

September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 <i>LABOR DAY</i>	6 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS UTILITIES AND R&O 6:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13	14	15	16	17
18	19	20 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	21	22 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	23	24
25	26	27 RECREATION BOARD 6:00	28	29	30	

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
SEPTEMBER 6, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: July 19, 2022
 - b. Authorize the rejection of the bids submitted for Drake Road sanitary sewers due to the cost to construct. The County Board of Health and City of North Royalton have determined sanitary sewers are not accessible for these residents.
 - c. Authorize the Mayor and City Engineer to advertise for bids for the Valley Lane Basin Force Main project.
 - d. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

FIRST READING CONSIDERATION

- * 1. **22-126** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF PAUL MCCONAHY.
- * 2. **22-127** - A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF ALLEN GERA AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- * 3. **22-128** - A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF CONNOR DONAHUE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

- * 4. **22-129** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF VALERIY LYASHKO AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- * 5. **22-130** - A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY.
- 6. **22-131** - AN ORDINANCE AMENDING ORDINANCE 22-33 AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.
- 7. **22-132** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION PROJECT, AND DECLARING AN EMERGENCY.
- 8. **22-133** - AN ORDINANCE ACCEPTING OPIOID SETTLEMENT FUNDS AND DIRECTING PLACEMENT OF SUCH FUNDS IN A SEPARATE FUND, AND DECLARING AN EMERGENCY.
- 9. **22-134** - AN ORDINANCE ESTABLISHING A ONEOHIO OPIOID SETTLEMENT FUND, AND DECLARING AN EMERGENCY.
- 10. **22-135** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 GMC SIERRA K35 CREW WITH DUMP BODY FOR THE NORTH ROYALTON RECREATION DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$43,947.20, VENDOR TOTH BUICK GMC, REPEALING ORDINANCE 21-14, AND DECLARING AN EMERGENCY.
- 11. **22-136** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD F550 DUMP TRUCK FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$91,701.00, VENDOR VALLEY FORD TRUCK, INC., REPEALING ORDINANCE 22-58, AND DECLARING AN EMERGENCY.
- 12. **22-137** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FMC ARCHITECTS LLC, TO PROVIDE PERSONAL AND PROFESSIONAL SERVICES AS ARCHITECT OF RECORD FOR THE DEVELOPMENT OF PLANS AND COST ESTIMATES FOR THE SENIOR CENTER PROJECT FOR A COST NOT TO EXCEED \$50,000, AND DECLARING AN EMERGENCY.
- 13. **22-138** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCE OF THE CITY OF NORTH ROYALTON PART 2 ADMINISTRATION CODE CHAPTER 252 DIVISION OF MUNICIPAL PARKS, PROPERTIES, CEMETERIES AND RECREATION, SECTION 252.01, AMENDING ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON SECTION 9 RECREATION DEPARTMENT, AND AMENDING ORDINANCE 03-139 ESTABLISHING THE SALARY RANGES OF VARIOUS DEPARTMENT HEADS OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
- 14. **22-139** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 2 ADMINISTRATION CODE, CHAPTER 232 DEPARTMENT OF FINANCE, AMENDING ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON SECTION 4 FINANCE DEPARTMENT, AND AMENDING ORDINANCE 21-182 ESTABLISHING RATES OF COMPENSATION FOR NON UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
- 15. **22-140** - AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT TO CONSTRUCT SIDEWALK/PATHWAY ON THE WEST SIDE OF BENNETT ROAD (CR-109) CONNECTING EXISTING PATHS FROM VALLEY PARKWAY TO SOUTH AKINS ROAD IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
- 13. Miscellaneous.
- 14. Adjournment.

RESOLUTION NO. 22-126 INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Carbone-McDonald, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF PAUL MCCONAHY

WHEREAS: Paul McConahy was hired as a part time laborer for the North Royalton Cemetery on June 12, 1990; and

WHEREAS: Mr. McConahy was promoted to Laborer I on April 1, 1991, then transferring to the Streets Division in March 1999; and

WHEREAS: Mr. McConahy was promoted to Laborer II on December 3, 2000 and served in this capacity until his retirement on July 18, 2022; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. McConahy for his community service.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Paul McConahy.

Section 2. Council further recognizes the professionalism and dedication that Mr. McConahy has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. McConahy in recognition of his many years of service to the community.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-127

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF
ALLEN GERA AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE
DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed Allen J. Gera as a Police Officer in the City of North Royalton Police Department; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Allen J. Gera as a Police Officer in the City of North Royalton Police Department, effective August 1, 2022.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-128

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF
CONNOR DONAHUE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON
POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed Connor E. Donahue as a Police Officer in the City of North Royalton Police Department; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Connor E. Donahue as a Police Officer in the City of North Royalton Police Department, effective August 28, 2022.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-129

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF
VALERIY LYASHKO AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON
POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed Valeriy E. Lyashko as a Police Officer in the City of North Royalton Police Department; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Valeriy E. Lyashko as a Police Officer in the City of North Royalton Police Department, effective August 29, 2022.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-130

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

(See pdf version)

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of North Royalton, Cuyahoga
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
2022, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,

2023; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of North Royalton,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			1.50	0.00
General Bond Retirement Fund			0.40	0.00
Police Pension			0.30	
Park Fund				0.00
Recreation Fund				
Paramedic Fund				1.70
Fire Pension Fund			0.30	
Police Levy Fund				2.25
Fire Levy Fund				1.75
TOTAL	\$0	\$0	2.50	5.70

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed years.	,20	
Current Expense Levy authorized by voters on for not to exceed years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.		
Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	
Fund: Levy authorized by voters on for not to exceed years.	,20	

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the Fiscal Officer of said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20____.

Attest:

President of Council

Clerk of Council

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

**RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER**

(City Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Fiscal Officer

By _____
Deputy

ORDINANCE NO. 22-131

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AMENDING ORDINANCE 22-33 AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS: Council adopted Ordinance 22-33 allowing for the city to enter into an agreement with the Northeast Ohio Regional Sewer District for the Pinestream Subdivision Storm Sewer Improvement project utilizing funds for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS: It is necessary to amend Ordinance 22-33 and the the original agreement in order to authorize additional funding for the Pinestream Subdivision Storm Sewer Improvement project in the additional sum of \$13,200.81 and to authorize the payment of such costs from the city’s Community Cost Share account; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Ordinance 22-33 is hereby amended by adding additional funding for the for the Pinestream Subdivision Storm Sewer Improvement project in the sum of \$13,200.81 and to authorize the payment of such costs from the city’s Community Cost Share account.

Section 2. The Mayor is hereby authorized to enter into this amendment to the original agreement with the Northeast Ohio Regional Sewer District for the for the Pinestream Subdivision Storm Sewer Improvement project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 3. 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. 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 amend Ordinance 22-33 by amending the original agreement in order to authorize additional funding for the for the Pinestream Subdivision Storm Sewer Improvement project cost and to authorize the payment of such costs from the city’s Community Cost Share account.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**AMENDMENT TO
COMMUNITY COST-SHARE AGREEMENT
(DISTRICT AGREEMENT NO. 22001849)
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Amendment to Agreement (the “Amendment”) is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013, and the City of North Royalton (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022.

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, on or around March 3, 2022, the District and the City entered into a Community Cost-Share Agreement (the “Agreement”) for the City’s Pinestream Subdivision Storm Sewer Improvement project (the “Project”); and

WHEREAS, the original estimated amount of the Project was exceeded due to the need for additional quantities of concrete and seeding and mulching; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the funding by \$13,200.81.

NOW THEREFORE, in consideration of the foregoing, the payment, and the mutual promises contained in this Amendment, the parties agree as follows:

1. By execution of this Amendment, the District and City agree that the total Community Cost-Share funding allocated to the Project under the Agreement shall be increased by the amount not to exceed \$13,200.81 for an amended total funding amount of \$442,751.81 as further described in the Request for Budget Modification attached hereto as Exhibit “A.”

2. The provisions of this Amendment are hereby incorporated into the Agreement as fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in the Amendment or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms, and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and

this Amendment, the terms, conditions, and provisions of this Amendment shall control.

The parties have executed this Amendment on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Title: _____

The legal form and correctness of this instrument is hereby approved:

CITY OF NORTH ROYALTON

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Amendment may be executed and distributed for signatures via email and that the emailed signatures affixed by both parties to this Amendment shall have the same legal effect as if such signatures were in their originally written format.

MODIFICATION TO AGREEMENT NO. 22001849

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE AGREEMENT
AMENDMENT:

PINESTREAM SUBDIVISION STORM SEWER
IMPROVEMENT PROJECT

Total Additional Cost:	\$13,200.81
Total Revised Agreement Amount:	\$442,751.81

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

ORDINANCE NO. 22-132

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORSDD) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share Rocky River Stream Stabilization and Sewer Protection project (the “Project”) as a Community Cost-Share project proposed by the city; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

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

- Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Rocky River Stream Stabilization and Sewer Protection project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.
- Section 2. 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 3. 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 enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON, OHIO**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (the “District”) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton, Ohio (the “City”) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022 (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, on or about May 20, 2021, the District and the City entered into a Reimbursement Agreement for constructing a concrete encasement for the City’s sanitary sewer (the “Sanitary Sewer Encasement”) as part of the Rocky River Stream Stabilization and Sewer Protection project (the “Project”) whereby the District agreed to construct the Project and the City agreed to reimburse the District for the actual cost of the Sanitary Sewer Encasement an amount not-to-exceed \$139,400.00; and

WHEREAS, the District agrees that the City may use its Community Cost-Share Account to reimburse the District for the Sanitary Sewer Encasement

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City’s Obligations

1.1 The City agrees as follows:

- 1.1.1 The District completed the work for the Sanitary Sewer Encasement as detailed in the District-approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Meet with District staff when requested to review the Project status.
- 1.1.3 Maintain in perpetuity the City sanitary sewer and the Sanitary Sewer Encasement throughout the Project site. If the City fails to maintain the City sanitary sewer and the Sanitary Sewer Encasement in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Sanitary Sewer Encasement. Such amount shall be offset against the City’s Community Cost-Share Account.
- 1.1.4 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.

- 1.1.5 Permit the District to photograph the Project and to incorporate the Project into the District’s overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District’s Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Perform the Sanitary Sewer Encasement in accordance with Exhibit “C.”
 - 2.1.2. Allocate \$105,700.00 to the City for the Sanitary Sewer Encasement from the City’s Community Cost-Share Account.
 - 2.1.3. Retain funds from the City’s Community Cost-Share Account of up to \$105,700.00 for the Sanitary Sewer Encasement costs incurred by the District.
 - 2.1.4. Timely review and approval or disapproval of requests to modify the budget,

deadline, deliverables, or other components of the Project.

2.1.5. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	<i>City Engineer</i>

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	<i>Mayor</i>

3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising

out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

[signatures on the following page]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON, OHIO

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON, OHIO

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON, OHIO

FOR

COMMUNITY COST-SHARE PROJECT:
ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION PROJECT

Total Approximate Cost: \$105,700.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

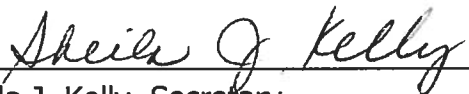
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



INTERNAL DOCUMENT ONLY

**COMMUNITY COST-SHARE PROGRAM
PROJECT INTAKE
STANDARD AGREEMENT - FUND TRANSFER TO DISTRICT**

Date Received: 08/09/2022



Regional System



Local System

Member Community: North Royalton

Project Name: Rocky River Stream Stabilization and Sewer Protection (1590)

Community Cost-Share Fund Request: \$ 105,700.00

Community Cost-Share Project Category: Other

Plan Review Submittal Required:



Yes*



No

*if yes, the WTL will work with community to ensure for submission

Brief Project Summary:

The City would like to use CCS funds for the sanitary sewer encasement portion of the District's 1590 project. The sanitary sewer runs within the stream's floodplain and was encased in concrete to protect both the sewer and the Rocky River from sanitary waste if the pipe were to break.

**Application w/copy of App. Intake form to Legal,
copy WTL & WFA**

Initial

Date

**Entered into Oracle - Requisition
Agreement copy sent to Finance & WTL**

Initial

Date

**P.O. # Received, completed Application Intake
form sent to WFA**

Initial

Date



Community Cost-Share Program APPLICATION

Member Community Information

Community: _____

Primary Project Contact: _____
(Name & Title)

Mailing Address: _____

Phone Number: _____

Email: _____

Project Information

Project Title: _____

Address or Location of Project: _____

Project Start Date: _____

Project End Date: _____

Community Cost-Share Fund Request: _____

Submission Date: _____



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).



*Community Cost-Share Program
Application*

3) **Visibility and Public Outreach:** (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?



*Community Cost-Share Program
Application*

4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.



*Community Cost-Share Program
Application*

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
TOTAL	\$	

REIMBURSEMENT AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON
FOR
LOCAL SANITARY SEWER ENCASEMENT

UNDER THE DISTRICT'S ROCKY RIVER STREAM STABILIZATION AND SEWER
PROTECTION IN NORTH ROYALTON PROJECT

This Reimbursement Agreement ("Agreement") is entered into as of this 20th day of May, 2021 ("Effective Date") by and between the Northeast Ohio Regional Sewer District ("District") a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. 115-21, adopted by the Board of Trustees of the District on April 15, 2021 (attached hereto as Exhibit "A"), and the City of North Royalton ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. 21-76, passed by its City Council on April 21, 2021 (attached hereto as Exhibit "B").

RECITALS

1. The District is performing the Rocky River Stream Stabilization and Sewer Protection in North Royalton Project (the "District's Project") as a Water Resource Project under its Regional Stormwater Management Program.
2. The City of North Royalton owns the local sanitary sewer system within the District's Project area.
3. The District's Project will include stabilizing eroding streambanks and protecting an exposed local sanitary sewer (the "City's Sanitary Sewer") on an unnamed tributary to the East Branch of the Rocky River in the City of North Royalton.
4. Protection of the exposed portion of the City's Sanitary Sewer will include constructing a concrete encasement (the "Sanitary Sewer Encasement") and the installation of riffle structures in the stream to allow sediment to accumulate over the encased sewer to provide further protection.
5. The District has agreed to perform the Sanitary Sewer Encasement under the District's Project and to receive reimbursement from the City for such performance, in accordance with the terms and conditions contained in this Agreement.

