

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 124

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE CHERRY STONE DRIVE DRAINAGE PROJECT TO ALLEVIATE FLOODING CONDITIONS IN THAT AREA, IN THE CITY OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, on May 30, 2015, the City experienced a major storm that produced severe rains which caused substantial flooding to roadways and residences in the Cherry Stone Lane and Admiralty Drive areas of the City; and

WHEREAS, the flooding from such intense storms was the most recent, which is occurring more frequently in this particular area of the City, and is likely to continue with the occurrence of future storms, and thereafter creates an imminent threat to public safety; and

WHEREAS, it accordingly is immediately necessary to contract with a readily available engineering firm which is familiar with the problem and is able to thoroughly understand the specific conditions in the area, and can provide professional engineering design services to develop and recommend alternatives for construction of public improvements to alleviate these severe and recurring flooding concerns, in order to protect the health, safety, welfare and property of the City and its residents; and

WHEREAS, the City has chosen a well-qualified firm for this emergency project requiring immediate action, pursuant to the Certification of Emergency attached hereto as Exhibit A, and executed by the Mayor upon recommendation of the City Engineer, and the proposed compensation is fair and reasonable, all in compliance with the exception to Request for Proposal (RFP) procedures under Ohio Revised Code Section 153.71(B), which the City has invoked;

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

Section 1. That for the aforesaid reasons, this Council finds and determines, as set out in Article V, § 5 of the Charter, that there is an immediate and present emergency in the operation of the Engineering Department of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, and under the applicable exception to RFP procedures in the Ohio Revised Code, with **STANTEC CONSULTING SERVICES, INC.**, a well-qualified and readily available City consultant, in order to contract for professional engineering services to design the

Cherry Stone Drive Drainage Project, and in order to protect the health, safety, welfare and property of the City and its residents.

Section 2. That further, this Council hereby approves and authorizes the Mayor to enter into a contract with **STANTEC CONSULTING SERVICES, INC.**, without public bidding, for fair and reasonable compensation in an amount not to exceed \$116,000.00 for engineering design services in accordance with the Proposal and Addendum constituting an Agreement in substantially the form attached hereto and incorporated as Exhibit B.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide professional engineering design services to plan for and initiate the Cherry Stone Drive Drainage Project in order to immediately alleviate emergency flooding concerns, to provide for safe flow of traffic within the City, to protect the health, safety, welfare and property of the City and its residents, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michelle Daymut
 President of Council

Approved: *Thomas B. Surier*
 Mayor

Date Passed: *July 6, 2015*
 Yea Nay

Date Approved: *July 7, 2015*

Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: *Aimee Prentice*
 Clerk of Council

ORD. No. *2015-124* Amended: _____
 1st Rdg. *07-06-15* Ref: _____
 2nd Rdg. *Suspended* Ref: _____
 3rd Rdg. *Suspended* Ref: _____
 Pub Hrg. _____ Ref: _____
 Adopted: *07-06-15* Defeated: _____

City of Strongsville

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Strongsville, Ohio 44149-5598
Phone: 440-580-3150
Mayor's Office Fax: 440-572-3241
www.strongsville.org

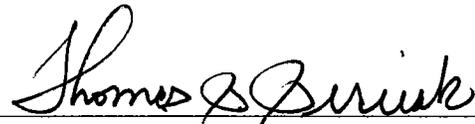


Thomas P. Perciak
Mayor

CERTIFICATION OF EMERGENCY [Pursuant to §153.71(B) Ohio Revised Code]

Based upon the attached Memorandum from the City's Engineer, and my own knowledge of recent flooding conditions in the affected Cherry Stone and Admiralty area of the City, I, as head of the public authority, hereby certify that the required remedial projects constitute an emergency requiring immediate action within the intent and purview of the exception to RFP procedures under Section 153.71(B) of the Ohio Revised Code.

Accordingly, the City will proceed to immediately select an engineering design firm to commence work on the required projects without undertaking the normal RFP process, but subject to approval of the City Council.



