.3 **FORCE MAJEURE**

- 7.3.1 The performance of either party's covenants in this Agreement shall be suspended during any period that the performance of this Agreement or the Work is prevented by acts of God, accidents, weather, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, war, action of national or state government, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of either party, and the time for performance of this Agreement shall be extended for the time performance is delayed by any such event, at no additional cost to the City.
- 7.3.2 Payments for services properly performed are due and payable within the time set forth in subparagraph 6.3.1.

ARTICLE 8 **Insurance and Indemnification**

8.1 **ARCHITECT'S INSURANCE**

- 8.1.1 Architect shall maintain, at its own expense except as specifically set out herein to the contrary, the insurance coverages set forth in this section insuring the Architect, its employees, agents and designees and the Indemnitees as required herein, which insurance shall be placed with insurance companies rated at least A- or better by Best's Key Rating Guide and lawfully authorized to do business in the State of Ohio. Each policy shall provide by endorsement or rider that the policy shall not be terminated, canceled, non-renewed or materially modified less than 30 days after receipt by the City of written notice of such action as evidenced by return receipt of United States certified mail. Each policy shall also provide by rider that the violation of any of the terms of any other policy issued by the insurer to the Architect or any subcontractor of the Architect shall not invalidate the policy. Each policy of liability insurance shall provide by rider that the presence of officers, employees, agents and/or

representatives of the City on the Site of the Project shall not invalidate the policy.

- 8.1.1.1 The indemnity contained in subparagraph 8.3.1 of this Agreement shall include the Indemnitees as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described below in subparagraph 8.1.1.3. The insurance coverage afforded under 8.1.1.3 shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies.
- 8.1.1.2 Architect's Professional Liability Insurance:
Ohio Stop Gap – Employers Liability \$1,000,000.
Professional Liability – Each Claim \$2,000,000.
- 8.1.1.3 Comprehensive General Liability Insurance.
Commercial General Liability – Each occurrence \$1,000,000.
Medical Expense (any one person) - \$10,000 limit.
General Aggregate \$2,000,000.
Products – Comp/OP Aggregate \$2,000,000.
Excess/Umbrella Liability—Each occurrence \$5,000,000, Aggregate \$5,000,000.
- 8.1.1.4 Comprehensive Automobile Liability Insurance.
Combined Single Limit (Each Accident) \$1,000,000.
- 8.1.1.5 Worker's Compensation.
Bodily Injury by Accident \$500,000 each accident.
Bodily Injury by Disease \$500,000 each employee.
Bodily Injury by Disease \$500,000 Policy Limit.
- 8.1.1.6 Architect shall submit valid certificates in form and substance satisfactory to the City evidencing the effectiveness of the foregoing insurance policies along with original copies of the endorsement and amendatory riders to any such policies to City for City's and approval immediately upon execution of this Agreement, and subsequently not less than 30 days before the expiration dates of expiring policies, provided that for valuable papers insurance, original policies must be deposited with the City.
- 8.1.1.7 Architect hereby agrees to maintain the insurance described in Paragraph 8.1 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 8.1, the City may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance; in the alternative, the City may set-off such costs from and against fees owed by the City to Architect.

8.2 CITY'S LIABILITY INSURANCE

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

8.3 INDEMNIFICATION

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

8.4 NOTICES

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

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

Attention: Bryan Bogre
Director of Parks, Recreation & Senior Services

With a copy to:
Law Director
City of Strongsville

16099 Foltz Parkway
Strongsville, OH 44149

If to the Architect: Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

Attention: Benjamin E. Brandstetter

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

ARTICLE 9

Use of Architect's Drawings, Specifications and Other Documents

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

ARTICLE 10

Dispute Resolution

- 10.1 All claims, disputes and other matters in question between the Architect and the City arising out of, or relating to, the Contract Documents or the breach thereof, shall be settled, if possible, by negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, all such disputes shall be submitted to mediation. If mediation is unsuccessful, then the dispute shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association only if the parties mutually agree, and in such event by

three (3) arbitrators; or in a court of competent jurisdiction in the State of Ohio. Any agreement to arbitrate shall be reduced to writing and shall incorporate provisions for discovery by both parties. In the absence of such provisions, both parties shall be entitled to and shall provide discovery in accordance with the Ohio Rules of Civil Procedure, and Architect shall provide discovery pursuant to Section 10.6.1 of this Agreement. Failure of either party to provide discovery in a pending arbitration shall terminate the agreement to arbitrate upon written notice of termination by the party requesting discovery to the opposing party and the American Arbitration Association. Such a termination shall divest the American Arbitration Association and the appointed arbitration panel of jurisdiction, and neither party shall be bound by any decision rendered by the arbitration panel.