6. The District is authorized to perform the Sanitary Sewer Encasement, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties agree as follows:

Section 1. District Performance of Sanitary Sewer Encasement. In consideration of the coordination of efforts between the City and the District, the District shall perform the construction work necessary for the Sanitary Sewer Encasement of the City's Sanitary Sewer, as depicted in Exhibit "C," under the District's Project.

Section 2. City Reimbursement of District Costs. The City agrees to reimburse the District based upon the District's actual costs associated with all construction work performed for the Sanitary Sewer Encasement. The City has authorized an initial amount not-to-exceed One Hundred Thirty-Nine Thousand Four Hundred Dollars (\$139,400.00.00) (the "City Funds") for such services and work. The City shall reimburse the District after receipt of documentation to the City's reasonable satisfaction and submitted in a form sufficient to allow the City to review, inspect and approve the contractor's invoices and/or pay requests for materials, labor, and quantities installed that are included in the District's construction costs. In the event that the initial amount of City Funds authorized hereunder is insufficient to fully reimburse the District as required, the City shall seek additional City Council authority for the funding necessary to fully reimburse the District.

Section 3. Remedies. The parties agree that all claims, counter-claims, disputes and other matters in question between the District and City arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Section 4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Section 5. Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all parties hereto consent to venue and jurisdiction).

Section 6. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the City and District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Section 7. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Section 8. Exhibits. The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance

Exhibit "C" – Sanitary Sewer Encasement Depiction

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: Kyle Dreyfuss-Wells
Kyle Dreyfuss-Wells
Chief Executive Officer

and: Darnell Brown
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: Ray O'Shea
Title: MAYOR

The legal form and correctness
of this instrument is approved.

Thomas A. Kelly
Director of Law

By: Thomas A. Kelly
~~Donna M. Vozar~~
~~Assistant Director of Law~~

Date: 4/27/21

This Instrument Prepared By:

Katarina K. Waag
Katarina K. Waag
Assistant Director of Law
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 115-21

AUTHORIZATION TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH THE CITY OF NORTH ROYALTON WHEREBY THE DISTRICT INCLUDES CONCRETE ENCASEMENT OF A CITY SANITARY SEWER LINE WITHIN THE SCOPE OF THE DISTRICT'S ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION PROJECT IN NORTH ROYALTON AND PROVIDING FOR THE CITY'S REIMBURSEMENT TO THE DISTRICT FOR SUCH WORK IN AN INITIAL AMOUNT NOT-TO-EXCEED \$139,400.00 WITHOUT FURTHER CITY COUNCIL APPROVAL.

WHEREAS, erosion along an unnamed tributary to the East Branch of the Rocky River on the Regional Stormwater System (RSS) is threatening a sanitary sewer owned by the City of North Royalton; and

WHEREAS, the District's Rocky River Stream Stabilization and Sewer Protection Project in North Royalton (the "Water Resource Project") will stabilize eroding streambanks and protect the exposed local sanitary sewer in the City of North Royalton; and

WHEREAS, the District has agreed to protect the sanitary sewer by constructing concrete encasement and installing a riffle structure in the stream to allow sediment to accumulate over the encasement and provide further protection; and

WHEREAS, the City of North Royalton has agreed to reimburse the District for the construction costs associated with the encasement of the sanitary sewer, in an initial amount not-to-exceed One Hundred Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$139,400.00);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board hereby authorizes the District to enter into a reimbursement agreement with the City of North Royalton for the City to reimburse the District for the construction costs associated with the encasement of a City sanitary sewer as part of the District's Rocky River Stream Stabilization and Sewer Project, in an initial amount not-to-exceed One Hundred Thirty-Nine Thousand Four Hundred and 00/100 Dollars (\$139,400.00), without further City Council approval.

Section 2. That this Board further finds that the agreement is necessary and serves a public purpose of working cooperatively with the City of North Royalton in performing work related to the City-owned sanitary sewer that is currently exposed in an unnamed tributary to the East Branch of the Rocky River on the RSS.

Section 3. That this Board hereby authorizes the Chief Executive Officer, at the request of the Director of Watershed Programs, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreement authorized herein.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Ms. Dumas, seconded by Mr. Joyce, the foregoing resolution was unanimously adopted on April 15, 2021.



Timothy J. DeGeeter, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 21-76

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE GRANTING TWO PERMANENT STORM WATER EASEMENTS TO THE NORTHEAST OHIO REGIONAL SEWER DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS: It is the desire of the City of North Royalton to grant and convey two, permanent Storm Water Easements to the Northeast Ohio Regional Sewer District on Permanent Parcel Nos. 483-20-010 and 483-20-030 in order to allow for the storm water improvement project to encase an existing sewer to proceed.

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

Section 1. Council hereby authorizes the Mayor to execute the attached easement agreements and thereby convey two, permanent Storm Water Easements to the NEORS on Permanent Parcel Nos. 483-20-010 and 483-20-030 and as further described on Exhibits 1 and 2 attached hereto for the purposes stated in the easements and as described in the separately proposed Ordinance 21-75.

Section 2. The Mayor is hereby authorized to execute said agreements and to take such action and to execute such other documents and amendments thereto as may be necessary as are approved by the Law Director.

Section 3. 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. 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 grant two permanent Storm Water Easements to the Northeast Ohio Regional Sewer District on Permanent Parcel Nos. 483-20-010 and 483-20-030.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.


PRESIDENT OF COUNCIL

APPROVED: 

MAYOR

DATE PASSED: April 20, 2021

DATE APPROVED: 4/21/2021

ATTEST: 
DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended
Second reading suspended
Third reading April 20, 2021

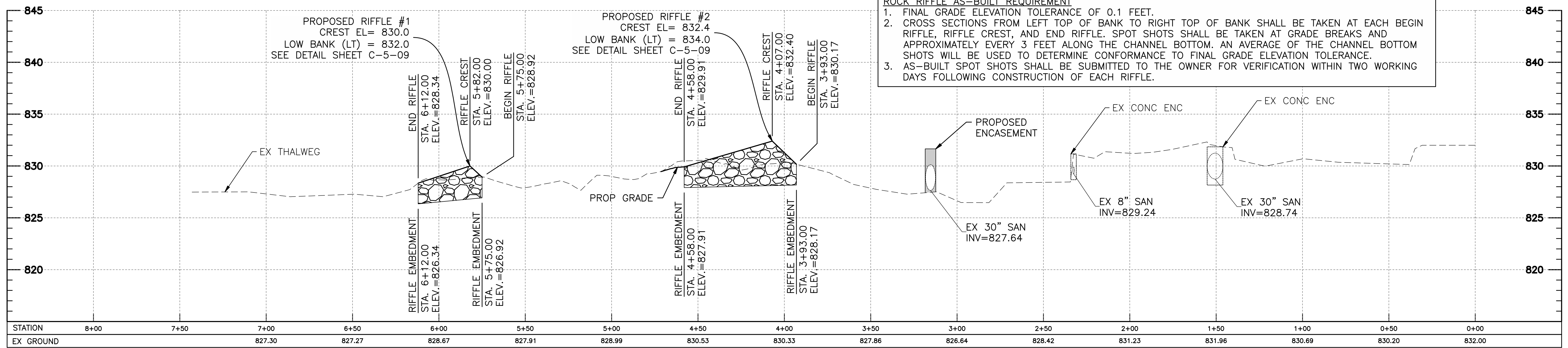
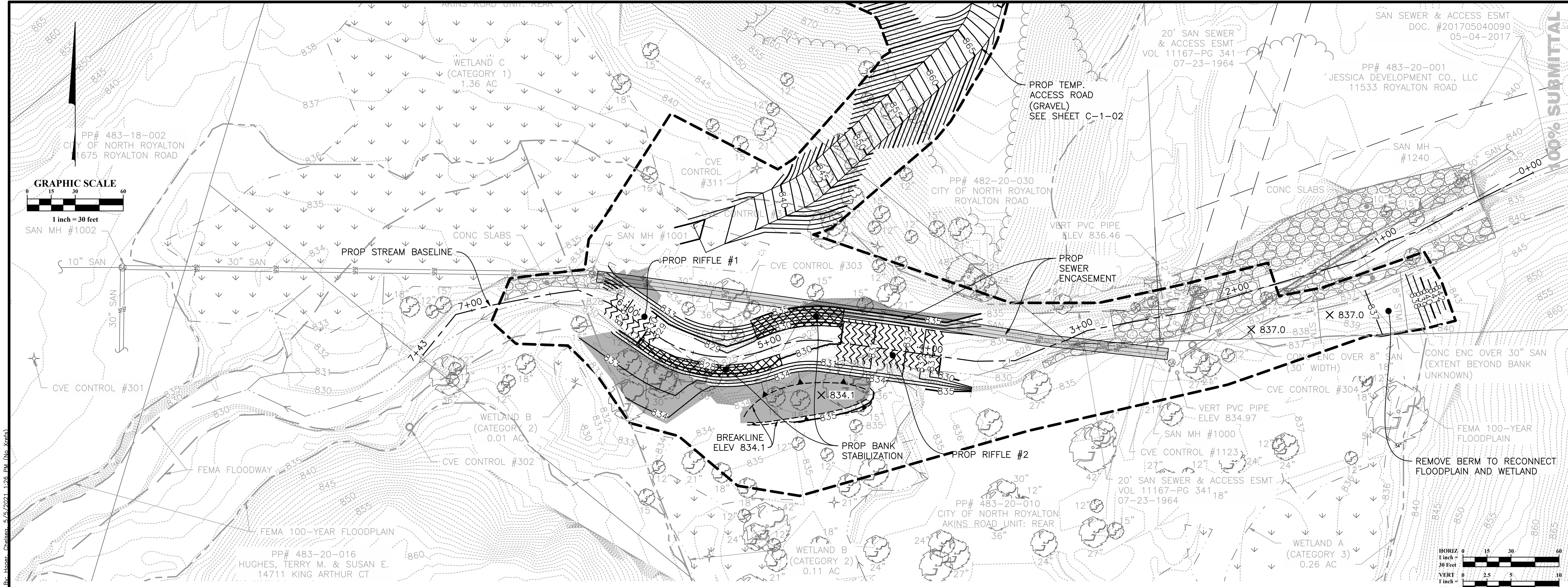
YEAS: Marnecheck, Fenos, Barath, Krejci
Dietrich, Weimer, Wos

NAYS: none

I, Director of Legislative Services of the
City of North Royalton, certify that this is a true and
exact copy of the original of said Ordinance/Resolution/
21-76

Director of Legislative Services

EXHIBIT C



ROCK RIFFLE AS-BUILT REQUIREMENT

1. FINAL GRADE ELEVATION TOLERANCE OF 0.1 FEET.
2. CROSS SECTIONS FROM LEFT TOP OF BANK TO RIGHT TOP OF BANK SHALL BE TAKEN AT EACH BEGIN RIFFLE, RIFFLE CREST, AND END RIFFLE. SPOT SHOTS SHALL BE TAKEN AT GRADE BREAKS AND APPROXIMATELY EVERY 3 FEET ALONG THE CHANNEL BOTTOM. AN AVERAGE OF THE CHANNEL BOTTOM SHOTS WILL BE USED TO DETERMINE CONFORMANCE TO FINAL GRADE ELEVATION TOLERANCE.
3. AS-BUILT SPOT SHOTS SHALL BE SUBMITTED TO THE OWNER FOR VERIFICATION WITHIN TWO WORKING DAYS FOLLOWING CONSTRUCTION OF EACH RIFFLE.