Mayor Thomas P. Perciak

Date: June 24, 2015

Approved as to legal form:



Kenneth A. Kraus, Law Director

cc: Michael J. Daymut, President of Council
Kenneth P. Mikula, City Engineer
Joseph K. Dubovec, Director of Finance
Kenneth A. Kraus, Law Director

RECEIVED

JUN 24 2015

CITY OF STRENSVILLE

Memorandum

To: Ken Kraus, Law Director

CC: Mayor Perciak
Joe Dubovec, Finance Director
Joe Walker, P.E., Service Director
Lori Daley, P.E. Assistant City Engineer

From: Ken Mikula, P.E., City Engineer 

Date: 6/24/2015

Re: Cherry Stone/Admiralty Flooding Emergency Remediation

On May 30, 2015 severe rains caused the roadways at Cherrystone Lane and Admiralty Drive to be inundated with water to the point where they were unpassable to vehicles and closed to the public. This situation severely impacted the safety and convenience of the public, as Admiralty Drive is a major connector street.

Also on the same date, the City was notified by homeowners at 19161 Cherrystone Lane (Prokop) and 19197 Cherrystone Lane (Toth) that their basements were flooding, were sustaining damages, and were concerned for the safety of their families.

The May 30, 2015 storm was the most recent of many storms which appear to be occurring more frequently in this particular area of the City, with increasing intensity, and are likely to continue. They create an imminent threat of obstruction of roads and traffic flow, damage to private property, and possible injury to residents and the traveling public.

After reviewing qualifications and price, the City previously contracted with Stantec Consulting to perform a drainage study to thoroughly understand the existing hydrologic and hydraulic conditions in the area and to develop and recommend alternatives to alleviate these severe and recurring flooding concerns. The report was finalized June 4, 2015, and the City has subsequently met with Stantec to evaluate and select the most appropriate alternate.

Stantec's recommended alternate includes:

- Replacing the culvert under Cherrystone Lane with a substantially larger culvert capable of passing flows from storms larger than those normally required by code to reduce the likelihood of storm water overtopping and flooding homes on Cherrystone Lane.
- Retrofitting the existing detention basin south of Admiralty Drive to increase its capacity to reduce the likelihood of storm water overtopping Admiralty Drive.

Stantec has preliminarily estimated of construction cost of this work to be at \$1,000,000.00.

The Engineering Department is also working with the Ohio Emergency Management Agency (OEMA) in preparing an application for federal funding through the Federal Emergency Management Agency (FEMA) for the flooding remediation project. A sub-application must be submitted to OEMA by July 24, 2015 and a final application to FEMA by August 28, 2015.

Stantec performed the drainage study and therefor has an intimate understanding of the conditions contributing to the flooding. Furthermore, Stantec is an established and qualified firm, and time is of the essence in meeting the deadlines set by FEMA. Therefore, in order to promptly address these current safety issues, the Engineering Department would like to obtain a price proposal from Stantec Consulting to perform the final engineering construction plans and documents of the selected alternate, without undertaking the lengthy RFP procedures required by the City Charter and set forth in state law.



Stantec Consulting Services Inc.
3700 Park East Drive Suite 200, Cleveland OH 44122-4339

June 26, 2015
File: 173409055

Attention: Ms. Lori Daley, PE
16099 Foltz Parkway
Strongsville, Ohio 44149

Dear Ms. Daley,

Reference: Cherry Stone Drive Drainage Project

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the City of Strongsville for the Cherry Stone Drive Drainage Project.

The City of Strongsville continues to experience periodic flooding of the residential neighborhood along Admiralty Drive, Windward Way, and Cherry Stone Lane. The Cherry Stone Drainage Study, previously completed by Stantec, indicated that flooding is primarily due to an undersized culvert and retention basin. In order to improve upon current flooding problems in this area, Stantec recommended Alternative 7, which involved replacing the existing culvert with a larger culvert, and converting the existing retention basin to a detention basin while also increasing its potential capacity. The City agreed with this recommendation, which had an estimated construction cost of \$1,167,900.