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

ARTICLE 11

Termination, Suspension or Abandonment

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

Reimbursable Expenses incurred as of the date of termination.

- 11.4 Persistent failure of the City to make payments to the Architect for services and expenses properly performed in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 11.5 If the City persistently fails to make payment when due for services and expenses properly performed, the Architect may, upon ten (10) days' written notice to the City, suspend performance of services under this Agreement unless there is a dispute as specified in Section 10.1. Unless payment in full for services and expenses properly performed is received by the Architect within ten (10) days' of the date of the notice, the suspension shall take effect without further notice. In the event of such a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services.
- 11.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, together with all substantiated Reimbursable Expenses incurred as of the date of termination.

ARTICLE 12

Miscellaneous Provisions

- 12.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Ohio.
- 12.2 Terms in this Agreement shall have the same meaning as those in General Conditions of the Contract Documents, provided that if it is not therein defined, such a word, term or phrase shall be read in context and construed according to the rules of grammar and common usage or acquired technical meaning.
- 12.3 The City and Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither City nor Architect shall assign, transfer, convey, pledge or otherwise dispose of its interest in this Agreement without the prior written consent of the other, and the Architect shall not assign any moneys due under this Agreement without the City's prior written consent.
- 12.4 This Agreement represents the entire and integrated agreement between the City and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. Amendments, modifications, or changes to this

Agreement shall not be effective unless in writing and approved by the Architect and City through its Mayor and, when required by law, the Council.

- 12.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Architect.
- 12.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form currently located at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, provided, however, the Architect shall report to the City the presence and location of any hazardous material of which the Architect has notice.
- 12.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project, in a form within the discretion of the City.
- 12.8 Time shall be of the essence in the performance of this Agreement.
- 12.9 Except with the City's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- 12.10 Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
- 12.11 Architect agrees to take into account applicable federal, state and county laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee, applicant for employment, or potential purchaser because of age, race, color, religion, creed, gender, national origin, disability, or sexual preference.
- 12.12 Architect covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement. No person having such interest shall be employed by it.
- 12.13 The Architect affirms that Architect has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of its partners, having the duty to recommend, the right to vote upon, or any other direct

influence on the selection of consultants to provide architectural services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purposes of this Agreement.

- 12.14 It is expressly understood and agreed that during the term of this Agreement, Architect shall be engaged in the provision of services as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Architect's officers, employees, agents, contractors and representatives are acting solely and exclusively under the direction and control of Architect. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Architect, its officers, employees, agents, contractors or representatives.
- 12.15 Nothing contained herein shall make, or be deemed to make, the City and Architect a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.
- 12.16 This Agreement shall not become effective or binding upon the City unless and until the City Council shall have authorized the Mayor to execute the same; and the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certificate of funds shall be issued to Architect by the City before Architect will proceed with the work.
- 12.17 Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.
- 12.18 Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.
- 12.19 The paragraph headings contained herein are only for convenience and reference, and are not intended to be a part of this Agreement or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

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

“CITY”

“ARCHITECT”

CITY OF STRONGSVILLE

BRANDSTETTER CARROLL, INC.

By: _____
Thomas P. Perciak, Mayor

By: _____
Benjamin E. Brandstetter
President

CERTIFICATION OF FUNDS

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

Date

Eric R. Dean, 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 _____, 2022.

Neal M. Jamison, Law Director



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

EXHIBIT 'A'

March 28, 2022

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Mr. Bryan Bogre
Director of Parks, Recreation & Senior Services
18100 Royalton Road
Strongsville, Ohio 44136
bryan.bogre@strongsville.org

RE: Strongsville Town Center Enhancement and Walkability Initiative

Dear Mr. Bogre:

Brandstetter Carroll Inc. (BCI) is thrilled to have been selected to provide architectural design and consulting services for the Strongsville Town Center Enhancement and Walkability Initiative. Based on the understanding that the City intends to expand the scope of the project, we offer the following approach to professional fees and services. This proposal includes a fee allowance for the total scope of services, with the ability to refine those fees after the full development scope has been approved.

BCI will start with a condensed planning phase that builds on the Concept Plan, and discussions we have had during the recent interview process, to identify the expanded scope of development. Once this is complete, the design fees may be adjusted to reflect the approved development plan.

