



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

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

**HAPPY
NEW YEAR**

December 29, 2022

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, January 3, 2023**, 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 Nos. 2022-152, 2023-001 & 2023-002.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2023-003, 2023-004 & 2023-005.

Communications & Technology Committee will meet to discuss Ordinance No. 2023-006.

Committee of the Whole will consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing personnel matters of the Council office pertaining to the appointment of a public official.

8:00 P.M.

Organizational and Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

**ORGANIZATIONAL AND REGULAR
STRONGSVILLE CITY COUNCIL MEETING
TUESDAY, JANUARY 3, 2023 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. ORGANIZATION:
 - A. Election of Council President
 - B. Election of Council President Pro Tem
 - C. Appointment of Council Representative to Planning Commission
 - D. Appointment of Council Representative to Southwest General Health Center Board of Trustees
 - E. Appointment of Council Representative to Strongsville School Board
 - F. Appointment of Standing Council Committees
6. COMMENTS ON MINUTES:
 - *Council Meeting – December 19, 2022*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
8. PUBLIC HEARING:
 - Ordinance No. 2022-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 10-17-22. Unfavorable recommendation by the Planning Commission 11-17-22. Second reading 11-21-22. Public hearing 01-03-23.*
9. 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

10. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

11. AUDIENCE PARTICIPATION:

12. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2022-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 10-17-22. Unfavorable recommendation by the Planning Commission 11-17-22. Second reading 11-21-22. Public hearing 01-03-23.*
- Ordinance No. 2023-001 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, WITHOUT CHANGE IN PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE 2022 PAVEMENT RECONSTRUCTION PROGRAM, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-002 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT IN THE CITY OF STRONGSVILLE (CUY-WHITNEY ROAD BRIDGE; PID No. 111574), AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-003 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

- Ordinance No. 2023-004 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND OLMSTED TOWNSHIP, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-005 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2023, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-006 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PURCHASE OF A CAD SOFTWARE PROGRAM FROM MOTOROLA TO BE UTILIZED AT THE CITY OF STRONGSVILLE SOUTHWEST EMERGENCY DISPATCH CENTER, AND DECLARING AN EMERGENCY.

13. COMMUNICATIONS, PETITIONS AND CLAIMS:

14. MISCELLANEOUS BUSINESS:

15. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 - 152

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), 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 the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21930 Royalton Road from GI (General Industrial) classification to R1-75 (One Family 75) classification (PPN 392-14-006), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading:

October 17, 2022

Referred to Planning Commission

Second reading:

November 24, 2022

October 18, 2022

Unfavorable recommendation
by Planning Commission
November 17, 2022.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 152
Page 2

Third reading: _____

Public Hearing: January 3, 2023

President of Council

Date Passed: _____

Yea

Nay

Carbone

Clark

DeMio

Kaminski

Kosek

Roff

Short

Approved: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2022-152 Amended: _____
1st Rdg. 10/17/22 Ref: PC/P&E
2nd Rdg. 11/21/22 Ref: P&E
3rd Rdg. _____ Ref: _____

Public Hrg. 1/3/23 Ref: _____
Adopted: _____ Defeated: _____

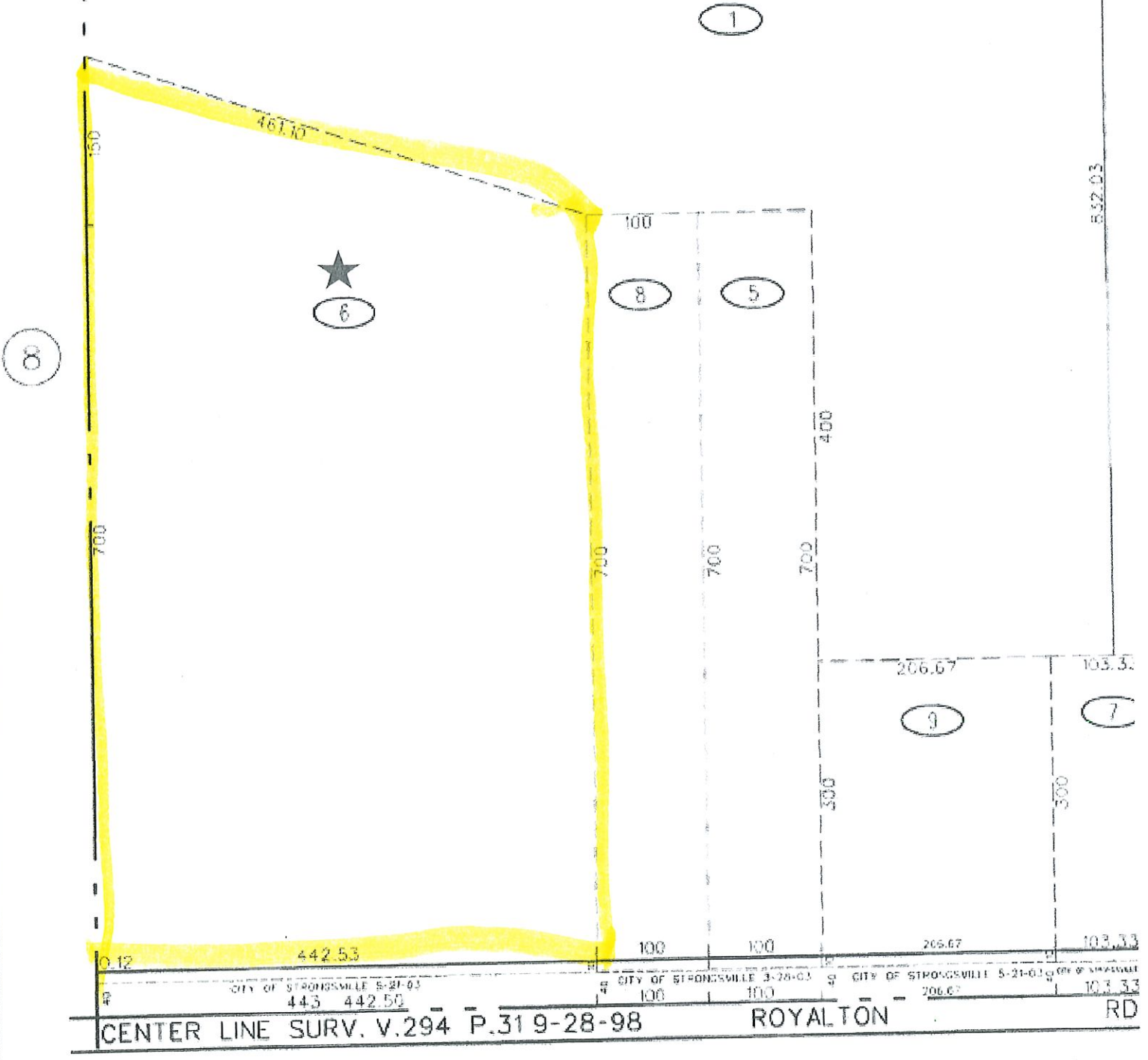
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township Lot No. 86, bounded and described as follows: Beginning on the center line of Royalton Road, 60 feet wide, at the Southeasterly corner of land conveyed to Edward L. Anderson and Mary G. Anderson, by deed dated September 22, 1951 and recorded in Volume 7407, Page 478 of Cuyahoga County Records; thence Westerly along the center line of Royalton Road, about 443.90 feet to the Southwesterly corner of land so conveyed to Edward L. Anderson and Mary G. Anderson; thence Northerly along Westerly line of land conveyed to Edward L. Anderson as aforesaid, and by deed dated April 28, 1953 and recorded in Volume 13191, Page 445 of Cuyahoga County Records, about 850 feet to the most Northerly corner of land so conveyed to Edward L. Anderson; thence Southeasterly along the Northeasterly line of said land 461.10 feet to the Northeasterly corner of land conveyed to Edward L. and Mary G. Anderson as aforesaid; thence Southerly along the Easterly line of said land 700 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 392-14-006

Commonly known as: 21930 Royalton Road, Strongsville, Ohio 44149



PETITION FOR ZONING CHANGE

Ordinance Number: 2022-152

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class INDUSTRIAL use to a class RESIDENTIAL use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: TO SELL AS RESIDENTIAL

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: will be sold residential

Please list other supporting documents (if any) which accompany this petition:

1. _____
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: RESIDENTIAL

Name, address and **telephone number** of applicant or applicant's agent:

Name: Linda Ackerman

Address: 15767 Bowfin Blvd Brook Park, Ohio 44142

Telephone Number: 216-702-7738

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 29 day of August, 2022.



MICHELLE HAMPTON
Notary Public
State of Ohio
My Comm. Expires
July 1, 2027

Notary Public

My commission expires: 7/1/27

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2022-152

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 21930 ROYALTON Rd

Permanent Parcel No.: 392-14-006

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Future + Prospect Road

Number and type of buildings which now occupy property (if any): 1- House 1- Garage 1- Pavilion

Acreage: 7.57

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): None

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: Reverse Mortgage

Owner(s)	Percent of Ownership:
1. <u>Linda Ackerson</u>	<u>50</u> %
2. <u>JAMES BASKIN</u>	<u>50</u> %
3. _____	_____% <u>State Bank of Ohio</u>
	Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

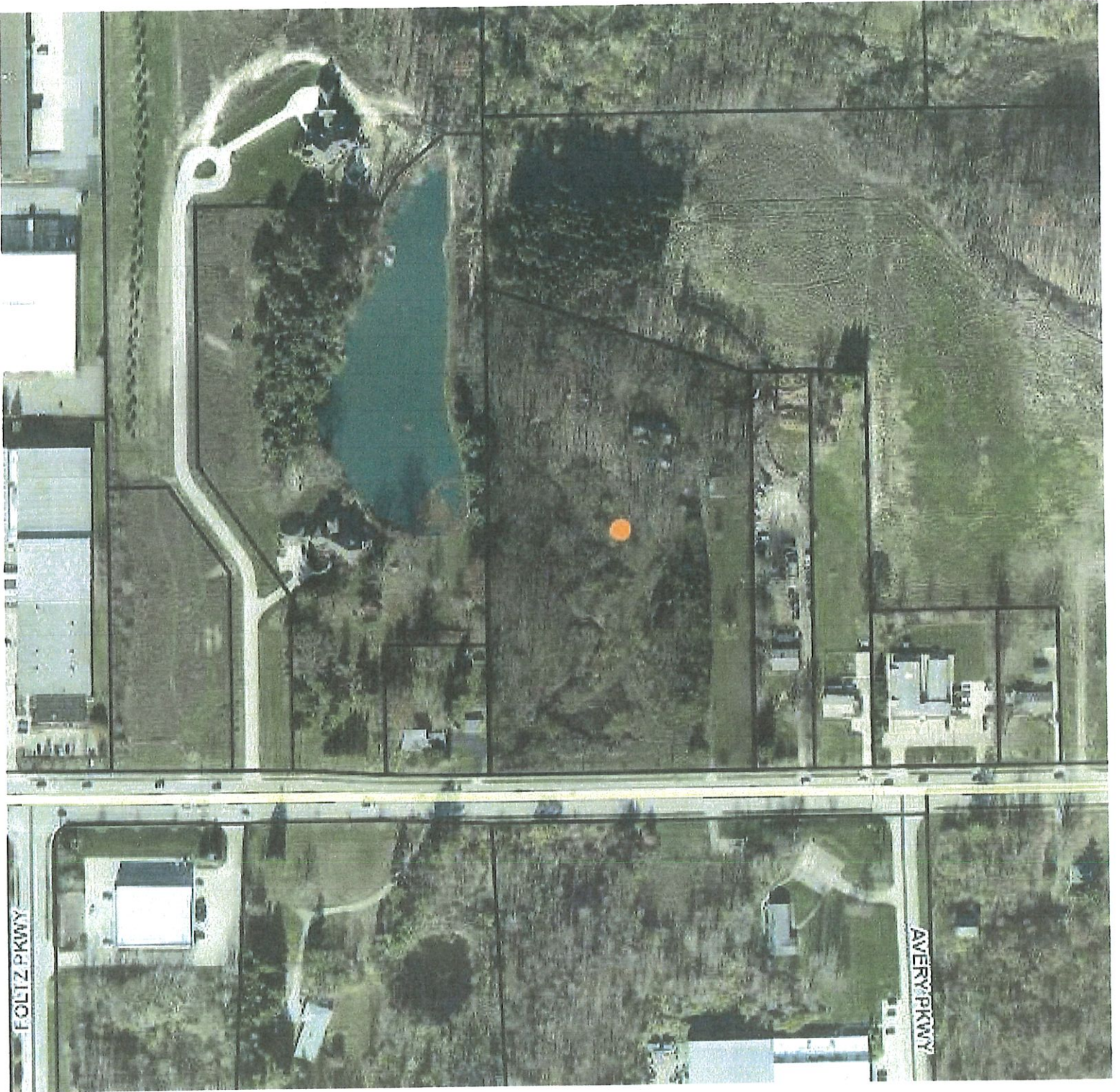
Sworn to and subscribed to in my presence this 21 day of August, 2022.