In order to accomplish the previously recommended design alternative, Stantec proposes the following scope of services:

Task 1: Review Existing Information

Review all pertinent reports, construction plans and other data that may have a bearing on the Project. This includes, but is not limited to: complaint records, plans, and GIS data made available by the City.

Fee: \$1,600



June 26, 2015
Ms. Lori Daley, PE
Page 2 of 5

Reference: Cherry Stone Drive Drainage Project

Task 2: Field Investigations

Perform such field investigations, site visits, and research necessary to prepare base information required for the construction plans and/or easements. This work will be performed under the direction of a Professional Surveyor in the State of Ohio. This includes, but is not limited to: site visits; courthouse research required to identify plats, deeds, and easements; and any staking of improvements for field evaluation and approval by the City.

Fee: \$4,700

Task 3: Construction Plan Surveying

Generate project base mapping and perform all field surveying necessary for the development of construction plans. This work will be performed under the direction of a Professional Surveyor in the State of Ohio. This includes verification of topography (trees 6" caliper and larger, all structure corners, large plants, etc.), location of existing right-of-way, easements, property lines, waterlines, storm sewers, sanitary sewers, and other utilities. Power and light pole owners shall be determined along with the names of the utilities being carried.

A hydrographic survey of Pearl East Lake will be necessary to determine ground elevations in areas that are currently submerged.

Adequate horizontal and vertical control points that can be used during the construction of the project will be established.

All survey data shall be based on State Plane Coordinates and the most current USGS datum.

Fee: \$21,100

Task 4: Easements

Should the need for permanent stormwater, temporary construction, or right-of-entry agreements become necessary, the Engineer will determine the physical boundary limits of any such areas. Under the direction of a Professional Surveyor in the State of Ohio, legal descriptions and exhibits for the required easement documents will be prepared. Exhibits will be prepared at an appropriate scale to indicate the location of the easement(s), adjacent properties, and property addresses. One (1) original and four (4) copies of the easement descriptions and exhibits will be delivered to the City for use by the City in undertaking the acquisition of the required easements.

Fee: \$1,000 per Easement



June 26, 2015
Ms. Lori Daley, PE
Page 3 of 5

Reference: Cherry Stone Drive Drainage Project

Task 5: Hydrologic & Hydraulic Analysis

Perform all hydrologic and hydraulic calculations necessary to evaluate, verify and design the stormwater system improvements. Prepare any and all maps, figures, exhibits, and calculations necessary for communication of the design.

Fee: \$16,400

Task 6: Draft Construction Plans

Prepare engineering drawings in AutoCAD format to show the detail and scope of work for the Project in accordance with the current edition of the Ohio Department of Transportation's Construction & Material Specifications and City of Strongsville standards. Plan format shall be 24"x36" sheets at 1"=30' horizontal scale and 1"=5' vertical scale (or other scale as directed by the City). Drawing sheets shall include, but not be limited to, Title Sheet, General Notes Sheet, Plan and Profile Sheet(s), Maintenance of Traffic Sheet, and Erosion Control Sheet.

Two (2) sets of draft (50% complete) construction plans will be submitted to the City and each private utility company for review. 50% plans will include complete base mapping and proposed plan and profile and an itemized construction cost estimate. The Engineer will participate in one (1) draft construction plan review meeting with the City to discuss the City's plan review comments.

Upon satisfactory resolution of all review comments and completion of the design, two (2) sets of draft final (90%) construction plans will be submitted to the City and each private utility company for review. Engineer will participate in one (1) draft final construction plan review meeting with the City to discuss the City's plan review comments.

Fee: \$31,100

Task 7: Permitting

Where required, and in consultation with the City, Engineer shall submit the required number of sets of Project Drawings and completed applications to State and Federal Agencies to secure the necessary permits for the Project. It is assumed that it will be necessary to obtain a Nationwide Permit 3 (Section 404 U.S. Army Corps of Engineers), which will also cover the permitting requirements for the Ohio EPA Section 401 Water Quality Certification.