REV NO	DATE	ISSUED BY	REMARKS

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

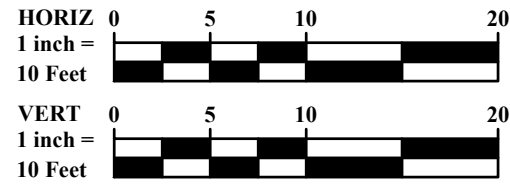
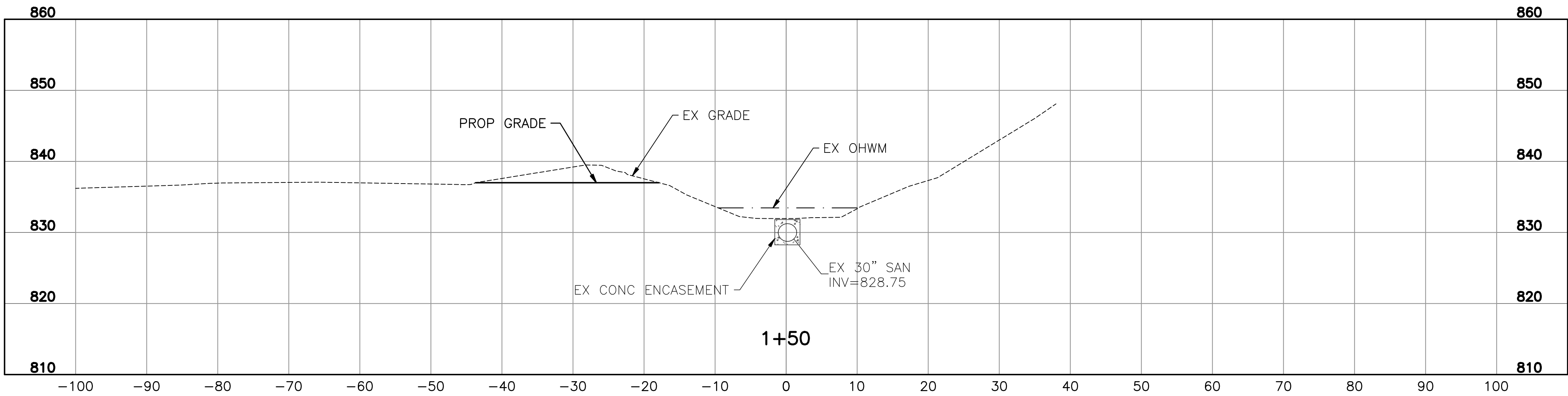
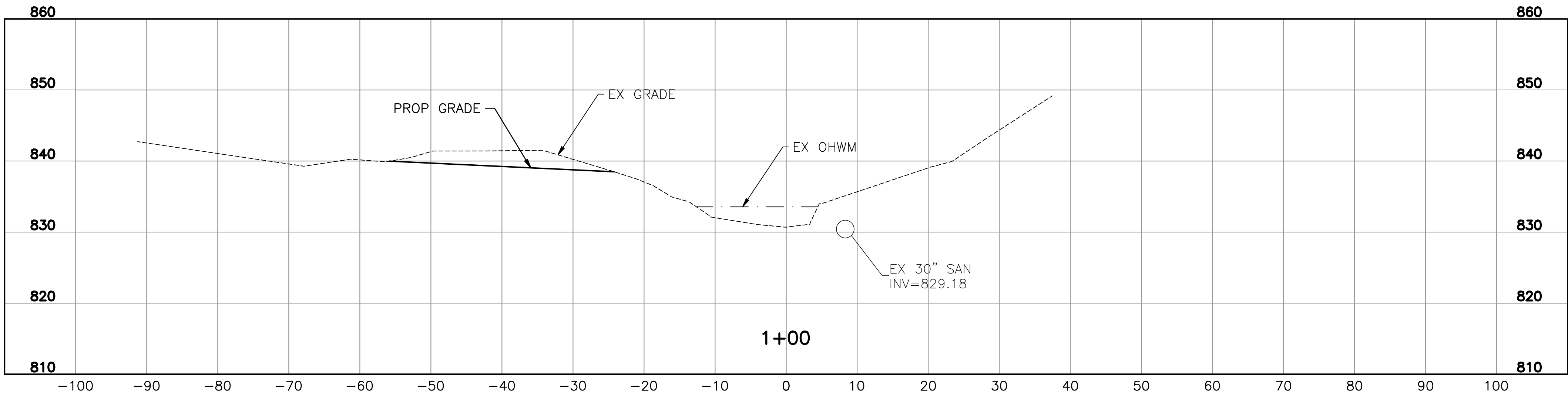
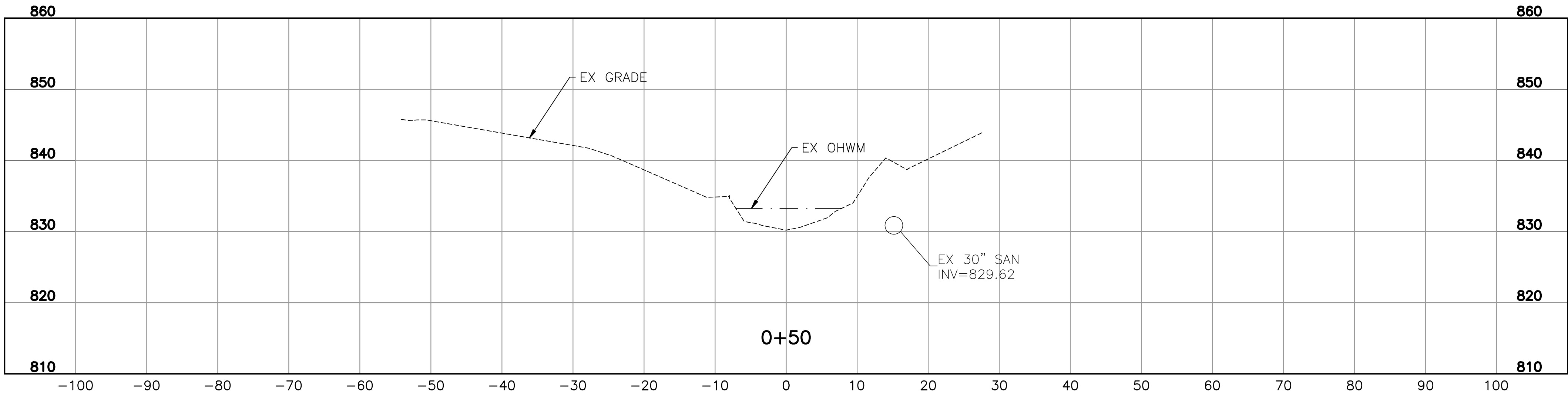
**ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590**

STREAM PLAN & PROFILE

WARNING
0 1/2 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE

PROJECT SET: 11 OF 25
C SHEET: 03 OF 15
SHEET NO.:
C-1-03

I:\2018\0031 Draw\04 Sheets\Plan\TaskOrder\04 Stream Cross Sections.dwg, Last Saved By: chader, 1/21/2021 8:53 PM, Last Printed By: Hnec, Chalsea, 5/5/2021 1:26 PM (No Xrefs)



REV	DATE	ISSUED BY	REMARKS

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590

STREAM CROSS SECTIONS

WARNING
0 1/2 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE

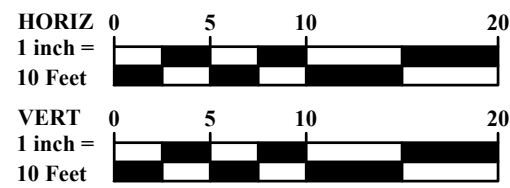
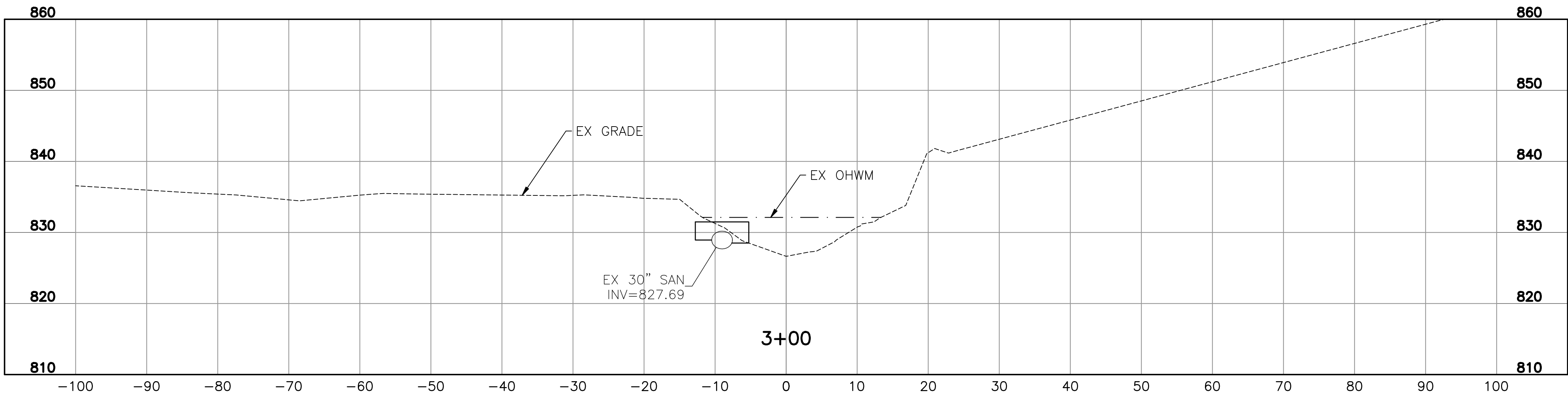
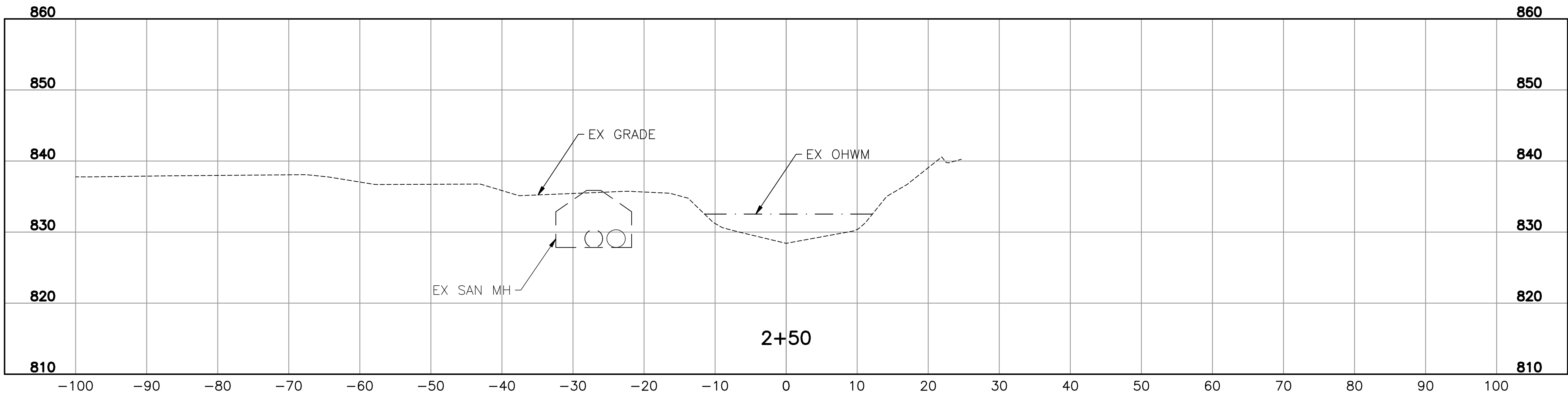
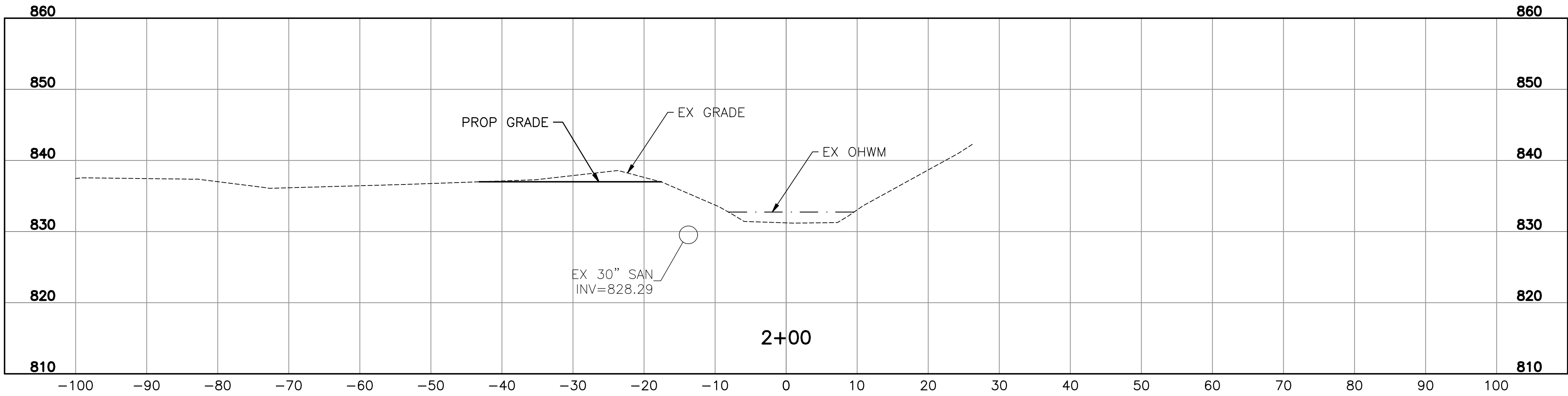
PROJECT SET: 12 OF 25