MICHELLE HAMPTON
Notary Public
State of Ohio
My Comm. Expires
July 1, 2027

[Signature]
Notary Public
My commission expires 7/1/27

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



CUYAHOGA COUNTY FISCAL OFFICER
 392-14-006 *Robert Chambers* 5/12/2022 4
 B-05122022-25
 ACIERNO, LINDA JEAN & ERSKINE Tax Dist. 3340
 Affidavit LUC: 5100 EX: S
 Sale Amt: \$ 0.00 LAND: 146,300
 Conv. Fee: \$ 0.00 BLDG: 77,600
 PUBLIC TOTAL: 223,900



* 1 0 8 6 7 7 2 *

CUYAHOGA COUNTY
 OFFICE OF FISCAL OFFICERS - 5
 DEAF 5/12/2022 4:46:43 PM
202205120730

STATE OF OHIO

**AFFIDAVIT OF
 CONFIRMATION / TRANSFER
 ON DEATH BENEFICIARY
 (R.C. 5302.222)**

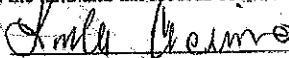
COUNTY OF CUYAHOGA

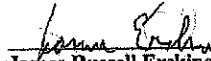
Linda Jean Acierno and James Russell Erskine, being first duly sworn, deposes and says as follows:

- 1) That **Alma Jean Erskine** was the fee simple owner of property under a duly recorded transfer on death deed. The original Transfer on Death Deed is recorded in the records of the Cuyahoga County Recorder in Instrument Number 200206140403.
- 2) That **Linda Jean Acierno**, whose address is **15767 Bowfin Blvd., Brookpark Ohio 44122**, is a transfer on death beneficiary.
- 3) That **James Russell Erskine**, whose address is **15767 Bowfin Blvd., Brookpark Ohio 44122**, is a transfer on death beneficiary.
- 4) That the property is known as **21930 Royalton Road, Strongsville, Ohio 44149**, Cuyahoga County, State of Ohio and also known as Permanent Parcel Number 392-14-006 on the records of the County Auditor. A full legal description is attached hereto.
- 5) That **Alma Jean Erskine** died on or about March 3, 2022 and a death certificate has been issued. A COPY OF THE DEATH CERTIFICATE IS ATTACHED HERETO.



- 6) That by virtue of the death of Alma Jean Erskine, Linda Jean Acierno and James Russell Erskine are the fee simple owners of the above described property and requests that this fact be reflected on the land and tax records of the county.


Linda Jean Acierno


James Russell Erskine

SWORN TO BEFORE ME, and subscribed in my presence this 30th
Day of March, 2022



NOTARY PUBLIC

PREPARED BY: Scott W. Paris, of Paris Law, LLC, 150032 Centerville Road, North
Ridgeville, OH 44039.



SCOTT W. PARIS
150032 Centerville Road, North
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: September 9, 2022

SUBJECT: Rezoning Application
Owner: Linda Acierno & James Erskine
PPN: 392-14-006
Address: 21930 Royalton Road
From: General Industrial (GI) to Residential

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: October 5, 2022

Re: Rezoning Application
PPN 392-14-006
GI to R1-75

Neal,

The attached legal description and exhibit included in the Clerk of Council's September 9, 2022 memo accurately depict the parcel to be rezoned.

Per the Clerk's October 4, 2022 e-mail, the applicant is requesting the residential designation to be R1-75.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Clerk of Council

DATE: October 18, 2022

SUBJECT: Referral from Council: Ordinance No. 2022-152.

At its regular meeting of October 17, 2022, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2022-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY.

A copy of the ordinance is attached for Planning Commission review.

AKP
Attachments

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 18, 2022

Please be advised that at its meeting of November 17, 2022, the Strongsville Planning Commission gave Unfavorable Recommendation to the following;

ORDINANCE NO. 2022-152

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Real Estate Located at 21930 Royalton Road, in the City of Strongsville from GI (General Industrial) Classification to R1-75 (One Family 75) Classification (PPN 392-14-006).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 001

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, WITHOUT CHANGE IN PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE 2022 PAVEMENT RECONSTRUCTION PROGRAM, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2022-072, Council authorized the Mayor to enter into a contract with Konstruction King, Inc., in connection with the 2022 Pavement Reconstruction Program; and

WHEREAS, as indicated in the Notice to Proceed referenced in Section 2 of the Contract documents, the work was to be commenced no later than May 26, 2022 and must be completed within One Hundred Eighty (180) consecutive calendar days thereafter, being November 22, 2022; and

WHEREAS, due to circumstances beyond the reasonable control of the contractor such as material shortages, delays and increasing cost of the materials, rising fuel costs, along with labor and driver shortages, Konstruction King has been unavoidably delayed in completing the work as required by the contract terms; and

WHEREAS, Konstruction King, therefore, has requested an extension of time of Two Hundred Forty (240) calendar days to complete the work, with a new contract completion date of July 20, 2023, at the same contract price; and

WHEREAS, the City's Engineer has recommended that due to such extenuating circumstances, an extension of the time to complete work by July 20, 2023 would be warranted and is reasonably required at this time.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to extend the contract completion time from November 22, 2022 to a new contract completion date no later than July 20, 2023, as determined by the City Engineer and the contractor, all in the form attached hereto as Exhibit A, but at the same contract bid price.

Section 2. That the funds for the purposes of said contract have been appropriated and shall be paid from the General Capital Improvement Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 001
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the extension of the contract completion time is immediately necessary to provide sufficient time for the contractor to obtain the necessary materials required, to ensure proper quality of the work to be undertaken, 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

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-001 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CHANGE ORDER

Order No. # 1
Date: December 20, 2022
Agreement Date: May 10, 2022

Name of PROJECT: **2022 Pavement Reconstruction Program**

CONTRACTOR: **Konstruktion King, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$1,627,398.60**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER:

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:

The new CONTRACT PRICE including this CHANGE ORDER will be:

Change to CONTRACT TIME:

The CONTRACT TIME will be **increased** by 240 calendar day(s).

The date for completion of all WORK will be (Date): **July 20, 2023**

Requested by: _____
Konstruktion King, Inc.

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

Accepted by: _____
Mayor Thomas P. Perciak

EX A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 002

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT IN THE CITY OF STRONGSVILLE (CUY-WHITNEY ROAD BRIDGE; PID No. 111574), AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2022-142, the Mayor advertised a request for qualifications and proposals for construction management services, including construction contract administration and inspection services for the Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge; PID No. 111574) (the "Project"); and

WHEREAS, by and through Ordinance No. 2022-010, Council approved and authorized the Mayor to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of a portion of the Project; and

WHEREAS, pursuant to Revised Code Section 9.332, the Mayor and City Engineer have evaluated the various proposals received for construction management services, have determined the most qualified proposal, and the City has selected and ranked no fewer than three firms which it considered to be most qualified to provide the required professional construction management services; and

WHEREAS, the City has negotiated a contract with **CT CONSULTANTS, INC.** the firm ranked most qualified to perform the required services in accordance with law; and

WHEREAS, the City is desirous of proceeding to award and enter 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 the proposal submitted by **CT CONSULTANTS, INC.** for professional construction management and related services in connection with the Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge; PID No. 111574), is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State of Ohio, as well as those requirements set forth in the City's Request for Qualifications and Proposals; that said firm is the most qualified firm to perform the construction management services in connection with the Project; that the proposal is the best proposal; that after negotiations, the compensation being requested is deemed to be fair and reasonable; and that the criteria set forth in Ohio Revised Code Sections 9.33 and 9.331–.333 for the selection of professional construction management services 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 - 002
Page 2

Section 2. That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with **CT CONSULTANTS, INC.** to provide construction management and related services in connection with the Whitney Road Covered Bridge Project, in accordance with the terms and conditions set forth in the firm's proposal on file with the City Engineer and the contract attached hereto as Exhibit "1" and incorporated herein by reference, which in all respects is hereby approved, and in a total amount not to exceed \$202,074.00.

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and any other Federal, State or local funds which are available for this purpose.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Agreement in order to commence the aforesaid Project in a timely manner, to proceed with the necessary and critical repairs and improvements to the City's Covered Bridge, 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

Date Passed: _____

Yea

Nay

Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-002 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



December 2, 2022

Ms. Lori Daley, P.E.
Asst. City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

**Re: Fee Proposal
CUY-Whitney Road Bridge
PID No. 111574**

Dear Ms. Daley:

Enclosed for your consideration, please find our fee proposal for our work on the subject project.

If you have any questions concerning the proposal, please let me know at your earliest convenience.

Thank you for your consideration and for the privilege of serving the City.

Respectfully,

CT CONSULTANTS, INC.