Items to be considered in the plan may include:

<u>Youth Area</u>	<u>Senior Area</u>	<u>Connections</u>
Playground	Bocce	Signage/Wayfinding
Sprayground	Exercise	Trails

Central Year-Round Pavilion with Restrooms
Traffic Planning / Revisions
Food Truck Area
Performance Space

SCOPE OF SERVICES

1. Planning Phase

- Assist the Owner in obtaining topographic and geotechnical services.
- Facilitate up to four meetings with the Owner to prepare and review updated Concept Plans for expanded development scope.
- Prepare a construction cost estimate for proposed improvements.

2. Design Phase

- Prepare the following Design Drawings:
 - Existing Site Conditions Plan
 - Preliminary Layout and Materials Plan
 - Preliminary Stormwater and Pollution Prevention Plan
 - Preliminary Grading Plan
 - Preliminary Architecture Floor Plans, Elevations, Sections
 - Preliminary Utility Design

- c. Coordinate with Play/Spray Equipment Vendors
- d. Review meetings with Owner

3. Construction Documents Phase

- a. Prepare the following Construction Drawings:
 - i. Existing Site Conditions Plan
 - ii. Layout and Materials Plan
 - iii. Stormwater and Pollution Prevention Plan
 - iv. Grading Plan and Earthwork
 - v. Architecture Plans, Sections, Elevations, Details
 - vi. Utility Design
 - vii. Construction Details for the proposed facilities that will be included
- b. Preparation of Bidding and Contract Documents including Technical Specifications, General Requirements, Bidding Requirements, etc.
- c. Meet with the Owner to review the plans and details at 50%, 75%, and 100% of completion.
- d. Permitting – Submit documents required for permit plan review.
- e. Bidding and Award
 - 1. Assist the Owner with the bidding of the project. The bid sets will be distributed through the Consultant's office or a local blueprint service.
 - 2. Answer potential Contractor's questions during the bidding process and issue addenda as necessary.
 - 3. Evaluate bids and make recommendation regarding the award of the Contract to the successful Contractor.

4. Construction Phase

- a. Assist the Owner in administration of the Contract by performing the following:
 - i. Assist the City in obtaining Special Inspection Services.
 - ii. Perform bi-weekly visits to the site to observe the construction progress and to inspect the Contractor's performance. This shall include a maximum of 15 visits to the site.
 - iii. Assist in obtaining necessary permits and inform utility companies of proposed improvements.
 - iv. Review Contractor's pay requests.
 - v. Review shop drawings submitted by the Contractor.
 - vi. Consult with the Contractor and the Owner on problems which may arise during the course of construction and advise of needed action.
 - vii. Perform final observations.

FEES AND CONDITIONS

1. For the above referenced Scope of Services, the Consultant proposes the following fee schedule:

Planning Phase	\$15,000.00
----------------	-------------

Basic Services are based upon a rate of ten percent (10%) of the construction cost of the development. Fees listed below are based on an assumed construction cost of \$3,000,000. This does not include the cost of playground equipment purchased directly by the Owner. If the budgeted construction cost increases by 10% or more, the professional fees below shall be increased proportionally.

Design Phase (30%)	\$90,000.00
Construction Documents Phase (45%)	\$135,000.00
Construction Phase (25%)	<u>\$75,000.00</u>
TOTAL FEES	\$315,000.00

2. The Consultant will invoice the Owner monthly based on the percentage of work completed.
3. The Owner will pay for any site surveying, geotechnical services, permit and agency review fees, and special inspections. BCI will assist in obtaining proposals for these services for the Owner.
4. The Owner will provide and coordinate the invitations and meeting space for client review meetings.

If this scope and fee is acceptable, an Agreement between the Owner and Architect will be prepared.

Sincerely,
Brandstetter Carroll, Inc.



Benjamin E. Brandstetter, PE
President



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

EXHIBIT B

February 18, 2022

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Mr. Bryan Bogre
Director of Parks, Recreation & Senior Services
City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
bryan.bogre@strongsville.org

RE: Strongsville Town Center Enhancement and Walkability Initiative

Dear Mr. Bogre:

Brandstetter Carroll Inc. (BCI) is pleased to present this letter of interest and qualifications for architectural design and consulting services for the Strongsville Town Center Enhancement and Walkability Initiative. Our Team has enjoyed working with you to develop the Concept Plan for the park improvements and can move quickly to finalizing the design and developing construction documents.