This work includes a field investigation to identify the presence of potential waters of the United States and/or isolated wetlands, coordination with other agencies (e.g. U.S. Fish and Wildlife, Ohio Historic Preservation Office, ODNR Scenic Rivers, ODNR Division of Wildlife, etc.), completion of the Nationwide Permit Pre-construction Notification (PCN), and submitting permit documents, including Draft Construction Plans, to the U.S. Army Corps of Engineers.



June 26, 2015
Ms. Lori Daley, PE
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Reference: Cherry Stone Drive Drainage Project

Fee: \$17,200

Task 8: Revised Construction Plans

Upon satisfactory resolution of all review comments, two (2) sets of final construction plans, the title sheet tracing and an itemized construction cost estimate will be submitted to the City for compliance review and signatures.

Fee: \$7,500

Task 9: Stormwater Pollution Prevention Plan & NOI

If the proposed construction activity results in the disturbance of more than one (1) acre of total land, the Engineer shall prepare a Stormwater Pollution Prevention Plan and a Notice and Intent (NOI) application form for City signature and submittal to the Ohio EPA. Applicable fees will be paid by the City. If the proposed improvements result in the disturbance of less than one (1) acre, the construction plans will contain all appropriate sediment and erosion controls in accordance with OEPA requirements.

Fee: \$1,800

Task 10: Bid Documents

The Engineer shall prepare Supplemental Specifications (as needed), Unit Price Bid Forms (in Excel format), and Standard Drawings and provide to the City. The City shall assemble all Bid Documents into a single bound book and print the construction plans and Bid Documents book for distribution by the City during the public bidding process.

Fee: \$5,800

Stantec agrees to complete the design work described above for a lump sum, not to exceed fee of **\$108,200**.

Task 11: Bidding/Construction Support

Engineer will answer any prospective bidder questions during the bid process and prepare and distribute any necessary addenda. The Engineer shall also provide engineering review of all shop drawing submittals. Responses to all submittals will be provided within 14 calendar days.

Fee: \$7,800

Stantec greatly appreciates the opportunity to submit this proposal for the Cherry Stone Drive Drainage Project. Stantec agrees to complete the work described herein for a lump sum, not to exceed fee of **\$116,000**. If you have any questions, please do not hesitate to contact me.



June 26, 2015
Ms. Lori Daley, PE
Page 5 of 5

Reference: Cherry Stone Drive Drainage Project

Regards,

STANTEC CONSULTING SERVICES INC.

Bruce Bassett | dgm

Bruce Bassett, PE
Principal
Phone: (614) 643-4346
Fax: (614) 486-4387
Bruce.Bassett@stantec.com

Dave McCallops
Senior Project Manager
Phone: (216) 454-2159
Fax: (216) 454-9995
Dave.McCallops@stantec.com

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APPROVED:

CITY OF STRONGSVILLE

Thomas P. Perciak, Mayor

Date: July 7, 2015

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

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

4. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, 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 reasonable attorney's 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 when such suits or actions are caused by negligent, willful misconduct and/or wanton acts, 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 negligent willful misconduct and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

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

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

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

7. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of

any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

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

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

If to Consultant:
Bruce E. Bassett, Jr., P.E.
Principal
Stantec Consulting Services Inc.
3700 Park East Drive, Suite 200
Beachwood, Ohio 44122

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

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

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

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

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

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

14. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and

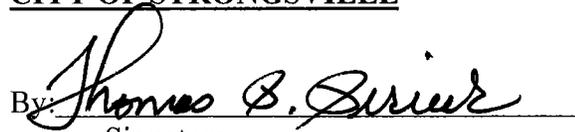
Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

15. TIME TO COMPLETE. Consultant will undertake and complete whatever work is necessary to assist the City in complying with OEMA and/or FEMA grant application requirements and in this regard time is of the essence.

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

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
STANTEC CONSULTING SERVICES INC.

By: 
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Bruce E. Bassett, Jr., P.E., Principal
Typed Name/Title

July 7, 2015
Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

July 7, 2015
Date


Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 7th day of July, 2015.


Kenneth A. Kraus, Law Director