Thomas B. Gwydir, Jr., P.E.
Director of Construction Services

TBG/saa

Enclosures

G:\My Documents\Strongsville\2212 (Transmit Fee Proposal) TBG.Docx

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Date: _____

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

By _____
Law Director

Date _____

BUDGET SUMMARY

CUY Whitney Road Bridge
City of Strongsville
Cuyahoga County, OH
Construction Phase Administration & Observation Services
12/29/2022

Schedule and Contract Value	
Begin Const.	4/3/2023
End Const.	10/27/2023
Begin Const.	10/27/2023
End Const.	10/27/2023
Work Days	148.0
Work Weeks	30.0
Contract Amt	\$1,890,000.00

Task Frequency		
Task	#	Unit
Coordination	6	Months
Meetings	9	Each
Shop Drawings/Matls. Mgmt	27	Each
RFI's	6	Each
Pay Estimates	7	Each
Claims Analysis	4	Each
Change Order Preparation	2	Each
Site Visits	24	Each
Bidding	0	Each
Observation	118	Days
Testing	40	Hours
Prev. Wages	7	Months
Post Construction	1	#

Staff and Hour Allocation	
Division Manager	4
Const. Proj. Mgr.	42
Const. Proj. Engr.	366
Design Engineer	41
Asst Project Admin	64
Senior Const Rep	0
Const Rep 2	975
Const Rep 2	0
Coatings	61
TBD	0
TBD	0
Testing	40
Total Hours	1593

Labor Costs	
Task	Sub Total
Coordination	\$23,969
Meetings	\$7,368
Shop Drawings/Matls. Mgmt	\$11,376
RFI's	\$1,728
Pay Estimates	\$2,016
Claims Analysis	\$6,912
Change Order Preparation	\$1,152
Site Visits	\$7,854
Bidding	\$0
Observation	\$114,220
Testing	\$4,400
Prev. Wages	\$8,191
Post Construction	\$5,786
Labor Cost	\$194,972

Vehicle Per Day @		\$49.00
Assignment	Days	Sub Total
Insp	118	\$5,782.00

Est. Mileage @ \$/Mi		\$0.60
Assignment	Miles	Sub Total
PM	400	\$240.00
PE	1800	\$1,080.00
		\$0.00
		\$0.00

Est Per Diem/Overnight @ \$140/N		
Assignment	Days	Sub Total
		\$0.00
		0
		0
Est. Vehicle/Mileage/PD Costs		\$7,102.00

Total Cost	\$202,074.00
-------------------	---------------------

Notes

1. The Fee Total shown is approximate.
2. Costs are estimated based upon preliminary project information and are subject to change to meet client scope char
3. Tasks with no costs shown are not included in the proposed scope of work.
4. A place holder for testing is included.
5. Mileage @ \$0.60/mile P-P or ODOT rate for full day if applicable
6. The proposed fee is based upon the anticipated duration of the work. Actual work durations, directives by owner and contractor means and methods which substantially alter the anticipated work durations will impact the fee.
7. Tasks and hours are approximate and reflect the estimated time anticipated for given tasks. Tasks and hours will be adjusted as needed to meet project needs however, work beyond the Fee Total will not be done without additional authorization.

BUDGET SUMMARY
CUY Whitney Road Bridge
Construction Phase Administration & Observation Services

Begin Const. 4/3/2023
End Const. 10/27/2023
Begin Const. 10/27/2023
End Const. 10/27/2023
Work Days 148
Work Weeks 29.57
Contract Amt \$1,890,000.00

DATE: 12/2/2022
BY: TBG

CUY Whitney Road Bridge
City of Strongsville
Cuyahoga County, OH

Position	Division Manager	Const. Proj. Mgr.	Const. Proj. Engr.	Design Engineer	Asst Project Admin	Senior Const Rep	Const Rep 2	Const Rep 2	Coatings	TBD	TBD	Testing	TASK HOURS	TASK TOTALS	% TOTAL
Tasks															
Coordination	3.6	14.4	144.0										162.0	\$23,969	12.29%
Meetings		14.0	30.0		8.0								52.0	\$7,368	3.78%
Shop Drawings/Matls. Mgmt			54.0	25.0									79.0	\$11,376	5.83%
RFIs			12.0										12.0	\$1,728	0.89%
Pay Estimates			14.0										14.0	\$2,016	1.03%
Claims Analysis			32.0	16.0									48.0	\$6,912	3.55%
Change Order Preparation			8.0										8.0	\$1,152	0.59%
Site Visits		6.0	48.0										54.0	\$7,854	4.03%
Bidding															
Observation															
Testing		4.2			56							40.0	40.0	\$4,400	2.26%
Prev. Wages							14						74.2	\$8,191	4.20%
Post Construction		3.2	24.0				16.0						43.2	\$5,786	2.97%
Total Hours	3.6	41.8	366.0	41.0	64.0		974.0		60.0			40.0	1590	\$194,972	100.00%
Cost	\$972	\$6,567	\$52,704	\$5,904	\$6,784		\$111,037		\$6,604			\$4,400			

Project Synopsis

Task	Costs	% of Fee	% of Const.	Position	Costs	Hours	% of Fee	% of Const.	Project Cost Statistics
Coordination	\$23,969	12.29%	1.27%	Division Manager	\$972	3.6	0.50%	0.05%	Avg Hrfy Rate \$122.59
Meetings	\$7,368	3.78%	0.39%	Const. Proj. Mgr.	\$6,567	41.8	3.37%	0.35%	Cost/Week \$6,593.26
Shop Drawings/Matls. Mgmt	\$11,376	5.83%	0.60%	Const. Proj. Engr.	\$52,704	366.0	27.03%	2.79%	Cost/Month \$28,570.80
RFI's	\$1,728	0.89%	0.09%	Design Engineer	\$5,904	41.0	3.03%	0.31%	
Pay Estimates	\$2,016	1.03%	0.11%	Asst Project Admin	\$6,784	64.0	3.48%	0.36%	
Claims Analysis	\$6,912	3.55%	0.37%	Senior Const Rep					361%
Change Order Preparation	\$1,152	0.59%	0.06%	Const Rep 2	\$111,037	974.0	56.95%	5.87%	Administration \$68,161
Site Visits	\$7,854	4.03%	0.42%	Const Rep 2					Observation \$114,220
Bidding	\$114,220	58.58%	6.04%	Coatings	\$6,604	60.0	3.39%	0.35%	Testing \$4,400
Observation	\$4,400	2.26%	0.23%	TBD					Prev. Wages \$8,191
Testing	\$8,191	4.20%	0.43%	Testing	\$4,400	40.0	2.26%	0.23%	
Prev. Wages	\$5,786	2.97%	0.31%						
Post Construction									
Total	\$194,972	100.00%	10.32%	Total	\$194,972	1591.0	100.00%	10.32%	Fee Total \$194,972
									10.32%

Work Cost Statistics

Avg Hry Rate	\$122.59
Cost/Week	\$6,593.26
Cost/Month	\$28,570.80
Project Cost Statistics	
Administration	\$68,161
Observation	\$114,220
Testing	\$4,400
Prev. Wages	\$8,191

Notes

- The Fee Total shown is approximate.
- Costs are estimated based upon preliminary project information and are subject to change to meet client scope changes.
- Tasks with no costs shown are not included in the proposed scope of work.
- A place holder for testing is included
- Mileage @ \$0.60/mile P-P or ODOT rate for full day if applicable
- The proposed fee is based upon the anticipated duration of the work. Actual work durations, directives by owner and contractor means and methods which substantially alter the anticipated work durations will impact the fee.
- Tasks and hours are approximate and reflect the estimated time anticipated for given tasks.
- Tasks and hours will be adjusted as needed to meet project needs however, work beyond the Fee Total will not be done without additional authorization.

CUY Whitney Road Bridge
 Construction Phase Administration &
 Observation Services
 12/2/2021
 Project Division

Scope of Services

Work Days 148
 Months 6.8
 Calendar Days 207

Description	Participant Number of Staff										Participant's Hours									
	Division Manager	Const. Proj. Mgr.	Const. Estimator	Design Engineer	Asst. Project Admin	Senior Const. Rep	Const. SQA	Const. SQA	Const. SQA	Const. SQA	Division Manager	Const. Proj. Mgr.	Const. Estimator	Design Engineer	Asst. Project Admin	Senior Const. Rep	Const. SQA	Const. SQA	Const. SQA	Const. SQA
Coordination	0.025	0.1	1								3.8	14.4	144							
Miscellaneous Activities																				
Meetings	Number	Hrs/Mtg																		
	1	4																		
	6	3																		
	2	4																		
	9	11																		
Shop Drawings/Notes, Mgmt	# Shops	Hrs/Review																		
	25	2																		
Review	# Shops	Hrs/Review																		
	27	4																		
RFIs	#	Hrs/RFI																		
	6	2																		
Pay Estimates	#	Hrs/PE																		
	7	2																		
Claims Analysis	#	Hours/Claim																		
	4	6																		
Change Order Preparation	#	Hrs/CO																		
	2	4																		
Site Visits	#	Hrs/Visit																		
	26	2																		
Observation	Days	Hrs/Day																		
	118	6																		
Bidding	Task	Hours																		
Testing	Hours																			
	40																			
Post Construction	#	Hours																		
	1	24																		
Prev. Phases	Months	Hours/Mo																		
	7	8																		

Totals 1592,474 1891 Totals Rounded 3.8 41,828 386 42 586 41 64 54 974,008 60,0364 60 40 48

Assumptions & Comments

- 1 The total time we will be on the job will be 7 months
- 2 Full time inspection will be 5.5 months (5 months from bridge closure to reopen per plan, plus 2 weeks for restoration)
- 3 Due to limited concrete work testing was shown at 40 hours (this should cover costs for field and lab work)
- 4 Coatings were shown at 60 hours (this should cover costs for concrete sealing and steel touch-up unless there is an issue with the shop coats)
- 5 There are three days shown for post construction to cover misc. field and office items
- 6 The PM time was limited as it is presumed the PE will handle a majority of the day to day work, while recognizing needed oversight requirements
- 7 Design assistance was included for minor changes and issues. Significant changes if needed will be done by the designer of record as per the City

RE: WHITNEY ROAD COVERED BRIDGE PROJECT
(CUY-Whitney Road Bridge; PID 111574)

ADDENDUM TO PROPOSAL/AGREEMENT BETWEEN
THE CITY OF STRONGSVILLE AND
CT CONSULTANTS, INC. ("CONSULTANT")
FOR CERTAIN CONSTRUCTION MANAGEMENT SERVICES

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

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

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

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

- | | | |
|-----|--|---|
| (a) | Worker's Compensation and Employer's Liability | |
| | Worker's Compensation | Statutory |
| | Employer's Liability | \$500,000/\$500,000/\$500,000 |
| (b) | Comprehensive Automobile Liability | |
| | \$1,000,000 combined single limit Bodily Injury and Property Damage | |
| (c) | Comprehensive General Liability (naming the City as additional insured) | |
| | \$1,000,000 | per occurrence |
| | \$2,000,000 | annual aggregate |
| | \$2,000,000 | product/completed operations per occurrence |
| | \$1,000,000 | personal injury/advertising liability |
| (d) | Umbrella/Excess Liability | |
| | \$2,000,000 | per occurrence |
| | \$2,000,000 | annual aggregate |
| | \$2,000,000 | products aggregate |
| (e) | Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project. | |

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

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

4. INCORPORATION BY REFERENCE. The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Addendum as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition"
- (b) The attached Scope of Services
- (c) The Invoice and Project Schedule
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio website (<http://obm.ohio.gov/MiscPages/TravelRule>)

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

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

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

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

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

8. **NON-WAIVER.** Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

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

If to City:

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

If to Consultant:

Thomas B. Gwydir, Jr., P.E.
Director of Construction Services
CT Consultants, Inc.
8150 Sterling Ct.
Mentor, OH 44060

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

10. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

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

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

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

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

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

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

"CITY"
CITY OF STRONGSVILLE

"CONSULTANT"
CT CONSULTANTS, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas B. Gwydir, Jr., P.E
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this _____ day of _____, 2023

Neal M. Jamison, Law Director

AFFIDAVIT

STATE OF _____)
) **SS:**
COUNTY _____)

_____, whose title is _____, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of _____, the party making the enclosed Proposal, and says further that said _____ (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.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this _____ day
of _____, 20____.

Notary Public

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company:_____

By:_____

Date:_____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ 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 _____ day
of _____, 20__.

Notary Public

STATE OF _____)
) SS:
COUNTY _____)

CORPORATION ONLY: That he/she is the duly-authorized _____ of _____, a corporation organized and existing under the laws of the State of _____ 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.