The project approach presented in this submission includes further development of the design with a color rendered plan that can be used to support ongoing fundraising efforts. Additionally, at the Preliminary Plan stage we will work with the City to identify phasing or bid alternates to align with available funding and to account for the volatility in the current construction bidding market.

BCI cares deeply about this project as it aligns perfectly with our firm's mission to "enhance community and quality of life" for your citizens through parks, facilities, and services.

We look forward to your consideration. If there is anything else I can provide you, please feel free to contact me at nnozik@bciaep.com or at 216.645.8583.

Sincerely,
Brandstetter Carroll Inc.

Nancy K. Nozik, AIA
Vice President

CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

**ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE
STRONGSVILLE TOWN CENTER ENHANCEMENT AND WALKABILITY
INITIATIVE**

January 28, 2022

Submission Due

February 18, 2022

CITY OF STRONGSVILLE

LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS ARCHITECTURAL DESIGN AND CONSULTING SERVICES STRONGSVILLE TOWN CENTER ENHANCEMENT AND WALKABILITY INITIATIVE

The City of Strongsville will receive sealed qualifications and letters of interest for architectural design and consulting services, from qualified firms, for the planning, design, preparation of detailed plans and specifications, for the City's proposed Strongsville Town Center Enhancement and Walkability Initiative. A location map is attached for reference.

The Strongsville Town Center Enhancement and Walkability Initiative will include, but not be limited to;

New Community Amenities:

- Community Playground
- Community Pavilion
- Family Restroom/Vending Building
- Interactive Fountain/Spray Park
- Ballfield Storage Building
- Pedestrian Walkway Plaza and Food Truck/Market Staging Area

Enhanced Connectivity:

- Walkway/Trail Improvements
- Crossing Improvements
- Signage
- Area Lighting
- Roundabout

The Scope of Services will include but not be limited to:

- Preparation of Construction Document and Specifications
- Preparation of Contract and Bidding Documents
- Assistance with Bidding and Contractor Selection
- Assistance with Construction Administration

It is anticipated that the selected consultant will be authorized to proceed on or about March 2022. Only firms with specific experience in the planning, design, and engineering, of municipal recreation facilities should respond. Minimum qualifications for the project will include:

1. Competence to perform the required architectural design and consulting services as indicated by the technical training, education, and experience of the architectural 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 architectural design and consulting services should be deposited with the Director of Parks, Recreation & Senior Services, Bryan Bogre, at 18100 Royalton Road, Strongsville, Ohio 44136, no later than 4:30 p.m., on February 18, 2022. 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 Director of Parks, Recreation & Senior Services 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 Mayor of the City of Strongsville, Ohio

Thomas P. Perciak, Mayor

Advertisements in Plain Dealer

January 28, 2022

February 4, 2022

January 28, 2022

**STRONGSVILLE TOWN CENTER ENHANCEMENT AND
WALKABILITY INITIATIVE**

City of Strongsville, Ohio

Response Due Date: February 18, 2022

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide professional architectural services for planning, design, and preparation of detailed plans and specifications for the Strongsville Town Center Enhancement and Walkability Initiative, in the City of Strongsville.

Estimated Construction Cost: \$3,560,000

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 March 2022.

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. Bryan Bogre, Director of Parks, Recreation & Senior Services
City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
bryan.bogre@strongsville.org
(440) 580-3262

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

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 significant subconsultants, if any, their current prequalification categories and the percentage of work to be performed by each subconsultant.
2. 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.
3. 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.
4. 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 4 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.

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio)
) SS:
COUNTY Butler)

Benjamin E. Brandstetter, P.E., being first duly sworn, deposes and says:

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

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

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

CORPORATION ONLY: That he/she is the duly-authorized Officer of Brandstetter Carroll Inc., a corporation organized and existing under the laws of the State of Kentucky or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

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

Monica G. Sumner; 2360 Chauvin Drive, Lexington, KY 40517

Patrick D. Hoagland; 2360 Chauvin Drive, Lexington, KY 40517

Nancy K. Nozik; 1220 W 6th Street, Suite 300, Cleveland, OH 44113

Eric M. Chambers; 2360 Chauvin Drive, Lexington, KY 40517

Charles L. Schneider; 2360 Chauvin Drive, Lexington, KY 40517

Ian C. Beattie; 2360 Chauvin Drive, Lexington, KY 40517

Philip N. Schilffarth; 2360 Chauvin Drive, Lexington, KY 40517

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

President: Benjamin E. Brandstetter, P.E.