C SHEET: 04 OF 15

SHEET NO.:
C-3-04

100% SUBMITTAL

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REV	DATE	ISSUED BY	REMARKS

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590

STREAM CROSS SECTIONS

WARNING
0 1/2 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE

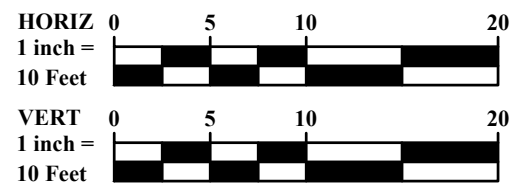
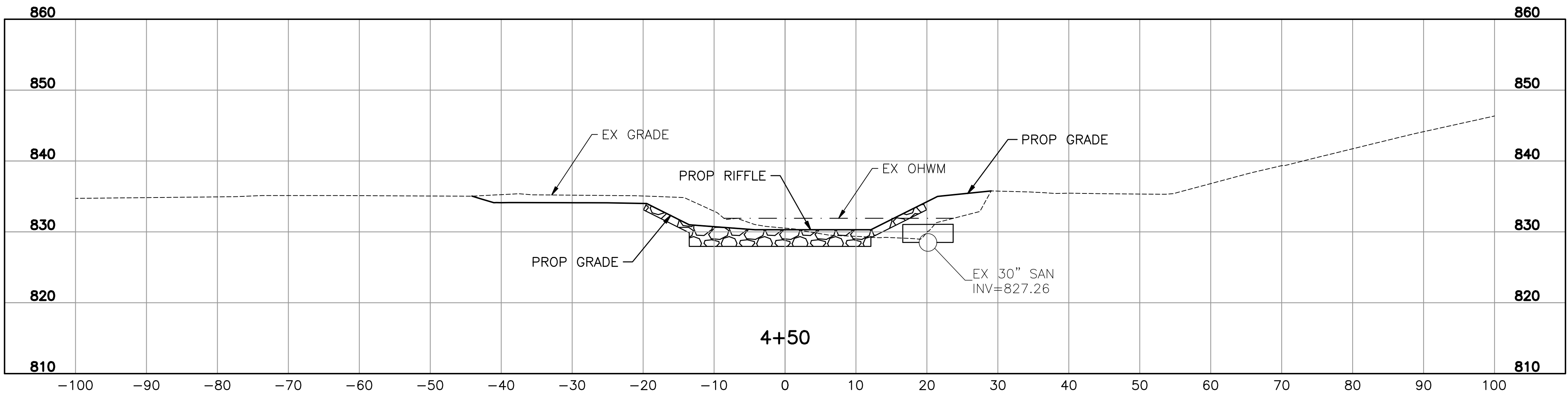
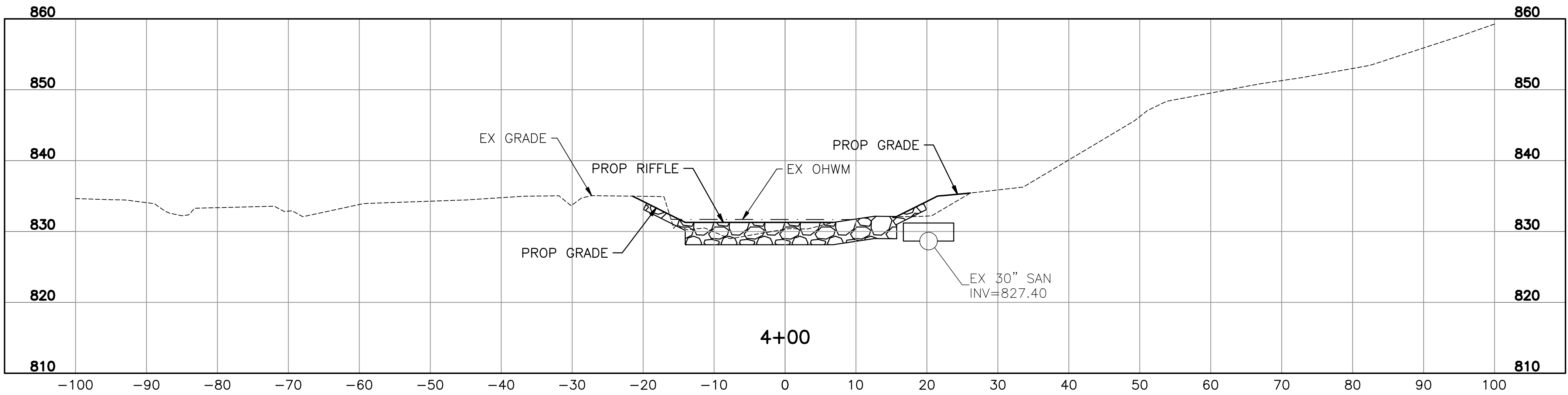
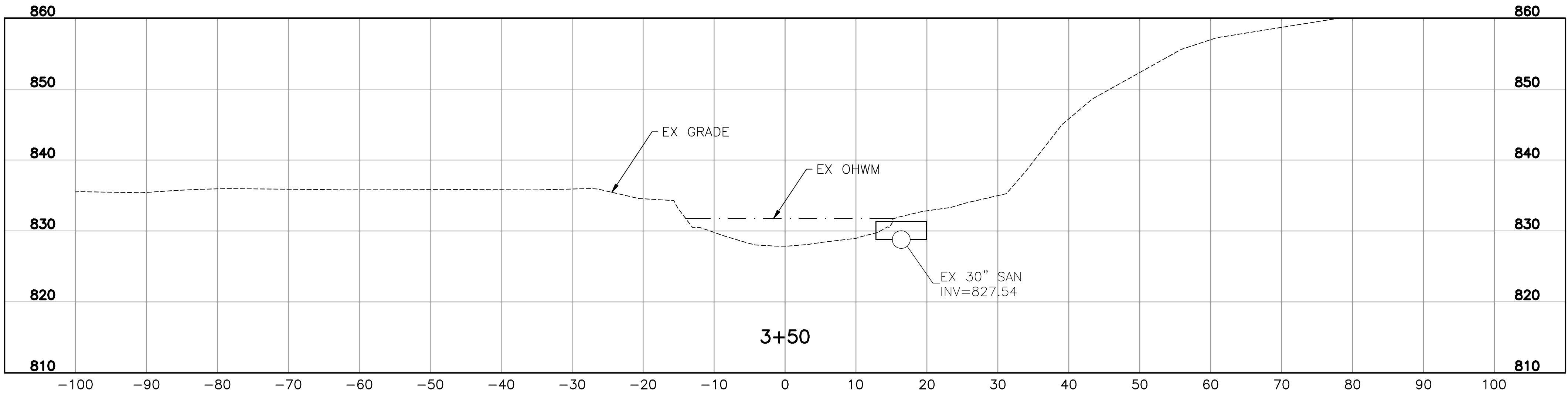
PROJECT SET: 13 OF 25

C SHEET: 05 OF 15

SHEET NO.:
C-3-05

100% SUBMITTAL

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DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
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APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590

STREAM CROSS SECTIONS

WARNING
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IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE

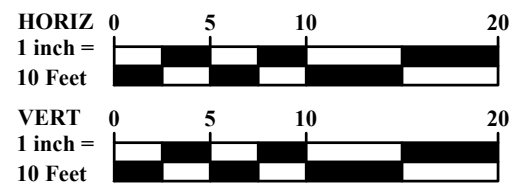
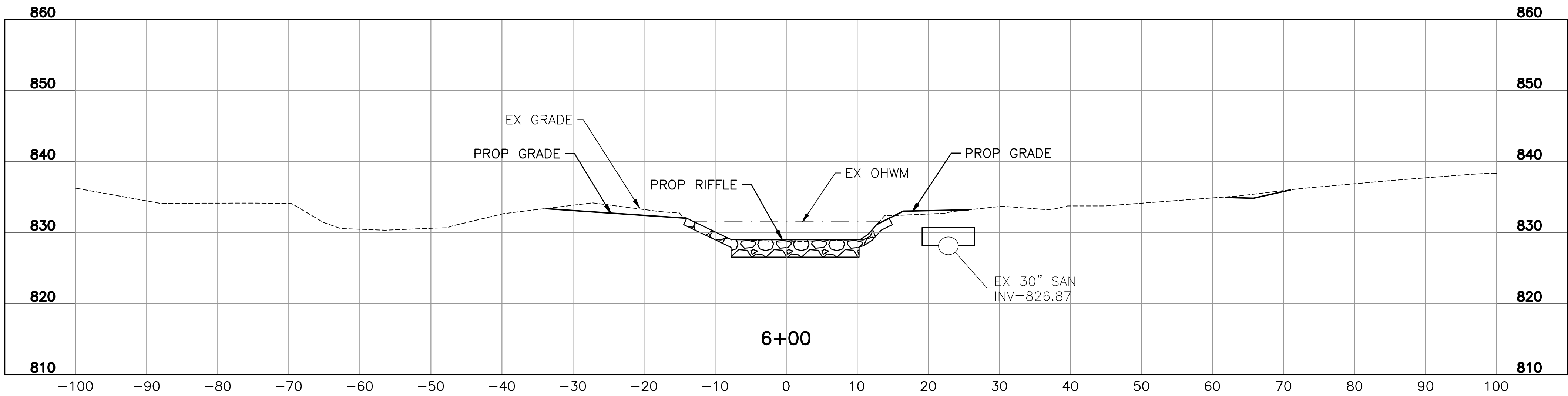
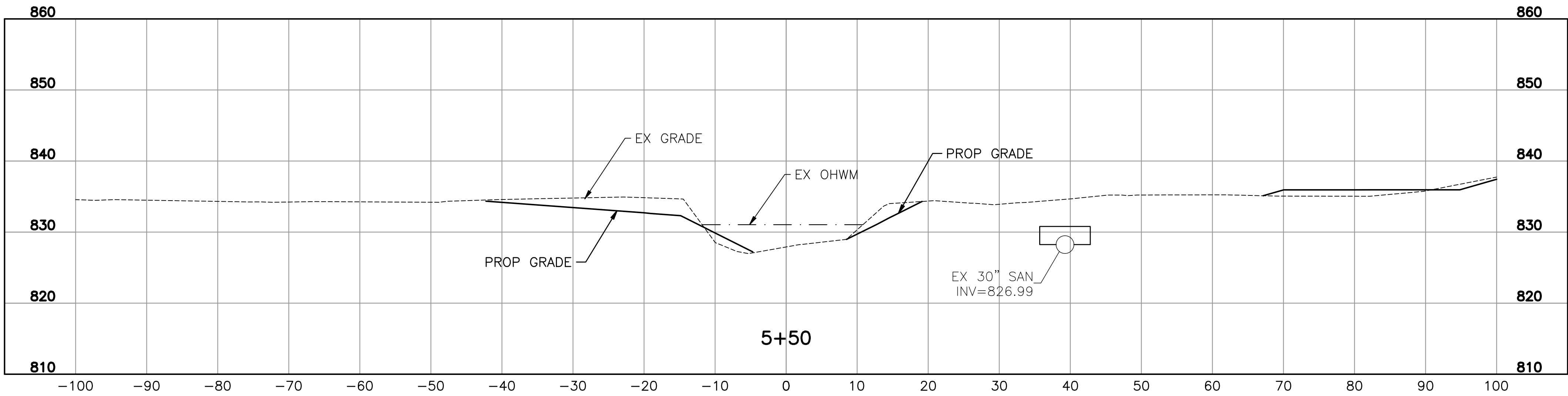
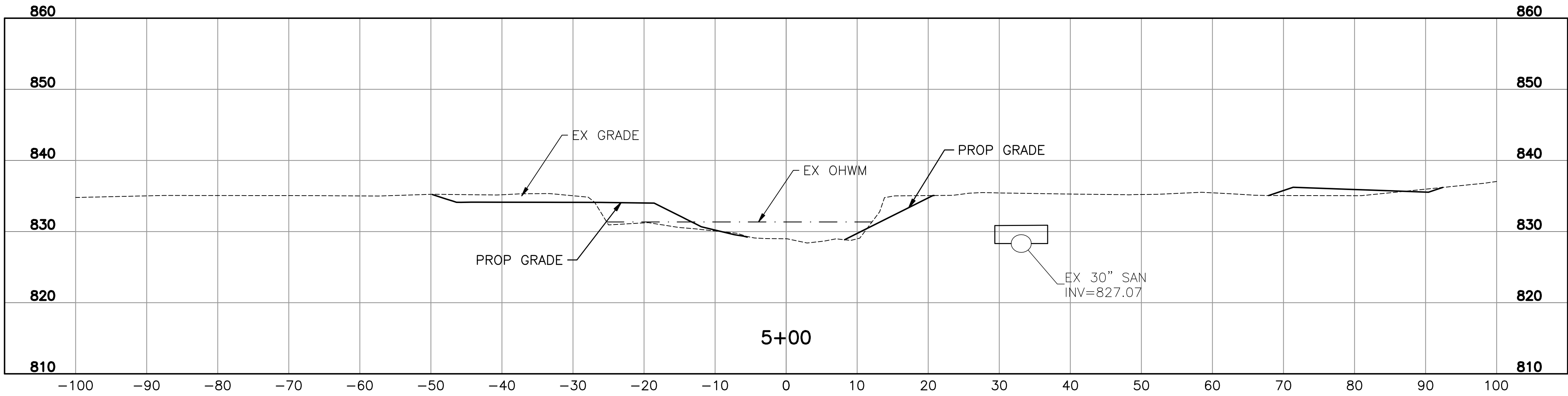
PROJECT SET: 14 OF 25

C SHEET: 06 OF 15

SHEET NO.:
C-3-06

100% SUBMITTAL

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REV	NO	DATE	ISSUED BY	REMARKS

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590

STREAM CROSS SECTIONS

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NOT MEASURE 1"
THEN DRAWING IS
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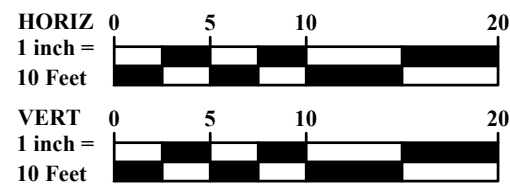
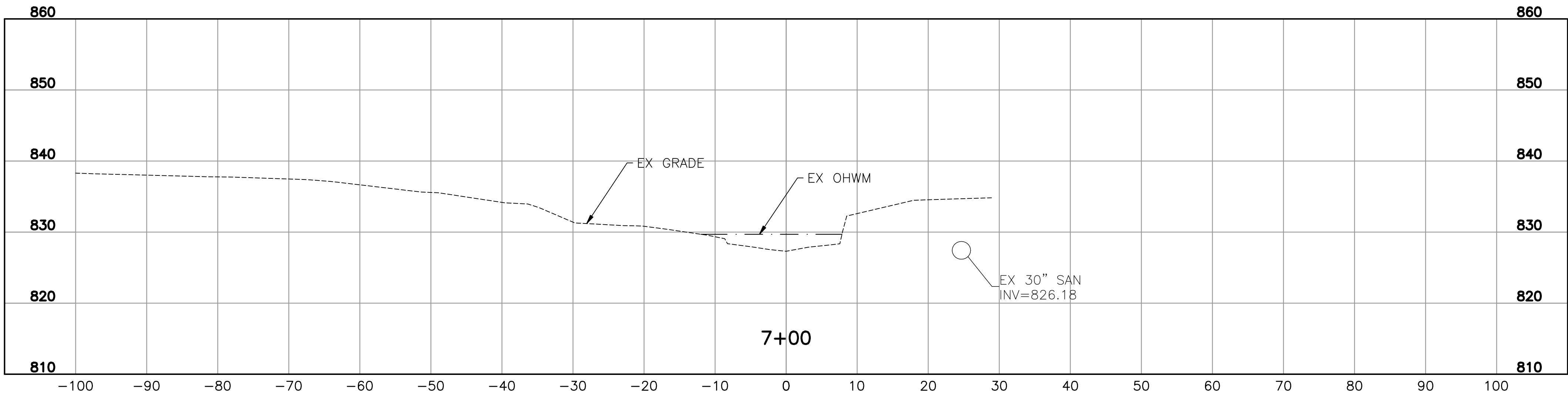
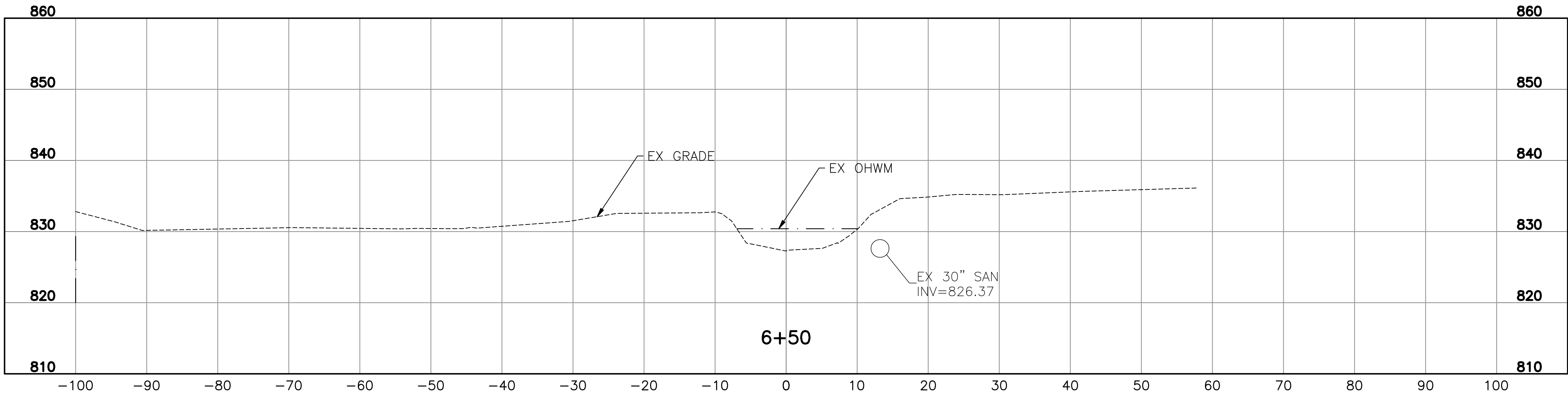
PROJECT SET: 15 OF 25

C SHEET: 07 OF 15

SHEET NO.:
C-3-07

100% SUBMITTAL

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REV	DATE	ISSUED BY	REMARKS

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION
AND SEWER PROTECTION
IN NORTH ROYALTON
PROJECT 1590

STREAM CROSS SECTIONS

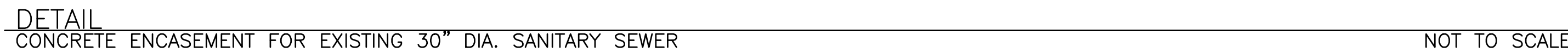
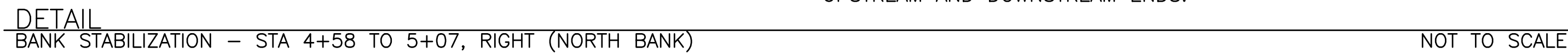
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PROJECT SET: 16 OF 25

C SHEET: 08 OF 15

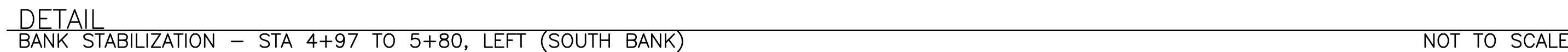
SHEET NO.:
C-3-08

100% SUBMITTAL



- ① 6" TOPSOIL
- ② COMPACTED BACKFILL
- ③ CONCRETE, CLASS MISC
- ④ UNDISTURBED EARTH / PIPE BEDDING

STEEL REINFORCEMENT: PROVIDE GRADE 60 REBAR PER SPECIFICATION 03 21 00. MINIMUM REINFORCEMENT SHALL BE #4 BARS, EACH WAY, AT 12" SPACING TO OBTAIN 0.20 IN²/SF REINFORCING RATIO IN ALL PLANES AND ALL DIRECTIONS.



1. CONTRACTOR SHALL INSTALL EROSION CONTROL MATTING PER DETAILS (SHEET C-5-11).
2. SAND SHALL NOT BE USED AS FILL MATERIAL SUPPORTING BANK STABILIZATION.

IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE

SHEET NO.:
C-5-10



REV NO	DATE	ISSUED BY	REMARKS	

DESIGNED BY: _____
DRAWN BY: _____
SHEET CHK'D BY: _____
CROSS CHK'D BY: _____
APPROVED BY: _____
ISSUED DATE: _____

ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION IN NORTH ROYALTON PROJECT 1590

CIVIL DETAILS

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

LOCAL SANITARY SEWER
ENCASEMENT REIMBURSEMENT

Approximate Amount of Funds to Be
Received:

\$139,400.00

The legal form and correctness of the
within instrument are hereby approved.




ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

05/12/2021

Date

ACKNOWLEDGMENT

It is hereby acknowledged that any
funds or receipt of revenue required
to meet the terms and conditions of
the contract, agreement, or
obligations, for the above, will be
deposited into the Treasury and
directed for authorized purposes.



KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

05/12/21

Date

ORDINANCE NO. 22-133

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE ACCEPTING OPIOID SETTLEMENT FUNDS AND DIRECTING PLACEMENT OF SUCH FUNDS IN A SEPARATE FUND, AND DECLARING AN EMERGENCY

- WHEREAS: Ordinance 21-188 was adopted by the Council for the City of North Royalton on December 7, 2021 authorizing the Mayor to accept the Proposed Settlement (as defined in Ordinance 21-188) on behalf of the City of North Royalton pursuant to the OneOhio MOU (as defined in Ordinance 21-188); and
- WHEREAS: The City has been notified by the Ohio Attorney General that the first payment of funds from the OneOhio Settlement with the opioid distributors McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation is being distributed to eligible local governments including the City of North Royalton; and
- WHEREAS: The State Auditor has recommended that the city accept the Settlement Funds from the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation (“Settlement Funds”) subject to the adoption of an Ordinance that the local government’s share of the Ohio Settlement Funds be placed in a separate fund and be used only for the approved purposes as required by OneOhio MOU.

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

Section 1. The City of North Royalton hereby agrees to accept the OneOhio Opioid Settlement Funds pursuant to the OneOhio MOU and that such Settlement Funds be placed in a separate fund called the OneOhio Opioid Settlement Fund and used only for the approved purposes required by the OneOhio MOU.

Section 2. Prior to expending any of the Settlement Funds in the OneOhio Opioid Settlement Fund the city official requesting use of such Settlement Funds shall provide a written explanation how the expenditure meets the approved purposes definition of the OneOhio MOU, City Council approval shall first be obtained, and that each expenditure be tracked and adequate documentation of the expenditure be maintained by the Finance Director of the City of North Royalton.

Section 3. 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. 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 enact this Ordinance immediately in order to segregate the funds into a proper fund and provide for the expenditure of the funds in accordance with the OneOhio MOU.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-134

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE ESTABLISHING A ONEOHIO OPIOID SETTLEMENT FUND, AND
DECLARING AN EMERGENCY

WHEREAS: The Council of the City of North Royalton authorized the Mayor to accept the Proposed Settlement (as defined in Ordinance 21-188) on behalf of the City of North Royalton pursuant to the OneOhio MOU (as defined in Ordinance 21-188); and

WHEREAS: All funds received from the OneOhio Settlement with the opioid distributors McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation are being distributed to eligible local governments including the City of North Royalton; and

WHEREAS: The City of North Royalton wishes to track all funds received and expenditures made from the OneOhio Settlement Fund to ensure compliance with the restrictions on said funds.

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

Section 1. Council hereby directs the Director of Finance to create a fund in the financial records of the City of North Royalton as set forth below to account for all activity for the OneOhio Opioid Settlement and for the best practices of the Ohio State Auditor.

FUND 202 ONEOHIO OPIOID SETTLEMENT FUND

Section 2. 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 3. 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 create a fund within the financial records of the City of North Royalton to account for all activity for the OneOhio Opioid Settlement and for the best practices of the Ohio State Auditor.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-135

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 GMC SIERRA K35 CREW WITH DUMP BODY FOR THE NORTH ROYALTON RECREATION DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$43,947.20, VENDOR TOTH BUICK GMC, REPEALING ORDINANCE 21-14, AND DECLARING AN EMERGENCY

WHEREAS: Council previously adopted Ordinance 21-14 authorizing the purchase of one (1) 2021 Ram 4x4 Dump Truck for the North Royalton Recreation Department. Due to the coronavirus pandemic, production of this vehicle stopped and was no longer attainable in 2021; and

WHEREAS: The Recreation Department seeks to purchase the above described replacement vehicle through Toth Buick GMC which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and

WHEREAS: It is necessary to provide for the funding of said purchase and to repeal Ordinance 22-14.

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$43,947.20 (cost of vehicle, options, delivery, and warranty) for the purchase of one (1) 2022 GMC Sierra K35 Crew with Dump Body for the North Royalton Recreation Department from Toth Buick GMC, 3300 South Arlington Road, Akron, Ohio 44312, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. This purchase meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204.

Section 3. Ordinance 21-14 is hereby repealed in its entirety.

Section 4. The Recreation Director/Parks, Cemetery and Recreation Foreman is hereby authorized and directed to forward a certified copy of this Ordinance to Toth Buick GMC.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. 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 provide for the purchase of this vehicle for the North Royalton Recreation Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



Date: 7/14/2021
Salesperson: Jamie Utterback
Manager: Jamie Utterback DL#225600

FOR INTERNAL USE ONLY

BUSINESS NAME North Royalton Recreation **Home Phone :** _____
CONTACT Jason Swim
14631 York Rd
Address : NORTH ROYALTON, OH 44133 **Work Phone :** (440) 237-5646
CUYAHOGA CO
E-Mail : _____ **Cell Phone :** _____

VEHICLE

Stock # : _____ **New / Used :** New **VIN :** _____ **Mileage:** _____
Vehicle : 2022 Chevrolet Silverado 3500HD Chassis **Color :** _____
Type : Work Truck 4x4 Regular Cab 146.3 in

Market Value Selling Price	35,593.00
Dump Body	10,597.00
Total Purchase	46,190.00
Doc Fee	250.00
Title Filing	15.00
Transfer Tag	20.00
Cash Deposit	.00
Balance	46,475.00

Customer Approval: _____ **Management Approval:** _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Jason Swim

From: Josh Toth <josh@tothakron.com>
Sent: Friday, July 16, 2021 9:34 AM
To: Jason Swim
Subject: Updated Dump Bed Quote

[EXTERNAL EMAIL]

Hey Jason,

Richard asked me to email a quote over for the dump truck with just a black bed instead of painting it to match the truck. Here's how the numbers came out!

Selling Price: \$33,188.20

Dump Bed: \$10,474.00

Fees: \$285.00

OUT THE DOOR: \$43,974.20

That changed the price a good bit!

Let me know if you have any questions!

Sincerely,

Josh Toth
Toth Buick GMC, Inc
3300 S Arlington Rd
Akron, OH 44312
(330)644-3400
josh@tothakron.com

ORDINANCE NO. 22-136

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD F550 DUMP TRUCK FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$91,701.00, VENDOR VALLEY FORD TRUCK, INC., REPEALING ORDINANCE 22-58, AND DECLARING AN EMERGENCY

WHEREAS: Council previously adopted Ordinance 22-58 authorizing the purchase of one (1) 2022 Ford F450 Dump Truck for the North Royalton Wastewater Department. Due to the coronavirus pandemic, the manufacturing of certain parts utilized in the production of the original vehicle are no longer available and the purchase is impossible of fulfillment; and

WHEREAS: The Wastewater Department seeks to purchase the above described replacement vehicle through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase and to repeal Ordinance 22-58.

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$91,701.00 (cost of vehicle, options, delivery, and warranty) for the purchase of one (1) 2022 Ford F550 Dump Truck for the North Royalton Wastewater Department pursuant to Contract No. RS1008603 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Valley Ford Truck, Inc., 5715 Canal Road, Cleveland, Ohio 44125, Vendor No. 8224, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. Ordinance 22-58 is hereby repealed in its entirety.

Section 4. 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. 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 provide for the purchase of this vehicle for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.520.0486
ValleyFordTruck.com

Date: 8/02/2022
Client: City of North Royalton
Contact: John Simon
Phone: (440)336-5377
Email: mtuma@northroyalton.org

Contract: RSI008603
Item #: 43AT

Base	\$	53,987.00
19,500 gvw	\$	4,579.00
Elec brake	\$	295.00
AT tires	\$	190.00
Plow Prep	\$	290.00
Dual batt	\$	375.00
Cruise	\$	335.00
PTO prov	\$	290.00
Power group	\$	-
Running bds	\$	-
Aft axle	\$	215.00
daytime lights	\$	145.00
84" CA	\$	445.00
7500lb fr axle	\$	655.00
Equipment	\$	29,900.00
Total	\$	91,701.00

Following are the specifications for the 2022 F550 that I have on ground and equipment noted on page 4. Delivery of completed truck will be approximately 8-10 weeks from receipt of purchase order.

Please call with any questions, (216)524-2400.

Regards,
Jenny Loveland
Government Sales Manager

FLEET MAINTENANCE COUNCEL OF NEO
NORTHEAST OHIO SERVICE DIRECTORS
OHIO TOWNSHIP ASSOCIATION
VENDOR STATE OF OHIO

Prepared for: JOHN SIMON

NORTH ROYALTON, CO

Prepared by: Jenny Loveland

08/02/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

As Configured Vehicle Description

Base Vehicle Price (F5H)

Order Code 660A

Includes:

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.
- Wheels: 19.5" x 6" Argent Painted Steel
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- SYNC Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.

Tires: 225/70Rx19.5G BSW Traction (TGK)

Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.

Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Monotone Paint Application

169" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

Includes:

- SYNC Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Power Equipment Group

Deletes passenger side lock cylinder. Includes upgraded door-trim panel.

Includes:

Prepared for: JOHN SIMON

NORTH ROYALTON, CO

Prepared by: Jenny Loveland

08/02/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

As Configured Vehicle (cont'd)

Description

- Accessory Delay
- Advanced Security Pack
 - Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.
- Folding Trailer Tow Mirrors w/Power Heated Glass
 - Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.
- MyKey
 - Includes owner controls feature.
- Power Front Side Windows
 - Includes 1-touch up/down driver/passenger window.
- Power Locks
- Remote Keyless Entry

Extra Heavy-Duty Front End Suspension - 7,500 GAWR

Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.

Snow Plow Prep Package

Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output.

Aft-Axle Frame Extension

32.4" aft-of-axle frame extension increases AF dimension to 79.6"

Transmission Power Take-Off Provision

Includes mobile and stationary PTO modes.

Dual 78 AH Battery

397 Amp Alternators

Utility Lighting System

Includes LED side-mirror spotlights.

Trailer Brake Controller

Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.

Platform Running Boards

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

50-State Emissions System

Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Oxford White

Galion 100USD-9 Steel Dump Body
 108"L x 84"W, 18" sides, 24" ends. 3.5-4.7 cu. yd. capacity
 Est. Body weight is 1,600 lbs.
 6" structural channel longmembers
 3" structural channel crossmembers
 Cast steel quick release upper tailgate hardware
 Cast steel overshot lower tailgate hardware
 Manual tailgate release handle
 Three panel D/A tailgate with long chains and banjo plates
 Fully boxed top rail, material shedding lower rubrail
 Two intermediate vertical braces per side
 Body shell constructed of 10 ga. grade 50 high tensile steel
 Floor is 10 ga. grade 50 high tensile steel with 2" floor to side radius
 Thermoset zinc primer / thermoset black powder coat finish
 LED cab shield marker lights, side marker lights, and S/T/T & reverse lighting
 ICC cluster lights to comply with FMVSS108
 Body options included:
 1/2 x 84" wide cab protector
 7.25" x 13.75" steel coal door over center panel
 Whelen 4-corner + 2 amber strobe system
 Two Whelen WIONSMA in grille at headlight level
 Buyers 2,500 lb. dump body vibrator on timer
 Paint exterior of body Imron single stage grey to closely match cab
 Champion CS615-09 LH hoist , 12.8 ton capacity
 Est. Hoist weight is 500 lbs.
 6" cylinder bore, 15" stroke, double-acting
 Muncie F20 PTO / PF4 pump
 Steel hydraulic oil reservoir
 Electric rocker switch control in cab
 5/8" hitch plate / bottom channel ICC bumper
 D-rings, 7-way RV style trailer plug
 Bolt-on 8 ton pintle / 2-5/16" ball combo
 RC Industries Backpack Toolbox 82"w x 55"h x 24"d
 14 ga. steel construction on box
 12 ga. steel construction on floor
 Storm grey powder coat base finish
 Re-finish exterior of toolbox to match dump body
 Anchor compression latches with cylinder locks
 Continuous stainless steel hinges
 Gas spring door props
 Automotive style bulb seals
 Two adjustable shelf with access from either side
 Set top shelf 15" from top of toolbox, next shelf 15" below first shelf
 Two built in swivel rope hooks
 Spring mounting kit w/ Ford frame adapter

Prepared for: JOHN SIMON

NORTH ROYALTON, CO

Prepared by: Jenny Loveland

08/02/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs

Dimensions

- * **Exterior length: 287.2"**
- Exterior width: 80.0"
- Wheelbase: 169.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.1"
- Front track: 74.8"
- Turning radius: 24.2'
- Min ground clearance: 8.3"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **LT225/70SR19.5 GBSW AT front and rear tires**

Body Exterior

- 2 doors
- * **Turn signal indicator in mirrors**
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter
- * **Driver and passenger 1-touch up**
- * **Power front windows**
- * **Driver and passenger 1-touch down**

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NORTH ROYALTON, CO

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

- * Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- Upfitter switches
- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front cupholders
- * Driver and passenger door bins

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Compass
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- Manually adjustable front head restraints

Dimensions

General Weights

* Curb 7,218 lbs. * GVWR 19,500 lbs.

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Selected Equip & Specs (cont'd)

* Payload 12,410 lbs.

Front Weights

* Front GAWR 7,500 lbs.

* Front axle capacity 7,500 lbs.

Front tire/wheel capacity 7,500 lbs.

* Front curb weight 4,163 lbs.

* Front spring rating 7,500 lbs.

Rear Weights

* Rear GAWR 14,706 lbs.

* Rear axle capacity 14,706 lbs.

Rear tire/wheel capacity 15,000 lbs.

* Rear curb weight 3,055 lbs.

* Rear spring rating 14,706 lbs.

Trailer Type

Harness Yes

Trailer sway control Yes

* Brake controller Yes

General Trailering

5th-wheel towing capacity 19800 lbs.

Towing capacity 18340 lbs.

Gooseneck towing capacity 19800 lbs.

GCWR 28000 lbs.

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume 11.6 cu.ft.

Maximum cargo volume 11.6 cu.ft.

Rear Frame

Height loaded 29 "

Height unloaded 34 "

Powertrain

Engine Type

Block material Iron

Head material Aluminum

Injection Sequential MPI

Orientation Longitudinal

Valves per cylinder 2

Variable valve control DEVCT

Cylinders V-8

Ignition Spark

Liters 7.3L

Recommended fuel Regular unleaded

Valvetrain OHV

Engine Spec

Bore 4.21"

Displacement 445 cu.in.

Compression ratio 10.5:1

Stroke 3.98"

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Engine Power

SAEJ1349 AUG2004 compliant Yes
Torque 468 ft.-lb @ 3,900 RPM

Output 350 HP @ 3,900 RPM

Alternator

* Type Dual

* Amps 397

Battery

Amp hours 78
Run down protection Yes

Cold cranking amps 750
* Type Dual

Transmission

Electronic control Yes
Overdrive Yes
Type Automatic

Lock-up Yes
Speed 10

Transmission Gear Ratios

1st 4.615
3rd 2.132
5th 1.519
7th 1
9th 0.687
Reverse Gear ratios 4.695

2nd 2.919
4th 1.773
6th 1.277
8th 0.851
10th 0.632

Transmission Torque Converter

Stall ratio 1.97

Transmission Extras

Driver selectable mode Yes
Oil cooler Regular duty

Sequential shift control SelectShift
* PTO provision Yes

Drive Type

4wd type Part-time

Type Four-wheel

Drive Feature

* Limited slip differential Mechanical
* Power take-off provision Yes
Transfer case shift Electronic

Traction control Driveline
Locking hub control Auto

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel

System type Single

Emissions

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Selected Equip & Specs (cont'd)

CARB Federal

Fuel Economy

Fuel type Gasoline

Driveability

Brakes

ABS 4-wheel

Type 4-wheel disc

ABS channels 4

Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent

Anti-roll bar Regular

Front Spring

Type Coil

* Grade HD

Front Shocks

Type HD

Rear Suspension

* Independence Rigid axle

Type Leaf

Anti-roll bar Regular

Rear Spring

Type Leaf

Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist

Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5"

Width 6.00"

Rear Wheels

Diameter 19.5"

Width 6.00"

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Dual Yes

Front and Rear Wheels

Appearance Argent

Material Steel

Front Tires

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

*Tread AT

Type LT

Width 225mm

LT load rating G

*RPM 645

Rear Tires

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

*Tread AT

Type LT

Width 225mm

LT load rating G

*RPM 645

Wheels

Front track 74.8"

Rear track 74.0"

Turning radius 24.2'

Wheelbase 169.0"

Rear tire outside width 93.9"

Body Features

Front splash guards Yes

Body material Aluminum

Side impact beams Yes

*Side steps Yes

Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

*Length 287.2"

Body width 80.0"

Body height 81.1"

Cab to axle 84.0"

*Axle to end of frame 79.6"

Frame section modulus 12.7cu.in.

Frame yield strength (psi) 50000.0

Frame rail width 34.2"

Front bumper to Front axle 38.3"

*Cab to end of frame 163.6"

Front bumper to back of cab 123.7"

Safety

Airbags

Driver front-impact Yes

Driver side-impact Seat mounted

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2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

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Selected Equip & Specs (cont'd)

Overhead Safety Canopy System curtain 1st row

Passenger side-impact Seat mounted

Seatbelt

Height adjustable Front

Security

* Immobilizer SecuriLock

* Restricted driving mode MyKey

Passenger front-impact Cancellable

* Panic alarm Yes

Seating

Passenger Capacity

Capacity 3

Front Seats

Split 40-20-40

Type Split-bench

Driver Seat

Fore/aft Manual

Way direction control 4

Reclining Manual

Lumbar support Manual

Passenger seat

Fore/aft Manual

Way direction control 4

Reclining Manual

Front Head Restraint

Control Manual

Type Adjustable

Front Armrest

Centre Yes

Storage Yes

Front Seat Trim

Material Vinyl

Back material Vinyl

Convenience

AC And Heat Type

Air conditioning Manual

Air filter Yes

Audio System

Radio AM/FM stereo

Seek-scan Yes

Radio grade Regular

External memory control SYNC

Audio Speakers

Speaker type Regular

Speakers 4

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Audio Controls

Steering wheel controls Yes
Streaming audio Bluetooth yes

Voice activation Yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2

Primary monitor size (inches) 4.2

Convenience Features

* Retained accessory power Yes
Emergency SOS 911 Assist
Smart device integration App link

12V DC power outlet 3
Wireless phone connectivity Bluetooth
Upfitter switches Yes

Door Lock Activation

* Type Power with 2 stage unlock
* Integrated key/remote Yes

* Remote Keyfob (all doors)

Door Locks Extra FOB Controls

Remote engine start Smart device only
(subscription required)

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes
Engine/motor temperature Yes
Engine hour meter Yes

Oil pressure Yes
Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes
Battery Yes
Key Yes
Door ajar Yes
Brake fluid Yes

Engine temperature Yes
Lights on Yes
Low fuel Yes
Service interval Yes

Instrumentation Displays

Clock In-radio display
Exterior temp Yes

Compass Yes
Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Material Urethane
Telescoping Manual

Tilting Manual

Front Side Windows

* Window 1st row activation Power

Window Features

* 1-touch down Driver and passenger
Tinted Light

* 1-touch up Driver and passenger

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane

Interior accents Chrome

Lighting

Dome light type Fade
* Illuminated entry Yes

Front reading Yes
Variable IP lighting Yes

Storage

* Driver door bin Yes
Glove box Locking
Illuminated Yes
Dashboard Yes

Front Beverage holder(s) Yes

* Passenger door bin Yes

Instrument panel Covered bin

Legroom

Front 43.9"

Headroom

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Front	40.8"
<i>Hip Room</i>	
Front	62.5"
<i>Shoulder Room</i>	
Front	66.7"
<i>Interior Volume</i>	
Passenger volume	64.6 cu.ft.

Prepared for: JOHN SIMON

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2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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ORDINANCE NO. 22-137

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FMC ARCHITECTS LLC, TO PROVIDE PERSONAL AND PROFESSIONAL SERVICES AS ARCHITECT OF RECORD FOR THE DEVELOPMENT OF PLANS AND COST ESTIMATES FOR THE SENIOR CENTER PROJECT FOR A COST NOT TO EXCEED \$50,000, AND DECLARING AN EMERGENCY

WHEREAS: The Mayor, Administration and Council propose to create and establish a new Senior Center to serve the needs of all the city's senior citizens now and for the next many decades; and

WHEREAS: An orderly process to develop plans and obtain cost estimates for a new Senior Center requires the engagement of an architect; and

WHEREAS: The Mayor has obtained a proposal from FMC Architects LLC to provide design documents and renovation cost estimates for a fee not to exceed \$50,000.00; and

WHEREAS: Council desires to exercise its Charter Home Rule authority to authorize the Mayor to contract with FMC Architects LLC for personal and professional services for a fee not to exceed \$50,000.00 consistent with the fee and services set forth in the proposal attached.

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

Section 1. Council hereby exercises its Home Rule authority in lieu of any provisions of the Ohio Revised Code and authorizes the Mayor to negotiate and enter into a contract with FMC Architects LLC to provide design documents and construction cost estimates for a fee not to exceed \$50,000.00 for the Senior Center Project consistent with the fee and description of services set forth under the “Architect of Record” option in the attached Exhibit A and pursuant to negotiated legal terms and in a form approved by the Director of Law.

Section 2. 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 3. 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 in order to properly determine the scope of the project and estimated construction costs connected therewith and to avoid unnecessary delay.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS BEEN MODIFIED FROM ITS ORIGINAL VERSION.

AGREEMENT made as of the date signed by Owner

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of North Royalton
14600 State Road
North Royalton, Ohio 44133

The Owner's Representative in accordance with Section 5.10 is:
Mayor Larry Antoskiewicz (mayorantoskiewicz@northroyalton.org)

and the Architect (also called the Design Professional):
(Name, legal status, address and other information)

FMC Architects LLC
7675 Harley Hills Drive
North Royalton, Ohio 44133

The Architect's Representative in accordance with Section 2.3 is: Frank Castrovillari
(fmcastro@SBCGlobal.net)

The Architect was selected by the Owner pursuant to the Charter Home Rule authority and Ordinance No. 22-_____ to provide professional design services to the Owner for a fee not to exceed \$50,000.

for the following Project:
(Name, location and detailed description)

Senior Center Project
13220 Ridge Road
North Royalton, Ohio 44133

The Owner reserves the right to add services and improvements to the Project through executed written amendment(s) to this Agreement or to enter into separate agreement(s) with different design professionals, in its sole discretion. Such future improvements will be pursued only if the Owner determines in its sole discretion to do so.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner's initial program for the Project is set forth below:

The Project is anticipated to include tenant improvements and renovations of the former Royal View Elementary School to include a new Senior Center to serve the needs of all the City of North Royalton's senior citizens. The Owner reserves the right to add additional services and improvements to the Project via written amendment(s) supplementing this Agreement or to enter into separate agreement(s) with different architects in its sole discretion.

The North Royalton City Schools Board of Education, 6579 Royalton Road, North Royalton, OH 44133 is an intended third-party beneficiary to this Agreement and entitled to enforce any rights hereunder for its benefit.

The Owner's current budget for the Cost of the Work as defined in Section 6.1 (including cost of construction, contractor fees, site improvements, and appropriate contingencies) is to be determined in Owner's sole discretion. As part of its Basic Services, the Architect will assist with budget development for the Project, as requested by the Owner and subject to Owner's approval in its sole discretion. Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

Design phase milestone dates, if any:

Task	Date
Design Phase Services per Section 3.2 completed by Architect	,20

Init.

/

Construction Documents Phase Services completed by Architect	,20
Begin General Contractor bidding	To be determined by Owner
Anticipated Commencement of Construction	To be determined by Owner

The Architect shall complete its Design Phase and Construction Documents Phase services by the dates set forth above. As part of its Basic Services, the Architect will assist with schedule development for the Project, as requested by the Owner. The Design milestone and completion dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties may appropriately adjust the schedule, the Architect's services and the Architect's compensation in accordance with the terms of this Agreement.

§ 1.3 [Not Used.]

§ 1.3.1 [Not Used.]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 **Standard of Care.** The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's failure to comply with the Standard of Care shall be a material breach of the Agreement.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement and for a period of five (5) years following final completion of the Project. However, if professional liability and/or commercial general liability coverage is claims-made coverage, coverage must be maintained in effect for ten (10) years after Final Completion of Work.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive General Liability with policy limits of not less than One Million (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. This endorsement shall be Insurance Services Office, Inc. (ISO) endorsement CG 25 03, or equivalent

.2 Automobile Liability

Automobile Liability covering owned and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

.3 Workers' Compensation

Workers' Compensation at statutory limits and Employers Liability with a policy limit as required by Ohio law

.4 Professional Liability

Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

.5 Umbrella Liability

Umbrella Liability providing coverage in excess of the Architect's primary Commercial General Liability, Automobile Liability and if possible, Professional Liability in an amount of not less than One Million Dollars (\$ 1,000,000.00) per occurrence.

§ 2.2.6 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Agreement. The certificates will name the Owner as the holder of the certificate of insurance listing the required coverages and as an additional insured with a waiver of subrogation and hold the Owner harmless on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Such representative shall be subject to the approval of the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Agreement, Article 3, and **Exhibit A** and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services as applicable to the Project. Services not set forth in this Agreement are Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. If Owner performs work on the Project or other projects with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project and other projects can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner in writing of the results of these contacts and any impacts on Project requirements. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.4 To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall provide services to investigate existing conditions or facilities.

§ 3.1.5 In providing services under this Agreement, the Architect shall, in accordance with the Standard of Care, comply with all applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project. The Plans and Specifications

and the improvements, if built in accordance with them, shall conform to all currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance of any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner in writing.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, consult with the Owner to develop the program for the Project, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner for the Owner's approval.

§ 3.3 Construction Documents Phase Services (also called "Construction Administration Phase" or "CA" in Exhibit A)

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall work with Owner's legal counsel to assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor including, but not limited to, site visits and review and processing of submittals, requests for information, change orders and applications for payment, as set forth below and in the agreement between the Owner and Contractor for the Project, including the General Conditions of Contract.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing, Architect will coordinate a meeting with the Contractor(s) prior to the expiration of the one-year period for correction of Work as a Basic Service and will participate in the meeting and work with Owner to address any issues identified during the meeting.

§ 3.4.1.4 Unless otherwise provided in the agreement between the Owner and the Contractor, the Architect shall coordinate and lead progress meetings to be attended by the Owner, Contractor, Architect and any necessary subcontractors and subconsultants. The Architect shall provide an agenda in advance of each meeting and shall be responsible for memorializing all Project meetings. Meeting minutes shall be distributed by the Architect no later than 24 hours after any meeting. To the extent the Contractor is responsible for preparing the meeting minutes, the Architect will review the meeting minutes and report any inconsistencies in writing to the Owner.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect, and the Architect's subconsultants, as necessary, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Architect's observations must include observing final testing and start-up of equipment. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work. The Architect shall reject Work that it knows or within the Standard of Care should have known does not conform to the Contract Documents and shall notify the Owner and Contractor of the rejection of such Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of Architect's response, and a summary of the response. Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to Owner upon Owner's request.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 Unless Owner and Contractor designate another person to do so, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Architect's initial decision on claims, disputes or other matters in question between Owner and Contractor, except for those relating to aesthetic effect, is subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Architect will not certify the final payment application to the extent Contractor has not submitted appropriate lien waivers or other documents required by the Contract Documents. Notwithstanding the foregoing, Architect has discretion to adjust the amount certified when missing documentation is deemed by Architect, in consultation with Owner, to be relatively inconsequential or beyond the control of Contractor, such that holding all payment for those items would be detrimental to the Project or unfair to Contractor.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.3.3 Consistent with its Standard of Care, Architect will advise Owner in writing at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which can be reasonably observed in the course of Architect's observations, given the stage of completion of the Work.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Architect will review costs proposed by Contractor(s) for changes to the Work and negotiate a reasonable cost for the change, which will be documented by written change order and approved by Owner.

§ 3.4.5.1 Architect will maintain a record of all change orders for the Project. Such record shall show the status of each change order, identify potential change orders and include the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time

requested by the contractor for the Work, and the number of days approved by Architect and Owner to accomplish the Work. Architect will furnish an updated copy of the change order record to Owner upon request.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; prepare a list of incomplete or unsatisfactory items and a schedule for their completion for each Contractor; conduct a final review of the Work; evaluate completion of the Work included on the punch list; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents. To the extent a Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, Architect, in its role as design professional, will communicate with Contractor and monitor its progress to complete its Work and correct any such defective or non-conforming Work.

§ 3.4.6.1 Upon request of Owner, and prior to the expiration of one year from the date of Substantial Completion, Architect will, without additional compensation, conduct a meeting with Owner to review the Project operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 [Not Used.]

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner in writing, in accordance with the Agreement. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 may entitle the Architect to compensation pursuant to Section 11.3. Nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. Should the Architect believe that proposed Additional Services are essential for the performance of the Architect's professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief.

§ 4.2.1 Subject to the limitations of Sections 6.5, 6.6, and 6.7, the Architect shall provide services necessitated by a material change in the Initial Information, material changes in previous instructions or approvals given by the Owner, or a material change in the Project including increased size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method, with Owner's prior written authorization, as an Additional Service.

§ 4.2.2 As part of its Construction Phase Services, the Architect will visit the site during construction not less than once per week or other intervals appropriate to the stage of construction. The Architect shall conduct site visits in excess of that amount with Owner's prior written authorization, as an Additional Service.

§ 4.2.3 The Architect shall, review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service except when due to changes initiated by the Architect or as a result of the Architect's error or omission. However, prior written and signed consent from the Owner is required before performing any Additional Service(s) that will require additional compensation or an increase to Architect's Compensation.

§ 4.2.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, the Architect may request additional compensation for the actual

cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of the delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and may periodically update, the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 If authorized by the Owner in writing in accordance with this Agreement, as an Additional Service, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect determines that such services are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided as determined by Owner.

§ 5.5 To the extent available, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soils, structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, it being understood that the Owner has no duty to search for the same, nor is the Owner a professional skilled in finding such faults or defects.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work as provided in Initial Information, or otherwise provided by the Owner in writing, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design

professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive procurement/bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, contractor quotes/bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques in order to provide an estimate pursuant to the requirements of the Owner and the Ohio Revised Code, whether or not competitive statutory bidding is implemented. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service, in accordance with this Agreement.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, subject to Owner's approval.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide these services and update the design documents accordingly, at no additional cost to the Owner.

§ 6.6 If the Architect's estimate(s) for the Work for the Project is exceeded by the lowest bona fide contractor quote/proposal or bid, the Owner may, at its option:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or solicitation of additional quotes/proposals for the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; and/or
- .5 implement any other mutually acceptable alternative.

§ 6.7 Notwithstanding anything to the contrary, if the Owner chooses to proceed under Section 6.6.1, 6.6.2, 6.6.4, or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's revised budget for the Cost of the Work or other adjustments authorized by the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce (including electronically) applicable published or issues portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. In the event this Agreement is terminated for whatever reason, Architect grants Owner a nonexclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Subject to the agreement of any applicable property insurer, to the extent damages are actually recovered from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in the agreement between Owner and Contractor, as executed for the Project. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.1.4 Indemnification

Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold harmless the Owner for all damages, losses, attorney fees or claims which the Owner sustains arising out of or related to any negligent act (including the negligent breach of this Agreement), error, omission or failure to exercise reasonable care skill or diligence on the part of the Architect, its employees, its agents, its consultants, or any party for which the Architect is responsible respecting the performance of any Work or Service in connection with the Project.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if both parties agree in writing, and will be conducted pursuant to mutually agreed-upon procedures.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction as set forth in Section 10.1
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Not Used.]

§ 8.3.1 [Not Used.]

§ 8.3.1.1 [Not Used.]

§ 8.3.2 [Not Used.]

§ 8.3.3 [Not Used.]

§ 8.3.4 Consolidation or Joinder [Not Used.]

§ 8.3.4.1 [Not Used.]

§ 8.3.4.2 [Not Used.]

§ 8.3.4.3 [Not Used.]

§ 8.4 [Not Used.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, and Reimbursable Expenses then due.

§ 9.7
(Paragraphs deleted)
[Not Used.]

§ 9.8 [Not Used.]

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. The parties agree that jurisdiction for any disputes that arise in connection with this Agreement that are not settled through mediation will be the Court of Common Pleas for the county in which the Project is located and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right of removal of any litigation arising out of this Agreement to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the modified (as prepared for the Project) agreement between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. However, it is understood that the Owner is an intended third-party beneficiary of Architect's agreements with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, Architect agrees to immediately report that presence to Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third-party (without the advance written consent of the Owner or as otherwise permitted under this Agreement) any confidential, proprietary or privileged information or documentation of financial or strategic planning or operational information or documentation or any patient records or information

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows with the Architect's total compensation not to exceed \$37,275:

- .1 Stipulated Sum
(Insert amount)

\$31,000 as set forth in Exhibit A and this Agreement plus Construction Phase Services ("CA") as set forth in Exhibit A and this Agreement billed on an hourly basis up to an amount not to exceed \$4,800 plus Reimbursable Expenses subject to 11.1.3

- .2
(Paragraphs deleted)
[Not Used.]

- .3 Other
(Describe the method of compensation)

Architect's compensation for Reimbursable Expenses, as defined in paragraph 11.8, shall not exceed **\$1,475** without written and signed consent from the Owner. If the Architect believes that it will incur an expense that is outside the scope of those Reimbursable Expenses included in the Basic Services compensation, it will notify the Owner and obtain permission to incur the expense before seeking reimbursement.

§ 11.2
(Paragraphs deleted)
[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unless otherwise agreed by the parties, Additional Services shall be compensated at the Architect's Hourly Rates set forth in Section 11.7 and shall be based upon written, signed agreement between the Owner and Architect. No Additional Services shall be performed without written, signed agreement between the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	percent (%)
Construction Documents	percent (%)
Phase		
(Rows deleted)		
Total Basic Compensation	one hundred percent (100 %)

Architect will submit invoices for its services as they are completed up to the stipulated amounts stated in Section 11.1 above.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

President \$100/hour
Project Architect \$90/hour
(Table deleted)
Drafting \$60/hour
Support Staff \$40/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Subject to paragraph 11.1, Reimbursable Expenses are normal and reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, however, the Owner may pay these amounts directly if requested in sufficient time to process and issue the payment;
- .4 Printing, reproductions, plots, and standard form documents except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants shall not be reimbursable; the Owner may pay directly the costs of printing of contract documents for the Competitive Proposal Phase and construction through an account with a reprographer;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner in writing;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants, with Owner's prior written approval;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures, with Owner's prior written approval.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants invoiced at a multiple of 1.1 times the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. As applicable, each invoice shall identify the staff member/number of staff hours billed to the corresponding services and set forth the corresponding hourly rates. Payments are due and payable upon presentation of the Architect's

invoice. Amounts due and unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Architect shall give the Owner seven days written notice of late payment before interest shall begin to accrue.

(Insert rate of monthly or annual interest agreed upon.)

0 % zero

§ 11.9.2.2 [Not Used.]

§ 11.9.2.3 As applicable, Architect shall submit invoices tracking total Reimbursable Expenses costs against the not-to-exceed amount set forth in 11.1, or as otherwise requested by Owner. Where applicable, Architect's invoices shall show an hourly rate breakdown including time spent by each member of Architect's personnel. Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Architect's Duties in General. The Architect acknowledges that the Owner is entering this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.

§ 12.2 The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.

§ 12.3 The Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.

§ 12.4 Consistent with its Standard of Care, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.

§ 12.5 The Architect shall endeavor to maintain good working relations with the Owner, Contractor, and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes.

§ 12.6 Privileged Communications. All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, is subject to the attorney-client privileged that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third-party. This paragraph is not intended to impede communications between the Architect and the Architect's

counsel or between the Architect and any Contractor seeking a decision from the Architect on a claim or dispute related to the Project.

§ 12.7 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

§ 12.8 Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 12.9 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

§ 12.10 Non-Discrimination. Architect agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- .3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

§ 12.11 Construction. The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

§ 12.12 No Findings for Recovery. The Architect represents that the Architect is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Architect has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

§ 12.13 Notices. A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

§ 12.14 Assignment. This Agreement shall not be assigned in whole or in part, including the right to payments, by Architect without Owner's prior written consent. This Agreement may be assigned by Owner to any entity as required by financing, if any, and the Architect agrees to execute whatever assignment documents are required by such entity as are related to the financing as long as Architect's rights and obligations under this Agreement are not affected.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as modified
- .2**
(Paragraphs deleted)
[Not Used.]
- .3** Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A — Architect's Proposal, dated July 27, 2022, as modified, to the extent not inconsistent with this Agreement. Any terms and conditions in the Architect's Proposal are expressly rejected.
- .4** Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Not Applicable

This Agreement entered into as of the day and year of execution by the Owner below.

CITY OF NORTH ROYALTON

FMC ARCHITECTS LLC

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

(Date)

(Date)

CERTIFICATE OF AVAILABLE FUNDS (ORC Section 5705.41)

The undersigned, Finance Director of the City of North Royalton, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Init.

Date _____

Finance Director



Init.
/

Creativity, Experience, Service & Value

North Royalton Senior Center



7675 Harley Hills Drive
North Royalton, OH 44133
216.287.8547

www.FMCArchitectsLLC.com

Prepared By: Frank M. Castrovillari

07/27/2022

Mayor Larry Antoskiewicz
City of North Royalton
14600 State Road
North Royalton, Ohio 44133

Senior Center

Dear Mayor Antoskiewicz:

FMC Architects LLC thanks you for this opportunity to present this proposal for Architectural Services for this project. The following description indicates my understanding of the services you require for this project. If additional information is necessary, or if our understanding of the scope of work requires modification, please contact us at your earliest convenience.

~~Project Description – Criteria Architect –~~

~~FMCA shall develop a criteria set for the City to distribute to Design/Build Contractors All city required paperwork (other than FMCA drawings) shall be provided by City. A cost estimate shall also be provided as part of this scope.~~

~~FMCA shall stay on during the entire process from pre-bid to close-out to assist the City and answer any contractor questions regarding Criteria intent and scope.~~

~~FMCA shall visit site as needed and up to the CA amount listed. If additional time is required, the 2 parties can relook at this amount and adjust as required at any time.~~

~~CA can be used for meetings, value engineering review, pay application review or any other items the city may require pertaining to the criteria set. FMCA shall not act as Construction manager but shall assist City appointed person as best as FMCA can.~~

Project Description – Architect of Record

FMCA shall develop a construction/permit set for the City to distribute to Contractors All city required paperwork (other than FMCA drawings) shall be provided by City.

FMCA shall stay on during the entire process from pre-bid to close-out to assist the City and answer any contractor questions regarding permit set intent and scope.

FMCA shall visit site as needed and up to the CA amount listed. If additional time is required, the 2 parties can relook at this amount and adjust as required at any time.

CA can be used for meetings, value engineering review, pay application review or any other items the city may require pertaining to the criteria set. FMCA shall not act as Construction manager but shall assist City appointed person as best as FMCA can.

ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

the Effective Date of the Architect Agreement

Made on this ~~21st~~ day of July the Owner authorizes the Architect: FMC Architects, 7675 Harley Hills Drive, North Royalton, Ohio 44133 to provide the following Designated Services:

For the following Project:

Senior Center – Architect of record

Consisting of:

The Owner and the Architect, respectively, shall provide those services designated and assigned below and described subsequently.

	By Architect	By Architect, As Outside Service	By Architect, As Additional Service	By Owner, Coordinated By Architect	By Owner	Not Provided
1. Design Phase	X					
2. Construction Document Phase						
Architectural Drawings	X					
Structural Engineering & Drawings		X				
Mechanical/Plumbing Engineering & Drawings		X				
Electrical Engineering Drawings		X				
Civil Engineering & Drawings						X
Other						X
3. Bidding or Negotiating Phase	X			X		
4. Construction Administration Phase Hourly as outlined per the Architect Agreement	X					
5. Optional Services May be authorized by Owner as Additional Services in accordance with the Architect Agreement						
Building Program						X
Site Survey and Topographic						X
Geotechnical Engineering						X
Interior Design						X
As-Built Drawings						X
Record Drawings						X
Models and Renderings						X
Other						X
6. Design/Build Services – Construction Management						X

BASIS OF COMPENSATION

Compensation for the Designated Services shall be computed on the following basis:

Total Fee for Basic Services Rate of:**\$31,000.00**

CA as additional/hourly estimated for 1- 3 hrs/week for 16 weeks

Not to exceed 4,800.00

An initial payment of \$0.0 dollars shall be made upon execution of this Agreement and credited to the Owner's account.

Compensation for services caused by changes to the Program after design approvals or extensions of the scope of services beyond that notes above shall be computed on the basis described in ~~Item 9.~~ of the Architect's hourly rates.

Reimbursable Expenses, as described in Item 7, to be invoiced at a multiple of 1.1 times the amounts expended by the Architect and Engineer's office in the interest of the Project.

~~Standard Small Project rate of 5%~~

Not to exceed

~~Estimate only~~ \$1,475.00

in accordance with Section 11.9.2 of the Architect Agreement

Payments are due and payable 15 days from date of invoice. Amounts unpaid 30 days after invoice date shall be subject to interest at a rate of 1½ % per month. FMC may stop work due to non-payment; additional charges may occur to restart.

~~OWNER/OWNER REPRESENTATIVE~~~~ARCHITECT~~

AN ORDINANCE AMENDING THE CODIFIED ORDINANCE OF THE CITY OF NORTH ROYALTON PART 2 ADMINISTRATION CODE CHAPTER 252 DIVISION OF MUNICIPAL PARKS, PROPERTIES, CEMETERIES AND RECREATION, SECTION 252.01, AMENDING ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON SECTION 9 RECREATION DEPARTMENT, AND AMENDING ORDINANCE 03-139 ESTABLISHING THE SALARY RANGES OF VARIOUS DEPARTMENT HEADS OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 14-27 created the position of Recreation Director/Parks, Cemetery and Recreation Foreman; and

WHEREAS: It is now therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 252 Division of Municipal Parks, Properties, Cemeteries and Recreation, Section 252.01, Ordinance 10-103 Staffing and Classification Plan and Ordinance 03-139 establishing the salary ranges of various Department Heads of the City of North Royalton to hereby change the title of this position to Parks, Cemetery and Recreation Director; and

WHEREAS: Council desires to provide for these amendments.

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

Section 1. Part 2 Administration Code, Chapter 252 Division of Municipal Parks, Properties, Cemeteries and Recreation, Section 252.01 of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

252.01 ~~RECREATION DIRECTOR/PARKS, CEMETERY AND RECREATION FOREMAN.~~
PARKS, CEMETERY AND RECREATION DIRECTOR.

There is hereby established the Position of ~~Recreation Director/Parks, Cemetery and Recreation Foreman~~ **Parks, Cemetery and Recreation Director.**

a) Job Summary. The ~~Recreation Director/Foreman~~ **Parks, Cemetery and Recreation Director** is a full time appointed position, serving at the discretion of the Mayor, and responsible for the day to day operation of the Parks, Cemetery and Recreation Division and such other duties as may from time to time be required by the Mayor, Director of Public Service and Properties and/or Council. ~~This position is not classified as Civil Service.~~

(b) Essential Job Functions. The following list of essential job functions is not exclusive or all-inclusive. Other duties may be required and assigned.

- 1) Prepares the annual budget for the Recreation Department; assists in preparation of Division budgets;
- 2) Attends all regular or special meetings of the Recreation Board;
- 3) Works with all agents of the city such as soccer club, baseball club and such other clubs as may be created from time to time;
- 4) Helps coordinate scheduling of sports fields;
- 5) Creates, operates and supervises various sports related or recreation related programs for the youth and adult residents of the city;
- 6) Operates the divisions within the appropriation budget of the city;
- 7) Consults with the Planning Commission and other department heads concerning future recreation lands for the city;
- 8) Monitors the condition and maintenance of city recreation facilities, cemetery and parks;
- 9) Train employees as to tasks and use of departmental equipment;
- 10) Supervise, assign and assist employees in day to day duties in the cemetery, parks and recreation division, including but not limited to: burials; snow plowing; grass cutting; sports field maintenance and other related property maintenance duties;
- 11) Maintain Division reports and records.
- 12) Perform any other duties as directed by the Mayor and/or Director of Public Service and Properties.

(c) Only those duties directly related to Recreation shall fall under the jurisdiction of the Recreation Board. All other duties shall fall under the supervision and direction of the Mayor and/or Director of Public Service and Properties.

Section 2. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 9 Recreation Department, which shall hereinafter read as follows:

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Recreation Director/Parks, Cemetery, and Recreation Foreman <i>Parks, Cemetery and Recreation Director</i>	One (1)
2) Tractor/Truck Operator (part time)	Three (3)
3) Laborer	Three (3)
4) Laborer (part time)	Five (5)
5) Summer Help Laborer (part time)	Eight (8)
6) Laborer I (part time)	Two (2)

Recreation Department
~~Recreation Director/Parks, Cemetery~~
~~and Recreation Foreman~~
Parks, Cemetery and Recreation Director

Section 8. 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.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON
 PART 2 ADMINISTRATION CODE, CHAPTER 232 DEPARTMENT OF FINANCE, AMENDING
 ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS
 OF THE CITY OF NORTH ROYALTON SECTION 4 FINANCE DEPARTMENT, AND AMENDING
 ORDINANCE 21-182 ESTABLISHING RATES OF COMPENSATION FOR NON UNION EMPLOYEES
 OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

- WHEREAS: The Finance Director has determined that the position of Assistant Finance Director should be a full time position for the efficient and effective operation of the Finance Department; and
- WHEREAS: The job qualifications, requirements and duties are more effectively determined and established by the Administration on an ongoing basis rather than by Codified Ordinance; and
- WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 232 Finance Department; and
- WHEREAS: It is also necessary to amend Ordinance 10-103 Staffing and Classification Plan for the City of North Royalton to provide for the staffing of this position; and
- WHEREAS: It is further necessary to amend Ordinance 21-182 in order to establish the salary for the position of Assistant Director of Finance, full time; and
- WHEREAS: Council desires to provide for these amendments.

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

Section 1. Part 2 Administration Code, Chapter 232 Department of Finance of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

232.10 ASSISTANT DIRECTOR OF FINANCE

(a) Establishment. There is hereby established the position of ~~part time~~ Assistant Director of Finance. The Assistant Director of Finance shall work at the direction of, and under the supervision of, the Director of Finance. The Assistant Director of Finance shall be hired upon the recommendation of the Finance Director and approval by the Mayor.

~~(b) Responsibilities.~~

~~(1) Assist and Coordinate with the Independent Public Accountants with the A annual conversion of City's cash basis accounting records to GAAP basis records in accordance with GAGAS and Ohio Revised Code Compliance Guide requirements.~~

~~(2) Preparation review of all workpapers required to perform the GAAP conversion.~~

~~(3) Supervision and review of Finance Department staff with regards to preparation of GAAP workpapers.~~

~~(4) Preparation for the City's annual audit. This includes completion of audit preparation work and coordination of annual audit process with independent audit team.~~

~~(5) Assists the Director of Finance in compilation and periodic review of the City's annual fiscal budget.~~

~~(6) Assists the Director of Finance with annual preparation, filings and appropriate revisions of County reports such as Certificate of Estimated Resources, Annual Tax Budget, Annual Tax Rate Ordinance, etc.~~

~~(7) Completion of all other schedules, reports, etc. deemed necessary by the Director of Finance.~~

~~(8) All other duties as directed by the Director of Finance or as set forth in the City's job description.~~

~~(c) Qualifications.~~

~~(1) Bachelors Degree in accounting or related field.~~

~~(2) Valid State of Ohio Certified Public Accountant certificate, preferred but not required~~

~~(3) A minimum of 5 years previous experience in governmental/fund accounting. This includes preparation of GPFS and/or CAFR reports, and assistance with completion of GAAP conversions.~~

~~(4) Working knowledge of Ohio Revised Code compliance requirements, Yellow Book standards, GAAP procedures and GAGAS requirements.~~

~~(5) Proficiency with Excel/Muni and ADP preferred.~~

- (6)

Ability to work effectively with Finance Department staff, Director of Finance and other City officials.
- (7)

Other requirements as set forth in the City's job description.

Section 2. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 4 Finance Department, which shall hereinafter read as follows:

Section 4. The **Finance Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>		<u>MAXIMUM NO. OF EMPLOYEES</u>	
1)	Finance Director	One	(1)
	or		
2)	Interim Finance Director	One	(1)
3)	Assistant Director of Finance (part time)	One	(1)
4)	Admin. Secretary/Clerical/Bookkeeper	One	(1)
5)	Payroll and Accounting Administrator	One	(1)
6)	Accounting Administrator	One	(1)
7)	Admin. Secretary/Clerical/Bookkeeper (part time)	One	(1)

Section 3. Council hereby amends Ordinance 21-182 to hereinafter read as follows:

<u>Finance Department</u>		<u>2022</u>		<u>2023</u>	
Assistant Director of Finance	Entry	2 nd year	3 rd year	Entry	2 nd year 3 rd year
	37.25	40.10	41.51		
	\$28.85	not to exceed	41.35	\$29.72	not to exceed 42.59

Section 4. Chapter 232 of the Codified Ordinances, Ordinance 10-103, and Ordinance 21-182 are hereby amended as provided for herein and all other provisions of each ordinance shall remain in full force and effect.

Section 7. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 8. 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 9. 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 Council has determined that it is immediately necessary to provide for a full time Assistant Director of Finance for the efficient and effective operation of the Finance Department.

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-140

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT TO CONSTRUCT SIDEWALK/PATHWAY ON THE WEST SIDE OF BENNETT ROAD (CR-109) CONNECTING EXISTING PATHS FROM VALLEY PARKWAY TO SOUTH AKINS ROAD IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The LPA has determined the need for the described project:

Sidewalk/pathway improvement project on the west side of Bennett Road (CR-109) in the City of North Royalton connecting existing paths from Valley Parkway to S. Akins Road.

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

Section 1. Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

Section 2. Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, United States Department of Transportation. The LPA agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way and environmental documentation.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Section 3. Authority to Sign

The LPA hereby authorizes the Mayor of said City of North Royalton to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Mayor is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of North Royalton to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

Section 4. Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 5. Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. 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 expedite the highway project and to promote highway safety.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**CERTIFICATE OF COPY
STATE OF OHIO**

City of North Royalton of Cuyahoga County, Ohio

I, Dana A. Schroeder, as Director of Legislative Services of the City of North Royalton of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of _____ adopted by the legislative Authority of the said City of North Royalton on the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2022.

Director of Legislative Services
City of North Royalton of Cuyahoga County, Ohio

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of North Royalton, 14600 State Road, North Royalton , Ohio 44133**, hereinafter referred to as the LPA..

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **PID 113317 CUY-Bennett Road Path TLCI** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 223,300.00 as set forth in Attachment 1.

ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 141,000.00 in Federal MPO STBG (4TA7) funds which includes 20 percent Toll Revenue Credit, up to a maximum of \$ 28,200.00. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The **LPA** must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional

Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

- 3.7 Payment or reimbursement to the LPA shall be submitted to:

City of North Royalton
14600 State Road
North Royalton, Ohio 44133

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.

	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for

				information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
 - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
 - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
 - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
 - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
 - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
 - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General

Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.

- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

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

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written

technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.

- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] 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 (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.
- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as

establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.
- Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores

assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

- c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

- d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

- e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The **LPA** will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest”) agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing

such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

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

If to the LPA:

If to ODOT:

Larry Antoskiewicz, Mayor	John P. Picuri, P.E. , District Deputy Director
City of North Royalton	Ohio Department of Transportation, D-12
14600 State Road	5500 Transportation Boulevard
North Royalton, Ohio 44133	Garfield Heights, Ohio 44125

15. GENERAL PROVISIONS

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

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

☐

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

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

☐

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

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

☐

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

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

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

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

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



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

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

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

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

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

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

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

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

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

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

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law.* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment.* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification.* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures.* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures.* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: CITY OF NORTH ROYALTON	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Larry Antoskiewicz Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			TOLL REVENUE CREDIT			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$62,000.00	100	4BG7	\$112,800.00	80	4TA7	\$28,200.00	20	4BG7	\$141,000.00 \$62,000.00
CONSTRUCTION ENGINEERING & INSPECTION	\$20,300.00	100	LABR							\$20,300.00
TOTALS	\$82,300.00			\$112,800.00			\$28,200.00			\$223,300.00

Attachment 2

113317
PID NUMBER

34789
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of North Royalton request that all payments for the Federal/State share of the
(NAME OF LPA)

consultant costs of this agreement performed by _____
(CONSULTANT'S NAME)

be paid directly to _____
(CONSULTANT'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	City of North Royalton
Oaks Vendor ID:	
Mailing Address:	14600 State Road
	North Royalton, Ohio 44133
ODOT Approval signature:	