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

President:

Directors:

Vice President:

Secretary:

Treasurer:

Manager/Agent

Attorneys:

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

NAME

TITLE

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 202____.

(Notary Public)

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of
(name of contractor/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 Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

(Company Name)

By:

Its:

STATE OF _____)
) SS:
COUNTY _____)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
day of _____, 20____.

Notary Public

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

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder 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, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder 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 contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Notary Public

**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.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

Notary Public

October 24, 2022

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



RE: Letter of Interest and Qualification
CUY-Whitney Road PID 111574

Dear Mr. Mikula,

CT Consultants (CT) is pleased to offer the City our services to administer and inspect the Whitney Road Covered Bridge replacement. The project is located within the Cleveland MetroParks and brings the challenge of a single-lane bridge in a river valley with limited access. This challenge will require the contractor to follow a strict demolition plan to not adversely impact the park setting or allow debris to contaminate the East Branch of the Rocky River. As your Project Manager, I will be assisted by Mr. Chris Brubaker (CE-1) and Mr. Zane Rea (PI/PS), both of whom have a proven track record of working on bridges within various cities, for ODOT, and spanning the Cleveland Metroparks.

As the project has two traffic signals to be replaced, we have included Mr. Jay Korros, PE, PTOE, on our team. Mr. Korros is familiar with the traffic signal system for the City as he was involved with the recent CUY-SR42/82-0.00 Project. From his current work and the previously completed 57 intersections that were upgraded within the City, he can handle all matters concerning the traffic system upgrades.

We understand the historic nature of the bridge and its aesthetic in a park setting. CT is prepared to work with the City and Contractor to determine if any unique features can be salvaged such as the sign indicating the fine, or if replacements can be incorporated to maintain the heritage of the former structure.

We appreciate the confidence the City has shown in CT over the last several years by selecting our construction teams for work on several significant improvements and are ready to give the City the same high level of services you have come to expect. We strive to be a seamless extension of your staff and will work with you on all project facets to see that the requirements of the contract, the City, and the public are met.

I appreciate your consideration.

Sincerely,

CT Consultants, Inc.

A handwritten signature in blue ink that reads "Brian E. Meluch".

Brian Meluch, PE
Project Manager

ODOT PREQUALIFICATIONS

CT CONSULTANTS

CT is currently pre-qualified by ODOT in the following categories:

- Bicycle Facilities and Enhancement Design
- Complex and Non-Complex Roadway Design
- Interchange Operations Modification/Justification Study
- Safety Study
- Limited and Complex Right-of-Way Plan Development
- Level 1.1/1.2 and Level 2 Bridge Design
- Level 1 Bridge Inspection
- Basic Traffic Signal Design
- Traffic Signal System Design
- Limited Lighting Design
- Construction Management Firm
- Ecological Surveys
- Waterway Permits
- ITS Design and Operations

SUB-CONSULTANTS



PSI will be doing 5% of the work and is currently pre-qualified by ODOT in the following categories:

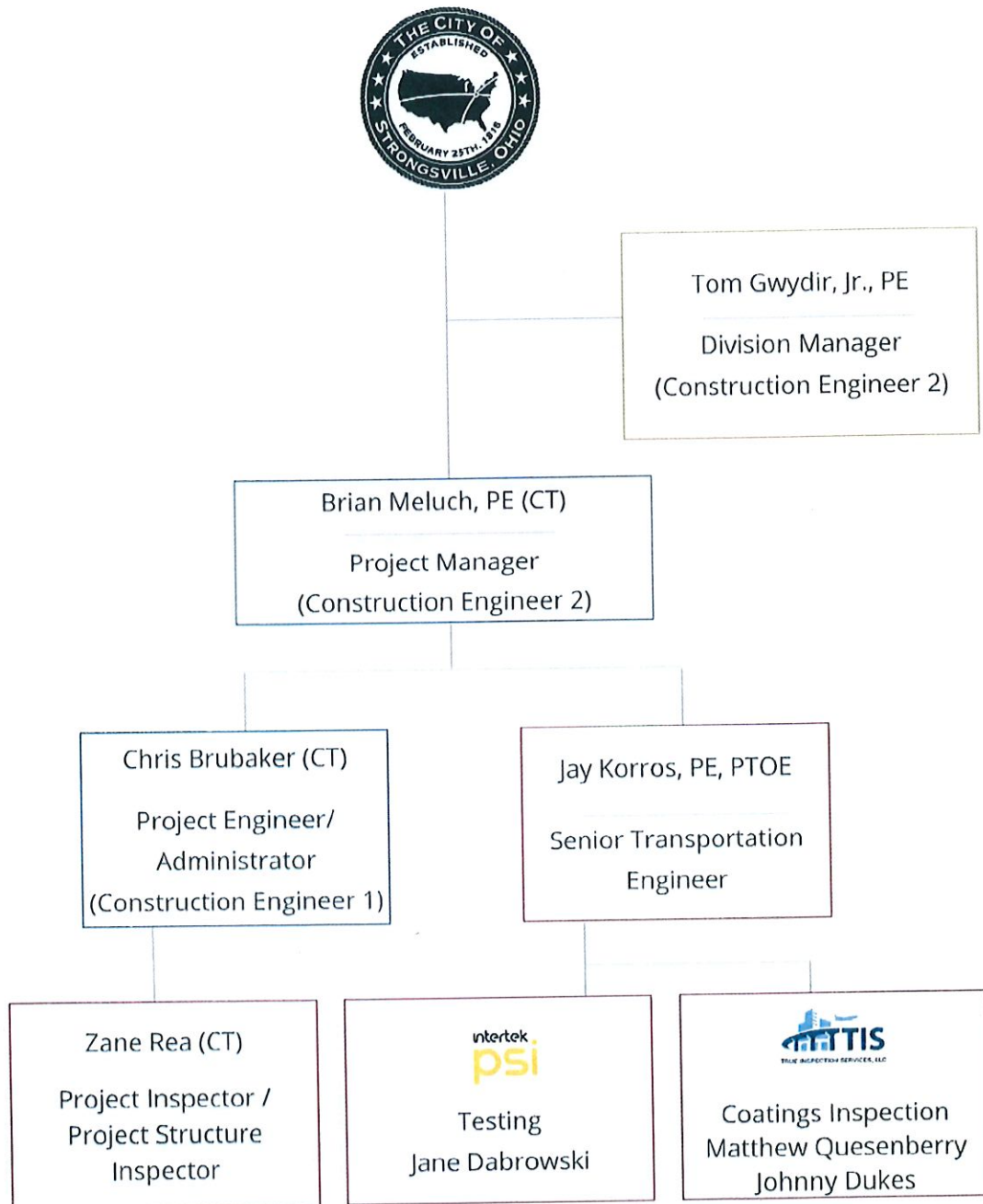
- Geotechnical Engineering Services
- Geotechnical Testing Laboratory
- Geotechnical Field Exploration
- Geotechnical Drilling Inspection
- Regulated Materials Review
- Construction Management
- Materials Testing



True Inspection will be doing 10% of the work and, is a DBE/MBE/SBE/EDGE firm, and is currently prequalified by ODOT in the following categories:

- Construction Management Firm
- Non-Complex Roadway Design
- Safety Study
- Bicycle Facilities and Enhancement Design Roadway
- Cost Accounting System

ORGANIZATIONAL CHART



RESUME OF PROJECT MANAGER



440.530.2306



tgwydir@ctconsultants.com

THOMAS GWYDIR, JR., PE
DIVISION MANAGER (CE - 1 & 2)

YEARS OF EXPERIENCE

41

EDUCATION

University of Akron, BSCE

LICENSES/AFFILIATIONS/ CERTIFICATIONS

Registered Professional
Engineer: OH, PA

Construction Engineer Level 1
& 2

AREAS OF EXPERTISE

Construction Administration
Field Engineering

Tom has a demonstrated ability to manage projects from roadway, utility, bridge, and infrastructure. His experience is well-rounded, having served as a project engineer, resident engineer, and project manager on over \$500 million worth of construction work. He excels at construction problem identification and resolution, claims analysis, change orders, correspondence, and project documentation.

Tom also understands the impact of a project on the residents, general public, contractor, and the contracting agency. He is adept at developing a good working relationship with all stakeholders in a project while working under fixed time and budget constraints.

- Pearl Road Widening, Phase I CUY-42-0.90, PID No. 80983 (LPA) - Strongsville, OH
- Pearl Road Widening, Phase II CUY-42-0.00, PID No. 88667 (LPA) - Strongsville, OH
- W. Bridge Street Bridge Replacement - Berea, OH
- LAK-Pelton/Erie Bridge (LPA) - Lake County, OH
- East Market Street Bridge - Trumbull County, OH

RESUMES OF KEY MEMBERS



440.530.2206



bmeluch@ctconsultants.com

BRIAN MELUCH, PE | PROJECT MANAGER (CE - 1 & 2)

YEARS OF EXPERIENCE

20

EDUCATION

Cleveland State University, BSCE & MSCE

LICENSES/AFFILIATIONS/ CERTIFICATIONS

Registered Professional Engineer: OH

Construction Engineer Level 1 & 2

Brian has the demonstrated ability to manage all manner of infrastructure improvements. His experience includes work on ODOT and IDOT grade separations, lane widening, road realignments, and bridge work. In addition, his experience includes local municipal infrastructure work, including treatment works, storm and sanitary sewers, water lines, paving, and appurtenances, inclusive of LPA projects.

- CUY-42-0.90 Pearl Road Widening (LPA) - Strongsville, OH
- OTIC I-80 Repairs & Resurfacing Interchange



330.247.3725



cbrubaker@ctconsultants.com

CHRISTOPHER BRUBAKER | PROJECT ENGINEER (CE - 1)

YEARS OF EXPERIENCE

25

EDUCATION

University of Akron, BSCE & AA ME

LICENSES/AFFILIATIONS/ CERTIFICATIONS

ACI Concrete Testing Technician - Grade I
NICET Certified Engineering Technologist
Construction Manager
Project Inspector

Chris has extensive experience with the management of municipal LPA infrastructure projects and has handled projects both large and small throughout northeast Ohio. He is adept at all manner of work, including bridges, roadways, widenings, and reconstructions, as well as the installation of underground utilities (water, sanitary, and storm) with outside utility companies to facilitate the relocation of their facilities.

- W. Bridge Street - Berea, OH
- Butternut Ridge Road Crossing (LPA) - Lorain County, OH
- Pearl Road Widening, Phases I-II, CUY-42-0.90, PID No. 80983 (LPA) - Strongsville, OH

RESUMES OF KEY MEMBERS



440.951.9000



zrea@ctconsultants.com

ZANE REA | PROJECT STRUCTURE INSPECTOR

YEARS OF EXPERIENCE

15

EDUCATION

The Ohio State University
Agricultural Technical
Institute, AAS Environmental
Resource Management

LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Flexible Pavement, ODOT
Aggregate Level 1
Project Inspector
Project Structure Inspector

Zane is well experienced with bridge, highway, and general infrastructure work. His most recent assignments have included inspecting bridge reconfigurations and new bridge construction on a \$120 million 5-year improvement to I-271, followed by water line and utility work associated with industrial expansion and the new battery plant in the Village of Lordstown.

- CUY/SUM-271-00-14.87, District 12, PID 80418 - Cuyahoga & Summit Counties, OH
- CUY-422-13.93, PID No 84021 - Resurfacing of SR422 from Richmond Road to Solon Road
- Ultium Water Main Improvements - Lordstown, OH



513.792.8409



jkorros@ctconsultants.com

JAY KORROS, PE, PTOE | SENIOR TRAFFIC ENGINEER

YEARS OF EXPERIENCE

30

EDUCATION

University of Cincinnati, BSCE

LICENSES/AFFILIATIONS/ CERTIFICATIONS

Registered Professional
Engineer: KY, OH
Institute of Transportation
Engineers
International Municipal Signal
Association

Jay has many years of experience in the traffic engineering field. He is certified as a Professional Traffic Operations Engineer by the Transportation Professional Certification Board. His specialties include designing and implementing intelligent, real-time traffic control systems, transportation planning, and traffic engineering studies.

- Socialville-Fosters Road Widening, Roundabout & Bridge Replacement - Warren County, OH
- Liberty Interchange Traffic Signals - Liberty Township, OH
- SR 747/CSX Rail Grade Separation (HAM-747-3.829) Traffic Signals & MOT - Springdale, OH

RESUMES OF KEY MEMBERS



JANE DABROWSKI
CONSTRUCTION TECHNICIAN

YEARS OF EXPERIENCE

7

LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Soils & Aggregate
Inspector

ACI Concrete Field Testing
Technician – Grade I

Jane Dabrowski has seven years of testing and inspection experience in Northeast Ohio. As a senior construction inspector, Jane's areas of expertise include field and laboratory testing of asphalt, concrete, caissons, reinforcing steel, soils and foundations. Jane has experience in bridge, drainage, pavement, traffic control, signing, embankment foundations, subgrade, piles, retaining walls, and slopes.

- OTIC Portage/Trumbull County, Repairs and Resurfacing, Eastbound and Westbound Roadways, Milepost 205.20 to Milepost 218.50
- CUY-Crocker Road Widening - Westlake, OH
- Smith Road Resurfacing - Medina, OH

MATTHEW QUESENBERRY
COATINGS INSPECTOR



YEARS OF EXPERIENCE

12

LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Prequalified Coatings,
Project, Structures, and Traffic
Signal & Lighting Inspector

NACE Level 3 Certified
Coatings Inspector

NICET Level 3 Highway
Construction

Matthew serves as a field project manager providing oversight of construction personnel on various coating and construction projects in 11 out of ODOT's 12 districts. He also serves as a Construction Inspector and NACE Level 3 Certified Coatings Inspector on various State, County and City projects and is a prequalified coatings, project, structures and traffic signal and lighting inspector. His principal duties include QA inspections on heavy highway transportation projects with a specialty in lead abatement and the painting of steel structures. He is proficient in all ODOT's reporting systems, GoFormz, Mobile Inspector and SiteManager and provides training to company inspection staff.

- Montgomery County Engineer, Sellars Road (Main Street) Bridge Improvements, MOR-77-1.55 - Montgomery County, OH
- ODOT District 8 HAM US 50-22.30/22.38, PID 96696

RESUMES OF KEY MEMBERS/SIMILAR PROJECT EXPERIENCE

JOHNNY DUKES

COATINGS INSPECTOR



YEARS OF EXPERIENCE

12

LICENSES/AFFILIATIONS/ CERTIFICATIONS

ODOT Prequalified Coatings Inspector

NACE, CIP Level 3

SSPC, -C3 Competent Person/
De-leading of Industrial Structure

ODOT Work Type 26, Structural Steel

ODOT Work Type 57, Concrete Sealing

Johnny has over 12 years of experience as a NACE certified coatings inspector. He currently serves as an ODOT Prequalified Coatings Inspector and is NACE, CIP Level III Certified. His principle duties include inspections on bridge rehabilitation projects and the painting of steel structures. Project duties involve documentation into mobile inspector and site manager and observing the coatings process, including recording ambient conditions, checking surface preparation, checking entire system at hold points to ensure quality, as well as ensuring specifications and requirements are followed.

- ODOT District 3 BP ERI Paint, Project No. 21-0620, PID 105584
- ODOT District 3 HUR-20-10.97, Project No. 21-0588, PID 83451
- ODOT District 8 WAR-22/48-3.03/8.63, Project No 19-0628, PID 103849



W. BRIDGE STREET BRIDGE OVER VALLEY PARKWAY
& METROPARKS ALL PURPOSE TRAIL

BEREA, OH

CLIENT

City of Berea
Tony Armagno, PE
City Engineer
440.826.5814

SERVICES

Construction Administration and Inspection, Survey, Bridge Design, Bridge Inspection, Utility Relocation and Coordination

BUDGET

\$865,000

CT prepared construction contract documents and provided construction administration and inspection for the replacement of the West Bridge Street (CR 241) Bridge No. CUY WBRG 0002 Over Valley Parkway and Cleveland Metroparks All Purpose Trail.

The scope of work on the new structure included superstructure, approach slab, abutment replacement, and approach roadway work.

The new structure is a 57'-0" Single span composite prestressed concrete box beam superstructure on wall-type abutments with semi-integral details.

SIMILAR PROJECT EXPERIENCE



W. CENTER STREET BRIDGE REMOVAL (LPA)

BEREA, OH

CLIENT

City of Berea
Tony Armagno, PE
City Engineer
440.826.5814

SERVICES

Construction Administration and
Inspection, Survey, Design, Utility
Relocation and
Coordination

BUDGET

\$250,000

CT prepared the construction documents and provided construction administration and inspection services for the removal of Bridge No. CUY WCENT 0002 over Valley Parkway and the Cleveland Metroparks All Purpose trail.

The work included the removal of the bridge and relocation and reconfiguration of the 4" sanitary force main attached to the defunct bridge and site restoration.



PEARL ROAD WIDENING, PHASE I (LPA) CUY-42-0.90 (LPA)

STRONGSVILLE, OH

CLIENT

City of Strongsville
Kenneth Mikula, PE
City Engineer
440.580.3120

SERVICES

Resident Project
Representation, Construction
Administration, Construction
Inspection, Utility Coordination

BUDGET

\$9,000,000

CT provided construction administration and observation services for the widening and reconstruction of 1.5 miles of Pearl Road.

The project involved significant utility coordination, installation of a new storm sewer system, water line, and a new five-lane roadway. CT recommended a maintenance of traffic (MOT) plan that required the relocation of utility poles but did not interfere with the final roadway. The MOT was required to accommodate temporary pavement. The result was that a substantial delay claim was avoided, and the project schedule was maintained.

SIMILAR PROJECT EXPERIENCE



PEARL ROAD WIDENING, PHASE II
CUI-42-0.00, PID NO. 88667 (LPA)

STRONGSVILLE, OH



CLIENT

City of Strongsville
Kenneth Mikula, PE
City Engineer
440.580.3120

SERVICES

Resident Project
Representation, Construction
Administration, Construction
Inspection, Utility Coordination

BUDGET

\$7,050,000

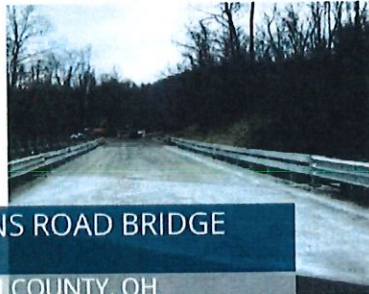
CT provided construction administration and observation services for the \$7.05 million LPA Phase 2 widening and reconstruction of 1.01 miles of Pearl Road. These services included coordination between the contractor, the City of Strongsville, and ODOT and conducting the pre-bid and pre-construction.

The project widened Pearl Road from three asphalt lanes to five concrete lanes.



JEF CR 1-5.68 GLEN ROBBINS ROAD BRIDGE
REPLACEMENT

WARREN TOWNSHIP, JEFFERSON COUNTY, OH



CLIENT

Jefferson County Engineer
James Branagan, PE, PS
County Engineer
740.283.8574

SERVICES

Construction Administration &
Inspection

BUDGET

\$718,141

Construction administration and inspection services were provided for the replacement of the Glen Robbins Road bridge. CT was responsible for reviewing daily reports, ensuring conformance to ODOT materials, reviewing pay estimates, and generating change orders.

The existing bridge, which had been closed to traffic for safety concerns, was removed, along with the existing abutments. The new bridge is a 95' long single-span steel rolled beam bridge with a composite deck constructed on semi-integral abutments on drilled shafts. New approach slabs and drainage were provided, along with stream channel improvements within the right-of-way.

CAPACITY OF STAFF & WORKLOAD

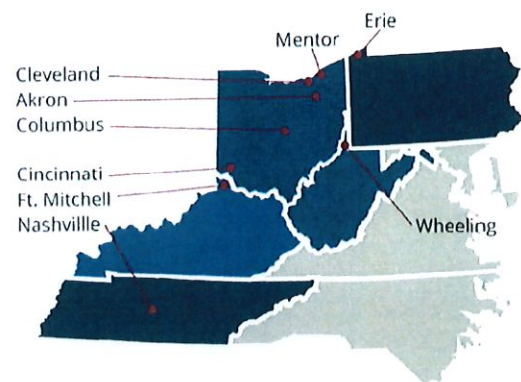
Discipline	Total	Registered
Administrative	32	-
Architects	13	12
CAD Designers	14	-
Cartographer	7	-
Civil Engineers/Stormwater	51	28
Construction Claims Analyst	1	-
Construction Field Representatives	21	2
Construction Project Managers	8	5
Environmental Scientists	4	1
Land Surveyors	19	10
Landscape Architects	4	3
MEP Engineers	2	1
Photogrammetrist	4	1
Planners and Grant Writers	14	6
Structural/Bridge Engineers	5	5
Transportation Engineers	16	12
Water/Wastewater Engineers	36	23
Water/Wastewater Operators	1	-
Total Technical Staff:	252	109

CT is a multi-disciplined engineering and architectural firm founded in 1922.

We maintain a large permanent staff to meet the schedules and needs of our clients. We develop work plans that address our client's expectations and plot a course of action necessary to exceed those expectations.

By assigning our experienced staff to your project, CT will provide the City of Strongsville with the necessary expertise to respond to project priorities and schedule requirements.

Our project manager will also assign additional in-house resources to meet any unforeseen specialized needs which may arise.



PROJECT APPROACH

INTRODUCTION

CT and our sub-consultants, True Inspection, and INTERTEK/PSI, are a team with the specialized skills necessary to take on this bridge project and bring it to a successful conclusion. Each of our team members carries the required certifications and experience for the work. They are backed by another 200+ engineers, architects, environmental specialists, and administrators, such that the needs of the project regardless of nature, can be fully addressed in house.

TECHNICAL APPROACH

By acting as a seamless extension of your staff the team is prepared to undertake the primary tasks of contract administration and inspection.

The work will be administered by Mr. Christopher Brubaker (CE-1) who will handle all day to day project items including interface with project stakeholders, conducting meetings, materials review and management, RFI's, change orders, pay estimates, project correspondence, site visits, and related matters. His efforts will be overseen and supplemented and QA'd by Mr. Brian Meluch, PE (CE-2) including sub-consultant coordination and invoicing. Daily site inspection will be performed by Zane Rea PI/PS.

Timely, coordinated, concise, communication through the chain of command is essential for project success. The project team will keep all appropriate stakeholders advised and up to date on project matters of their concern in a professional and positive manner.

PROJECT UNDERSTANDING

The project is located in the Cleveland Metroparks Mill Stream Run Reservation where the Whitney Road Bridge crosses over the East Branch of the Rocky River. The bridge is parallel to, and approximately 100 feet north of, the Ohio Turnpike. The existing single span bridge consists of steel beam support with a wood covering. The bridge is to be removed and replaced with a similar structure and aesthetic covering. The existing abutments are to be repaired and reused for support of the structure. Two traffic signals are also planned for replacement. The signals allow for coordinated traffic flow across the single lane structure.



During construction, the bridge will be closed to through traffic and a detour will be used as prescribed in the plan MOT. It is anticipated that given the current scarcity of certain materials, it may be necessary to adjust schedules, substitute materials, and take other measures to see that the work is done properly and finished in the shortest time possible. We are ready to undertake this challenge as well as those that typically exist with projects of this nature and to work with the contractor, the City, and the engineer of record to achieve results.

QUALIFICATIONS

Our staff possesses years of experience with LPA and infrastructure work as detailed in their resumes, and they have the required ODOT certifications, as well as the CUF training. We are accustomed to and adept with the needed materials management tracking and have successfully passed every periodic ODOT audit done as part of their oversight activities.

KNOWLEDGE OF ODOT AND STRONGSVILLE STANDARDS

In the last three years, our staff has completed five LPA projects in ODOT District 12. In the last seven years, we have completed three LPA projects for the City of Strongsville. We understand the process and procedures of the ODOT LPA oversight staff, as well as their requirements, and are prepared to address them as appropriate. Having been privileged to serve Strongsville on past projects, we are familiar with City staff, lines of communication, expectations, specifications, and related matters.

INNOVATIVE IDEAS

Our staff utilizes electronic assets both in PC and tablet form to record, transmit and otherwise make available project information and documentation on an immediate and/or as-needed basis. Additionally, we can provide GIS location services via the project observer to obtain locations of existing utilities and services as well as as-built information on a daily basis that can subsequently be uploaded to our client's systems.

PLAN FOR PROJECT SUCCESS

The approach taken by our project staff to accomplish project tasks and to lay the foundation for project success involves the implementation of four key elements:

- Communication
- Cooperation
- Coordination
- Command and Control

Communication is essential to keep all project stakeholders informed and involved and to be effective; it will be timely and concise. Effective communication facilitates better project understanding, results in decreased claims, reduces public complaints, and greatly contributes to a smooth-running project. CT excels in keeping lines of communication open through the use of direct personal contact, mailed, telephonic, electronic, and mass communications methods as appropriate.

Cooperation between all project stakeholders is necessary in order for the work to move forward with the least possible impact. Often the needs of each of the parties are disparate, which can lead to an adversarial and uncooperative atmosphere. The CT project team will make every effort to assess and balance the needs of each of the parties in a fair and equitable manner in order to foster and maintain an ongoing positive atmosphere of cooperation. Satisfied stakeholders are the makings of a successful project.

Coordination of the work will be done to ensure the project and related activities occur in a manner consistent with the plans and specifications and as communicated. CT will ensure that proper notices, approvals, and certified materials are in place so that work operations can proceed in an orderly manner and without last-moment surprises. This mitigates delays, reduces impacts on the public, and lessens the potential for financial impacts on the project.

Project Command and Control is the mainstay of all the key elements. As your project manager, CT will work with the City and key project stakeholders to confirm the chain of command and protocol. This will then be utilized to ensure an efficient and accurate transfer of information between the parties preventing delays, misunderstandings, and the costs that can arise therefrom.

Utilizing the key elements above, the CT team will professionally, capably, and reliably work in the best interests of the City to make the project a success for all.

COST CONTAINMENT

Implementation of the plan noted above provides for efficiency in project administration and provides the opportunity for the contractor to proceed with their operations in a similar manner. Such works directly towards keeping the project on track and on budget for both the physical work and CT's services.

SUMMARY

The CT team is qualified, experienced, and ready to deliver administration and inspection services that will lead the way toward a successful project.



CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Construction Management Services for
CUY WHITNEY ROAD BRIDGE
(PID No. 111574)

September 26, 2022

Submission Due

October 24, 2022

CITY OF STRONGSVILLE

LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES WHITNEY ROAD BRIDGE (PID NO. 111574)

The City of Strongsville will receive sealed qualifications and letters of interest for construction management and related services including construction contract administration and construction inspection services from qualified firms, in connection with the City's proposed WHITNEY ROAD BRIDGE Project. The proposed Project will consist of removing, rehabilitating, and reinstalling wooden covered bridge, removing and replacing bridge deck, removing and replacing structural steel.

This improvement is being constructed as an LPA Federal Local Let Project by the City of Strongsville. Accordingly, all services should be performed in accordance with all applicable federal and state laws and regulations with oversight by ODOT.

The project will be constructed during the 2023 calendar year. It is anticipated that the selected consultant will be authorized to proceed by on or about November 2022. Minimum qualifications for the project will include:

1. Competence to perform the required management services as indicated by the technical training, education, and experience of the construction manager's personnel;
2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required management services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work, and meeting of deadlines; and
4. Financial responsibility as evidenced by the capability to provide a letter of credit, a surety bond, certified check, or cashier's check in an amount equal to the value of the construction management contract, or by other means acceptable to the public owner in accordance with Ohio Revised Code Section 9.33/9.333..

Two copies of letters of interest and qualifications for construction management services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., October 24, 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 City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

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

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

Advertisements in Plain Dealer:

September 30, 2022

October 7, 2022

October 14, 2022

09-26-22 Posting Date
CUY-Whitney Road
PID No. 111574
City of Strongsville
Response Due Date: 10-24-22

Communications Restrictions

Please note the following policy concerning communication between Consultants and the City of Strongsville during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selection, communication with consultants (or their agents) shall be limited as follows:

Communications which are strictly prohibited:

Any discussions or marketing activities related to this specific project.

Allowable communications include:

Technical or scope of services questions specific to the project or RFP requirements.

Project Description

The services include Construction Inspection and Construction Administration services for the removal and replacement of the WHITNEY ROAD COVERED BRIDGE in the City of Strongsville, Cuyahoga County with a project length of approximately 280 feet.

Estimated Construction Cost: \$1,890,000.00

Prequalification Requirements

Prequalification requirements for this agreement are listed below. For all prequalification categories other than FINANCIAL MANAGEMENT SYSTEM EVALUATION the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified construction inspection activities. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in FINANCIAL MANAGEMENT SYSTEM EVALUATION, the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and

Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23 U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

CONSTRUCTION INSPECTION AND ADMINISTRATION:

Project Inspector;
Project Structure Inspector;
Coatings Inspector;
Traffic Signal & Lighting Inspector;
Construction Engineer Level 1;
Construction Engineer Level 2;
Construction Management Firm

FINANCIAL MANAGEMENT SYSTEM EVALUATION

Compliant with Federal Requirements (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

Selection Subfactors

There are no selection subfactors for this project.

Contract Type and Payment Method

Refer to the ODOT's Manual for Administration of Contracts for Professional Services, Volume 1: Consultant Contract Administration, Sections 4.3.A and 4.3.B for guidance concerning the appropriate contract type and payment method. Based on this guidance, contract type and payment method will be determined during the scope of services and negotiation process.

Estimated Date of Authorization

It is anticipated that the selected Consultant will be authorized to proceed by August 2022

Project Schedule

It is anticipated that the project will be constructed in the 2023 calendar year, subject to the environmental commitments listed in the plans.

Disadvantaged Business Enterprise (DBE) Participation Goal

N/A

Suspended or Debarred Firms

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

Terms and Conditions

The Department's *Specifications for Consulting Services 2016 Edition* will be included in all agreements selected under this request for letters of interest.

Compliance with Title VI of the Civil Rights Act of 1964

The City of Strongsville, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Selection Procedures

Based on the Letters of Interest, the City of Strongsville will invite a select number of firms for interviews at the City of Strongsville. The requirements for the Lol and the Programmatic Consultant Selection Rating Form that will be used to select the consultant for interview are shown below.

Firms interested in being considered for selection should respond by submitting two (2) copies of the Letter of Interest to the following address **by 4:30 PM on the response due date** listed above.

**Ken Mikula
City of Strongsville Engineer
16099 Foltz Parkway
Strongsville, Ohio 44149-5598**

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

Scope of Services

The Scope of Services document is included below.

Requirements for Letters of Interest, Programmatic Selection Process

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 or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

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

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

Consultant Selection Rating Form

Project: CUY WHITNEY ROAD BRIDGE
 PID: 111574
 Project Type: Construction Eng.
 District: 12

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10		
Strength/Experience of Assigned Staff including Subconsultants	25		
Firm's Current Workload/ Availability of Personnel	10		
Consultant's Past Performance	30		
Project Approach	25		
Total	100		

SELECTION PROCESS

Based on the Letters of Interest, the City will invite a selected number of firms to interview at the City of Strongsville. The consultants will be ranked based on the Letters of Interest and the interview and within the sole discretion of the City, considering such factors, but not by limitation, as the competence, current workload, past experience and performance, and financial responsibility of the various proposers as required under law. The top ranked consultant will develop and submit their construction management and inspection fees based on a detailed Scope of Services that will be developed in conjunction with the City of Strongsville and ODOT.

After determining the most qualified firm, the City will attempt to negotiate an acceptable maximum contract fee for the work based on the final Scope of Services. This fee and agreement will be placed before the City Council of the City of Strongsville for approval. If the firm and City are unable to reach an agreement, the City will then negotiate for these services with the second ranked firm. If unsuccessful with the second ranked firm, then the City will negotiate with the third ranked firm to reach an agreement.

The City reserves the right to reject any or all proposals, modify or postpone the proposed scope of services, or accept the proposal that, in the City's sole judgment, is in its best interest. The City also reserves the right to waive any minor defects or informalities in the proposal process.

AGREEMENT

The Ohio Department of Transportation will prepare the City of Strongsville Consultant Agreement which will be transmitted to the City of Strongsville through the District.

**CITY OF STRONGSVILLE
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	CUY-WHITNEY ROAD BRIDGE
PID	111574
Project Description	The proposed project will consist of removing the wood structure, removing existing bridge, and partially removing existing abutments. The project also includes constructing a new steel beam bridge and new aesthetic bridge covering.
Work Description	Construction Management Services including Construction Contract Administration and Construction Inspection Services.
Scope of Services Meeting Date	

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2017 or latest revision.

Consultant must also make itself familiar with the LPA Agreement between Strongsville and ODOT and meet the requirements of this document.

The Consultant shall also manage the LPA agreement process and all project coordination with ODOT, including the process for the receipt of state and federal funds, and for the review and distribution of those funds to sub-consultants in accordance with the appropriate agreements, including but not limited to Federal NOACA funds and LPA Construction Contract Administration Agreements.

The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope and intent of the contract documents. The CPE shall also assist the City in the bidding process, and contractor selection process, as set forth herein.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	
Structures Inspector	1	
Coatings Inspector	1	
Traffic Signals & Lighting Inspector	1	
Soils & Aggregate Inspector		
Construction Engineer Level 1	1	
Construction Engineer Level 2	1	
Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk		
Other		

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The services of the CPE shall consist of coordinating all aspects of the construction of the project for the City of Strongsville, in accordance with the plans and specifications and the LPA Federal Local Let Project Agreement. Further, the CPE complies with all directives issued by the ODOT Construction Monitor (CM) and the City of Strongsville Engineer. The City of Strongsville Engineer has authority over all decisions regarding design issues. The Construction Management Phase will commence with a written "Notice to Proceed" upon execution of the Contract and terminate upon issuance of the Final Certificates for Payment for the Project by the City. The physical construction phase will commence with a "Notice to Proceed" to the Contractor when directed by the City. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor, and shall advise and consult with the City regarding all aspects of the Project. The CPE will have the authority to act on behalf of the City consistent with the terms and conditions set forth in the Agreement. The ODOT CM and the CPE's contact is the City of Strongsville Engineer.

The table below includes the specific services required for this agreement.

		Responsibility		
PRIMARY TASK	ODOT Oversight	LPA	CONSULTANT	NOTES
POST AWARD				
Preconstruction Conference	X		X	
ACTIVE PROJECT ADMINISTRATION				

Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X		X	
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment			X	
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X		
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders			X	
Concurrence on significant Change Orders for Reimbursement	X	X		
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution			X	
Approval of Funding for Resolution	X		X	

Monitoring and Documentation of Claims Management Process	X		X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	
EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements			X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	
Commercially Useful Function Reviews			X	
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X		X	
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	
Resolution of Punch list Items			X	
Agreement of Final Quantities, Payment			X	
Final Payment to Contractor, Release of Responsibility			X	
Preparation of Project Closeout Documents			X	
Review and Approval of Finalization Documents	X		X	
Completion of LPA Contract Administration Evaluation	X		X	

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
Paint Inspection Kit in accordance with CMS 514.05.	1	
The type and number of vehicles, either cars or trucks, for use on-site.	1	

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

a. High school diploma or GED.

b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.

c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

A. The City of Strongsville shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Strongsville prior to being incurred.

B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime

shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Strongsville, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Strongsville may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Strongsville may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.41 of the *Specifications for Consulting Services, 2016 Edition*.

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Strongsville. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF STRONGSVILLE

- A. The City of Strongsville will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Strongsville will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the City of Strongsville will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following

prequalification categories and subject to the requirements listed below.

A. Project Inspector

1. The individual must meet all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.
2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full-time basis.

B. Construction Engineer Level 1

1. The individual must meet all Degree/Certifications requirements.
2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project with construction costs less than \$2,000,000.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 003

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 003
Page 2

WHEREAS, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

WHEREAS, based upon nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS, North Royalton has agreed to an Eighth Amendment providing for an increase in fees commencing January 1, 2023.

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 an *Eighth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio*, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2023, commencing January 1, 2023, at an adjusted rate of \$56,092.00 per month, for a total of \$673,104.00 for the year 2023, in accordance with the terms and conditions set forth in the proposed Eighth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2023 and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 003
Page 3

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

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-003 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

WHEREAS, now based upon nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

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

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

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January

1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. **For the period of operation from January 1, 2023 to December 31, 2023, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred**

**Seventy-Three Thousand One Hundred Four and 00/100
Dollars (\$673,104.00) for such year of operation."**

* * *

2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

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

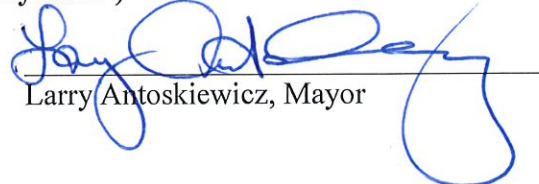
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:



**CITY OF NORTH ROYALTON
("Royalton")**

By:


Larry Antoskiewicz, Mayor

**CITY OF STRONGSVILLE
("Strongsville")**

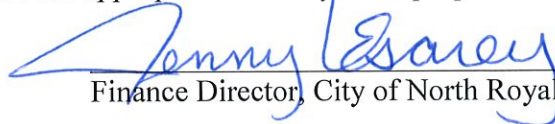
By:

Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

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

December 21, 2022
Date


Finance Director, City of North Royalton

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 20th day of December, 2022.


Thomas A. Kelly, Law Director

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

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 004

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND OLMSTED TOWNSHIP, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019., Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, thereafter, on November 16, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, on November 1, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two and one-half years of operations and consistent with the Agreement, and as authorized by Strongsville City Council Ordinance No. 2021-145; and

WHEREAS, now based upon three and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, Olmsted Township has agreed to such a Third Amendment providing for an increase in fees commencing January 1, 2023.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 004
Page 2

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a *Third Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and Olmsted Township, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2023, commencing January 1, 2023, at an adjusted rate of \$24,733.00.00 per month, for a total of \$296,796.00.00 for the year 2023, in accordance with the terms and conditions set forth in the Third Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2023 and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Third Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Yea

Nay

Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-004 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

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

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 14th day of December, 2022, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and **OLMSTED TOWNSHIP**, Ohio, hereinafter designated as "Olmsted Township".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019, Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, on November 16, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, on November 1, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two and one-half years of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-145; and

WHEREAS, now based upon three and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

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

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

* * *

“F. Payment for Dispatch Services: Olmsted Township, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty Thousand Two Hundred Fifty and 00/100 Dollars (\$20,250.00) per month by the first (1st) of each month for Dispatch Services provided in that month for the first eighteen (18) months of operation. For the period of operation from January 1, 2021 through December 31, 2021, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-One Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$21,465.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Seven Thousand Five Hundred-Eighty and 00/100 Dollars (\$257,580.00). For the period of operation from January 1, 2022 through December 31, 2022, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$23,334.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Eighty Thousand Eight and 00/100 Dollars (\$280,008.00). For the period of operation from January 1, 2023 through December 31, 2023, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Four Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$24,733.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Ninety-Six Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$296,796.00).”

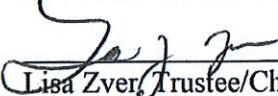
* * *

2. This Third Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 only as specifically set forth herein. All rights and obligations of Strongsville and Olmsted Township under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

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

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

OLMSTED TOWNSHIP
("OLMSTED TOWNSHIP")

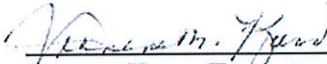


Lisa Zver, Trustee/Chairperson
Olmsted Township

CITY OF STRONGSVILLE
("STRONGSVILLE")

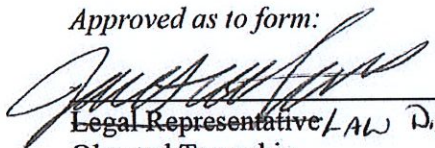
Mayor Thomas P. Perciak
City of Strongsville

Riley A. Alton, Trustee/Vice-Chairperson
Olmsted Township



Jeanene Kress, Trustee
Olmsted Township

Approved as to form:



Legal Representative / LAW Director
Olmsted Township

Approved as to form:

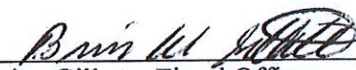
City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

CERTIFICATE OF FISCAL OFFICER

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

12/14/2022

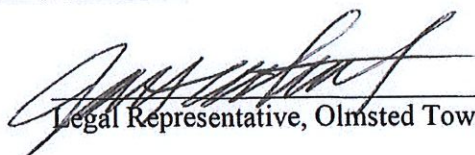
Date



Brian Gillette, Fiscal Officer
Olmsted Township

**CERTIFICATE OF LEGAL REPRESENTATIVE FOR
OLMSTED TOWNSHIP**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 14 day of DECEMBER, 2022.



Legal Representative, Olmsted Township

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

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 005

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2023, AND DECLARING AN EMERGENCY.

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

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

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

WHEREAS, University Hospitals of Cleveland is desirous of once again engaging the City of Strongsville to provide targeted enforcement activity for 2023 in connection with the aforesaid OVI Task Force grant, in furtherance of the City's participation in the "Click It or Ticket" program.

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

Section 1. That this Council hereby approves and authorizes the Mayor's entering into a Services Agreement with University Hospitals of Cleveland for 2023, a copy of which is attached hereto as Exhibit A; and further authorizes and directs the Mayor and other appropriate officers of the City to do all things necessary in furtherance thereof.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and authorize this agreement in order to participate in the Cuyahoga County OVI Task Force grant program and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 005
Page 2

thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-005 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

**CONTRACT
UNIVERSITY HOSPITALS OF CLEVELAND**

SERVICES AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of October 2022, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of Strongsville and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant OVI-2023-University Hospitals Clev-00011 from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

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

I. SERVICE RENDERED BY SUBGRANTEE

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

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

EX-A

g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

h.) Required Activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are: CIOT – May 22 - June 4, 2023. Alcohol mobilization -- August 18 - September 4, 2023. These dates are subject to change according to Federal requirements.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$17,500.00** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered supplanting, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins October 1, 2022. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for FFY2023. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability. For additional information regarding the termination of an approved FFY2023 agreement, refer to section VIII of this Agreement.

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

III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than September 30, 2023.

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

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

IV. SUBCONTRACTORS

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

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

V. MAINTENANCE OF RECORDS

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

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

VI. ASSURANCE REGARDING PARENT CONTRACT

The provisions of this agreement include all of the conditions and assurances of the parent agreement JVI-2023-University Hospitals Clev-00011 dated October 1, 2022 between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

VII. SANCTIONS FOR NON-COMPLIANCE

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

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

VIII. TERMINATION

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

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

XI. DISCLAIMER

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

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

X. ADDITIONAL TERMS

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

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

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

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

All reports shall include the following statement:

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

Studies and evaluations should also include the following disclaimer:

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

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

XI. SIGNATURES

Signature

Kumar Mukesh

Director, Grants Management & Strategic Initiatives

UHC Center for Clinical Research

Date: _____

Signature

Name: Thomas P. Perciak

Title: Mayor

Organization: City of Strongsville

Date: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 006

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PURCHASE OF A CAD SOFTWARE PROGRAM FROM MOTOROLA TO BE UTILIZED AT THE CITY OF STRONGSVILLE SOUTHWEST EMERGENCY DISPATCH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") is a political subdivision of the State of Ohio; and

WHEREAS, the City of Berea ("Berea"); the City of Brook Park ("Brook Park"); the City of Middleburg Heights ("Middleburg"); the City of North Royalton ("Royalton"); the City of Olmsted Falls ("the Falls"); Olmsted Township ("the Township") and the City of Strongsville ("Strongsville"), collectively "the Agencies," are also all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, CVD is purchasing and has available or will have available a CAD software program from Motorola; and

WHEREAS, the Agencies are all current members of the Southwest Emergency Dispatch Center hosted by Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, CVD is willing to enter into an Intergovernmental Agreement with Strongsville and the other Agencies to provide them with the Motorola CAD software for their use at the City of Strongsville Southwest Emergency Dispatch Center; and

WHEREAS, the City of Strongsville is desirous of entering into such Intergovernmental Agreement with the CVD.

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 an Intergovernmental Agreement with the Chagrin Valley Dispatch Council for the purchase and utilization of a CAD software program from Motorola for use at the City of Strongsville Southwest Emergency Dispatch Center. Said Agreement shall be in the form attached hereto as Exhibit "1" and incorporated herein.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 006
Page 2

Section 2. That the City of Strongsville's share of the combined costs for such purchase by the CVD for the CAD software program from Motorola shall be \$669,138.00, as reflected on the Exhibit "A" to the Intergovernmental Agreement attached hereto.

Section 3. That the City of Strongsville's portion of costs for the operation of the Intergovernmental Agreement herein have been appropriated and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to enter into such Agreement in order to replace, enhance and upgrade the existing CAD software system related to providing dispatch services, to ensure the usual daily operation and continuity of critical services of the public safety department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Yea

Nay

Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-006 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF STRONGSVILLE, OHIO**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, (hereinafter "Strongsville"), the **CITY OF BEREА, OHIO**, located at 11 Bereа Commons, Bereа, Ohio 44017, (hereinafter "Bereа"), the **CITY OF BROOK PARK, OHIO**, located at 6161 Engle Road, Brook Park, Ohio 44142, (hereinafter "Brook Park"), the **CITY OF MIDDLEBURG HEIGHTS, OHIO**, located at 15700 Bagley Road, Middleburg Heights, Ohio 44130, (hereinafter "Middleburg Heights"), the **CITY OF NORTH ROYALTON, OHIO**, located at 14600 State Road, North Royalton, Ohio 44133, (hereinafter "North Royalton"), the **CITY OF OLMSTED FALLS, OHIO**, located at 26100 Bagley Road, Olmsted Falls, Ohio 44138, (hereinafter "Olmsted Falls"), **OLMSTED TOWNSHIP, OHIO**, located at 26900 Cook Road, Olmsted Township, Ohio 4138, (hereinafter "Olmsted Township") all collectively hereinafter ("Agencies"), and **CHAGRIN VALLEY DISPATCH COUNCIL**, located at 4470 Oakes Road, Brecksville, OH 44141 (hereinafter "CVD") and all collectively hereinafter ("Parties") and individually hereinafter ("Party").

WITNESSETH:

WHEREAS, the CVD and the Agencies are all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, CVD is purchasing and has available or will have available a CAD software program from Motorola; and

WHEREAS, the Agencies are all current members of the Southwest Emergency Dispatch Center hosted by Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, CVD is willing to enter into an intergovernmental agreement with the Agencies to provide them with the Motorola CAD software for their use in the Southwest Emergency Dispatch Center;

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, CVD and the Agencies agree as follows:

1. The term of this Agreement shall be effective from the date of execution hereof to December 31, 2032. In any event, CVD and/or any of the Agencies, can cancel all or part of this Agreement at any time, without cause, upon six (6) months prior written notice. However, all amounts set forth in Exhibit "A" attached hereto due and payable by any of the Agencies, before the final termination date of any of the Agencies, shall be paid to CVD.

2. CVD shall furnish to the Agencies, Motorola CAD software that will include the ability to provide the following Motorola CAD software at the costs listed on Exhibit "A" attached hereto:
 - Premier One CAD with Mapping
 - Premier One Mobile (Windows)
 - Premier One Mobile (iOS or Android)
 - Premier One Records
3. The Agencies shall each individually timely pay CVD said amounts due and payable by January 10th of each year in return for receiving the licenses and maintenance for the Motorola CAD software set forth above and set forth on Exhibit "A" attached hereto.
4. Notwithstanding Section 1. above, in the event that any Agency fails to make any payment due hereunder or otherwise fails to comply with any term, condition or provision of this Agreement, CVD may, at its option, immediately cancel and terminate this Agreement as to that defaulting Agency and/or pursue any other remedy available at law or in equity.
5. All notices or other communications required or permitted under this Agreement shall be in writing and either delivered personally or mailed, by certified U.S. mail, return receipt requested, or sent by a nationally recognized overnight courier, delivery and postage charges prepaid, to the addresses listed below or to such other address as either Party may designate in writing:

If to Strongsville:

City of Strongsville 16099

Foltz Parkway

Strongsville, OH 44149

Attention: Mayor Thomas Perciak and Charles Goss, Director of Public Safety
(with a copy to the Law Director at the above address)

If to Berea:

City of Berea

11 Berea Commons

Berea, OH 44017

Attention: Mayor Cyril Kleem

(with a copy to the Law Director at the above address)

If to Brook Park:

City of Brook Park

6161 Engle Road

Brook Park, OH 44142

Attention: Mayor Edward Orcutt

(with a copy to the Law Director at the above address)

If to Middleburg Heights:

City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, OH 44130
Attention: Mayor Matthew Castelli
(with a copy to the Law Director at the above address)

If to North Royalton:

City of North Royalton
14600 State Road
North Royalton, OH 44133
Attention: Mayor Larry Antoskiewicz
(with a copy to the Law Director at the above address)

If to Olmsted Falls:

City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, OH 44138
Attention: Mayor James Patrick Graven
(with a copy to the Law Director at the above address)

If to Olmsted Township:

Olmsted Township 26900
Cook Road
Olmsted Township, OH 44138
Attention: Brian Gillette, Fiscal Officer
(with a copy to the Law Director at the above address)

If to the CVD:

Chagrin Valley Dispatch
4470 Oakes Road
Brecksville, OH 44141
Attention: Administrator Nick DiCicco
(with a copy to the Law Director at the above address)

6. This Agreement shall be subject to and governed by the laws of the State of Ohio.
7. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements of the Parties.

No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

8. The waiver of any Party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.
9. No Party hereto shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, but not limited to, strikes, inmate disturbances, acts of God, civil or military authority, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.
10. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
12. The undersigned representatives of each of the Parties hereby represent and warrant that he/she is the duly authorized officer or agent of such Party, that each Party has approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the Parties.

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

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Signed in the presence of:

CITY OF BERE A

By: _____
Cyril Kleem, Mayor

Signed in the presence of:

CITY OF BROOK PARK

By: _____
Edward Orcutt, Mayor

Signed in the presence of:

CITY OF MIDDLEBURG HEIGHTS

By: _____
Matthew J. Castelli, Mayor

Signed in the presence of:

CITY OF NORTH ROYALTON

By: _____
Larry Antoskiewicz, Mayor

Signed in the presence of:

CITY OF OLMSTED FALLS

By: _____
James Patrick Graven, Mayor

Signed in the presence of:

OLMSTED TOWNSHIP

By: _____
Brian Gillette, Fiscal Officer

Signed in the presence of:

**“CVD”
CHAGRIN VALLEY DISPATCH COUNCIL**

By: _____
Kirsten Holzheimer-Gail

Its: President

EXHIBIT "A"

Item	Seats	License	Maint	Y1	Y2-Y10 Maint	Annual Cost	Total Cost
Premier One CAD with Mapping							
Berea	2	\$ 18,125.00	\$ 5,206.00	\$ 36,250.00	\$ 10,412.00	\$ 12,995.80	\$ 129,958.00
Brook Park	2	\$ 18,125.00	\$ 5,206.00	\$ 36,250.00	\$ 10,412.00	\$ 12,995.80	\$ 129,958.00
Middleburg Heights	3	\$ 18,125.00	\$ 5,206.00	\$ 54,375.00	\$ 15,618.00	\$ 19,493.70	\$ 194,937.00
North Royalton	4	\$ 18,125.00	\$ 5,206.00	\$ 72,500.00	\$ 20,824.00	\$ 25,991.60	\$ 259,916.00
Olmsted Falls	1	\$ 18,125.00	\$ 5,206.00	\$ 18,125.00	\$ 5,206.00	\$ 6,497.90	\$ 64,979.00
Olmsted Twp	1	\$ 18,125.00	\$ 5,206.00	\$ 18,125.00	\$ 5,206.00	\$ 6,497.90	\$ 64,979.00
Strongsville	5	\$ 18,125.00	\$ 5,206.00	\$ 90,625.00	\$ 26,030.00	\$ 32,489.50	\$ 324,895.00
Total	18			\$ 326,250.00	\$ 93,708.00	\$ 116,962.20	\$ 1,169,622.00
Premier One Mobile (Windows)							
Berea	15	\$ 1,043.00	\$ 362.00	\$ 15,645.00	\$ 5,430.00	\$ 6,451.50	\$ 64,515.00
Brook Park	16	\$ 1,043.00	\$ 362.00	\$ 16,688.00	\$ 5,792.00	\$ 6,881.60	\$ 68,816.00
Middleburg Heights	18	\$ 1,043.00	\$ 362.00	\$ 18,774.00	\$ 6,516.00	\$ 7,741.80	\$ 77,418.00
North Royalton	15	\$ 1,043.00	\$ 362.00	\$ 15,645.00	\$ 5,430.00	\$ 6,451.50	\$ 64,515.00
Olmsted Falls	7	\$ 1,043.00	\$ 362.00	\$ 7,301.00	\$ 2,534.00	\$ 3,010.70	\$ 30,107.00
Olmsted Twp	9	\$ 1,043.00	\$ 362.00	\$ 9,387.00	\$ 3,258.00	\$ 3,870.90	\$ 38,709.00
Strongsville	33	\$ 1,043.00	\$ 362.00	\$ 34,419.00	\$ 11,946.00	\$ 14,193.30	\$ 141,933.00
Total	113			\$ 117,859.00	\$ 40,906.00	\$ 48,601.30	\$ 486,013.00
Premier One Mobile (iOS or Android)							
Berea	5	\$ 458.00	\$ 140.00	\$ 2,290.00	\$ 700.00	\$ 859.00	\$ 8,590.00
Brook Park	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Middleburg Heights	12	\$ 458.00	\$ 140.00	\$ 5,496.00	\$ 1,680.00	\$ 2,061.60	\$ 20,616.00
North Royalton	14	\$ 458.00	\$ 140.00	\$ 6,412.00	\$ 1,960.00	\$ 2,405.20	\$ 24,052.00
Olmsted Falls	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Olmsted Twp	6	\$ 458.00	\$ 140.00	\$ 2,748.00	\$ 840.00	\$ 1,030.80	\$ 10,308.00
Strongsville	20	\$ 458.00	\$ 140.00	\$ 9,160.00	\$ 2,800.00	\$ 3,436.00	\$ 34,360.00
Total	69			\$ 31,602.00	\$ 9,660.00	\$ 11,854.20	\$ 118,542.00
Premier One Records							
Berea	14	\$ 938.00	\$ 269.00	\$ 13,132.00	\$ 3,766.00	\$ 4,702.60	\$ 47,026.00
Brook Park	16	\$ 938.00	\$ 269.00	\$ 15,008.00	\$ 4,304.00	\$ 5,374.40	\$ 53,744.00
Middleburg Heights	16	\$ 938.00	\$ 269.00	\$ 15,008.00	\$ 4,304.00	\$ 5,374.40	\$ 53,744.00
North Royalton	25	\$ 938.00	\$ 269.00	\$ 23,450.00	\$ 6,725.00	\$ 8,397.50	\$ 83,975.00
Olmsted Falls	11	\$ 938.00	\$ 269.00	\$ 10,318.00	\$ 2,959.00	\$ 3,694.90	\$ 36,949.00
Olmsted Twp	9	\$ 938.00	\$ 269.00	\$ 8,442.00	\$ 2,421.00	\$ 3,023.10	\$ 30,231.00
Strongsville	50	\$ 938.00	\$ 269.00	\$ 46,900.00	\$ 13,450.00	\$ 16,795.00	\$ 167,950.00
Total	141			\$ 132,258.00	\$ 37,929.00	\$ 47,361.90	\$ 473,619.00
Premier One Records Mobile							
Berea	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Brook Park	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Middleburg Heights	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
North Royalton	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Olmsted Falls	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Olmsted Twp	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Strongsville	0	\$ 862.50	\$ 229.38	\$ -	\$ -	\$ -	\$ -
Total	0			\$ -	\$ -	\$ -	\$ -
Combined Costs Per City							
Berea						\$ 25,008.90	\$ 250,089.00
Brook Park						\$ 26,282.60	\$ 262,826.00
Middleburg Heights						\$ 34,671.50	\$ 346,715.00
North Royalton						\$ 43,245.80	\$ 432,458.00
Olmsted Falls						\$ 14,234.30	\$ 142,343.00
Olmsted Twp						\$ 14,422.70	\$ 144,227.00
Strongsville						\$ 66,913.80	\$ 669,138.00
Total						\$ 224,779.60	\$ 2,247,796.00
Grand Total				\$ 607,969.00	\$ 182,203.00	\$ 224,779.60	\$ 2,247,796.00