Directors: _____

Vice President: Monica Sumner, AIA

Secretary: Nancy Nozik, AIA

Treasurer: _____

Manager/Agent _____

Attorneys: Sarah Cameron


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

NAME

TITLE

Benjamin E. Brandstetter, P.E. President

FURTHER AFFIANT SAYETH NAUGHT.


(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 11 day of
February, 2020.


(Notary Public)



SHARI BASTIN
Notary Public, State of Ohio
My Commission Expires
May 23, 2022

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY Butler) ss:

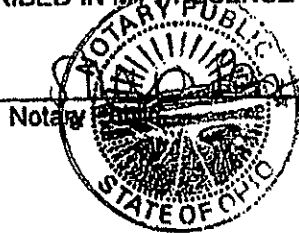
Benjamin E. Brandstetter, P.E., being first duly sworn, deposes and says that

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

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


Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 11 day
of February, 2022



SRANI BASTIN
Notary Public, State of Ohio
My Commission Expires
May 23, 2022

AFFIDAVIT


STATE OF Ohio)
) SS:
COUNTY Butler)

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

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

[Signature]
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 11 day of February, 2022.

[Signature]
Notary Public

SHARI BASTIN
Notary Public, State of Ohio
My Commission Expires
May 23, 2022

DELINQUENT PERSONAL PROPERTY STATEMENT

Brandstetter Carroll Inc., having been awarded a Contract by the City of
(name of proposer)

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

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

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

Delinquent Personal Property Tax	\$ 0.00
Penalties	\$ 0.00
Interest	\$ 0.00

Brandstetter Carroll Inc.

(Company Name)

By: [Signature]

Its: President

STATE OF Ohio)
COUNTY Butler) SS:

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
11 day of February, 2022.



SHARI BASTIN
Notary Public, State of Ohio
My Commission Expires
May 23, 2022

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: Brandstetter Carroll Inc.

By: 

Date: February 11, 2022

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

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

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

PROPOSER/CONTRACTOR

Brandstetter Carroll Inc.

By: 

Title: President

Date: February 11, 2022

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) SS:
)

SWORN TO AND SUBSCRIBED before me this 11 day of February, 2022.


Notary Public



SHARI BASTIN
Notary Public, State of Ohio
My Commission Expires
May 23, 2022

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

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

PROPOSER/CONTRACTOR

Brandstetter Carroll Inc.

By: 

Title: President

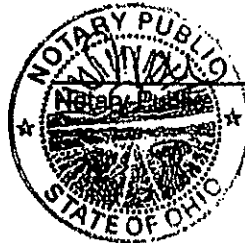
Date: February 11, 2022


STATE OF OHIO

COUNTY OF CUYAHOGA

} SS:

SWORN TO AND SUBSCRIBED before me this 11 day of February, 2022.




Notary Public, State of Ohio
My Commission Expires
May 23, 2022



BRANCAR-03

EEVERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2022

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

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

PRODUCER Energy Insurance Agency, Inc. P O Box 55268 Lexington, KY 40555		CONTACT NAME: PHONE (A/C, No, Ext): (859) 273-1549 FAX (A/C, No): (859) 272-0075 E-MAIL ADDRESS: eia@energyinsagency.com	
INSURED Brandstetter Carroll, Inc. 2360 Chauvin Drive Lexington, KY 40517		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company, EMC INSURER B: Everest National Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 10120	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bklt Addl Insured <input checked="" type="checkbox"/> Bklt Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5W85769-22	4/23/2021	4/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Bklt Addl Insured <input checked="" type="checkbox"/> Bklt Waiver of Subro		5E85769-22	4/23/2021	4/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	5J85769-22	4/23/2021	4/23/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	5H85769-22	4/23/2021	4/23/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Ohio Stop Gap		5W85769-22	4/23/2021	4/23/2022	Employers Liability \$ 1,000,000
B	Professional Liab		AAEP000267-211	11/27/2021	11/27/2022	\$50,000 retention \$ 2,000,000

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

The following applies to the Workers' Compensation coverage under Item 3.C. Other States Insurance: All States not shown in 3.A. except AK, CA, HI, LA, ME, NV, NH, ND, OH, RI, VT, WA, WY.

Project: Strongsville Town Center Enhancement & Walkability Initiative.

CERTIFICATE HOLDER

CANCELLATION

City of Strongsville
18100 Royalton Rd
Strongsville, OH 44136

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE