

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5707

**AN ORDINANCE ACCEPTING THE BID OF
F. BUDDIE CONTRACTING, LTD. FOR THE
KIDS QUARTERS IMPROVEMENT PROJECT;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the publication of bids according to law, bids for the Kids Quarters Improvement Project, in accordance with the specifications on file in the office of the Director of Public Service, were received and opened according to law on May 8, 2024, and it being determined that the bid of F. Buddie Contracting, Ltd. was the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. Per the bids received and as tabulated by the Director of Public Service, the bid of F. Buddie Contracting, Ltd. for the Kids Quarters Improvement Project in the amount of two hundred thirteen thousand, sixty-five dollars (\$213,065.00), in accordance with the specifications on file in the office of the Director of Public Service, be and the same is hereby accepted.


SECTION 2. The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with F. Buddie Contracting, Ltd. as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

SECTION 3. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

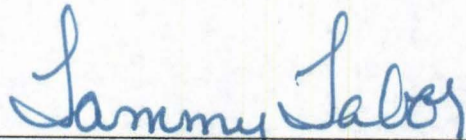
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence the Project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 21, 2024

APPROVED: May 21, 2024

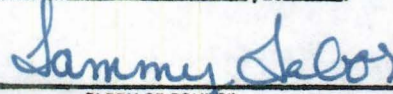


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5707 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 20 24.



CLERK OF COUNCIL

AGREEMENT NO. 24-5707

THIS AGREEMENT made and entered into at Brecksville, Ohio, this 21st day of May, 2024, by and between the City of Brecksville (hereinafter designated as the "OWNER") and F. Buddie Contracting, Ltd., a Limited Liability Company organized and existing under the laws of the State of ___Ohio___, or a partnership consisting of the following persons Michael Buddie and Kevin Buddie, (hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, the Council of the City of Brecksville, pursuant to ORDINANCE NO. 5707, adopted on the 21st day of May, 2024, authorized the Mayor to enter into a contract, after advertising for bids therefore as required by law, for the following:

KIDS QUARTERS IMPROVEMENT PROJECT, PHASE 1

WHEREAS, the CONTRACTOR has submitted its bid therefore, which bid is attached hereto and made a part hereof and marked as "Exhibit One;"

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CONTRACTOR will commence and complete the Brecksville Community Center Asphalt Shingled Roof Removal & Replacement Project in accordance with the provisions contained in Exhibit One. The CONTRACTOR agrees to perform the work described in Exhibit One for the Base Bid, and the contract documents, and comply with the terms therein for the sum of \$213,065.00.

(2) The CONTRACTOR will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

(3) Whenever applicable, the CONTRACTOR will furnish performance and completion bonds equal to the amount of the bid, and will furnish Workman's Compensation Insurance for the protection of all workmen and will further, where necessary, furnish certification liability and damage protection insurance as may be required by the Director of Law.

(4) Any manufactured or designed article furnished the OWNER is hereby warranted by the CONTRACTOR to be free of defects in workmanship and material.

(5) The Agreement shall be binding upon all parties herein and their respective heirs, executors, administrators, successors and assigns.

(6) An extension of time shall be granted the CONTRACTOR for performance or delivery only upon proof that the delay was occasioned through no fault of the CONTRACTOR, but was caused solely by the actions of the elements or other persons over which the CONTRACTOR exercised no control. However, a request for a reasonable extension of time may be granted by the Mayor upon written notice given by the CONTRACTOR at least one week prior to the completion or delivery date, stating the additional time required and the reason for such request.

(7) CONTRACTOR agrees, when applicable, to comply with all provisions of the Ohio "Prevailing Wage Law." By the signing of this Agreement, CONTRACTOR certifies that the award of this Contract is in compliance with the applicable provisions contained in Section 3517.13 of the Ohio Revised Code for all entities listed therein.

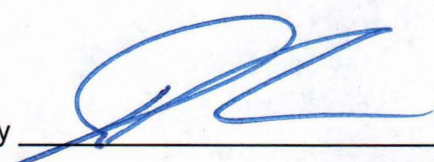
Special Provisions: The OWNER and the CONTRACTOR mutually agree that this Agreement shall be subject to the following Special Provisions, which shall supersede other conflicting provisions of this Agreement:

- a. The CONTRACTOR will be required to execute a written Contract with approved sureties within seven (7) days from receipt of the Notice of Award from the City. In case it shall fail to do so, the bid security accompanying its proposal may thereupon be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work and for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the awarded CONTRACTOR to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the City may determine.
- b. Work shall commence as soon as possible after the issuance of the Notice To Proceed following a pre-construction meeting scheduled by the Brecksville Service Director. CONTRACTOR shall be substantially complete with all work items on this project within Sixty (60) Days as specified on the proposal and bid form unless otherwise agreed upon between OWNER and CONTRACTOR.
- c. Payment shall be at the unit prices stipulated for all base materials, ancillary materials and labor on the bid form submitted by the CONTRACTOR.
- d. The CONTRACTOR hereby covenants and agrees to protect, indemnify and save harmless the City of Brecksville from any loss, cost of damage on account of any damage or injury to or liability arising or resulting from bodily injury, death or damage to property, both public and private, occasioned by any act or omission of the CONTRACTOR, its agents or employees during the progress of or occasioned by the work.
- e. The CONTRACTOR shall keep the Contract under its own control and may not sublet, sell transfer or assign by power of attorney, or otherwise dispose of the Contract or any portion thereof or its title, right or interest therein, to any person, firm or corporation without written consent of the City of Brecksville.
- f. The CONTRACTOR covenants and agrees to pay to all person and corporations furnishing materials or rendering services in connection with the performance of the Contract, and any person or corporation furnishing such materials or rendering such services may, as provided by Section 10A of the Municipality Authorities Act of 1945, P.L. 382, as amended, maintain an action to recover for the same under said labor and material payment bond as though such person or corporation were named therein, provided that action is brought within one year after the time the cause of action shall be accrued.
- g. The OWNER or the CONTRACTOR may terminate the resulting contract at any time by either party giving thirty (30) days written notice to the other party of the intention to terminate the contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, four copies of this Agreement each of which shall be deemed an original on the date first above written.

OWNER

ATTEST:

By  _____

Daryl J. Kingston, Mayor
City of Brecksville

CONTRACTOR

ATTEST:

By: _____


Name: Michael Buddie

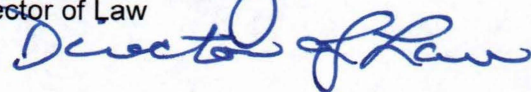
Title: Owner

Address: 12120 Sobieski Avenue

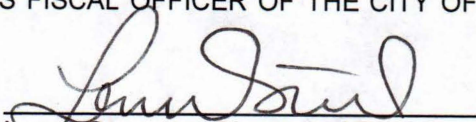
Cleveland, Ohio 44135

APPROVED AS TO FORM AND LEGALITY:



David J. Matty, Director of Law
City of Brecksville 

I HEREBY CERTIFY THAT THE COUNCIL HAS HERETOFORE PROVIDED THE NECESSARY FUNDS FOR THIS CONTRACT AND THAT THE SAME IS IN MY POSSESSION AS FISCAL OFFICER OF THE CITY OF BRECKSVILLE.



Laura Starosta, Director of Finance

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5708

Ordinance No. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A PROJECT AGREEMENT WITH THE NORTHEAST
OHIO REGIONAL SEWER DISTRICT FOR EASEMENT
ACQUISITION FOR THE RIVERVIEW ROAD FLOOD
REDUCTION PROJECT AND DECLARING
AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

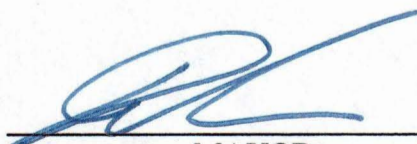
SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Project Agreement with the Northeast Ohio Regional Sewer District for easement acquisition for the Riverview Road Flood Reduction Project, a copy of which Project Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

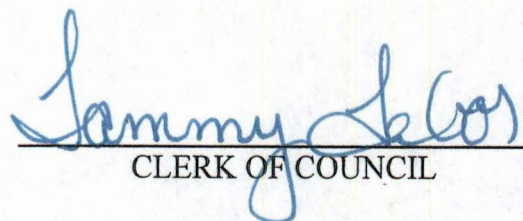
SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to enter the agreement to commence the project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ May 21, 2024

APPROVED: _____ May 21, 2024

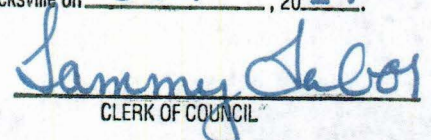


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5708 duly passed by the Council of the City of Brecksville, Ohio, on 5-21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-24, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

PROJECT AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF BRECKSVILLE

FOR

RIVERVIEW ROAD FLOOD REDUCTION PROJECT

This Project Agreement ("Agreement") is entered into as of this _____ day of _____, 2024 ("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, pursuant to the authority of its Board of Trustees Resolution No. _____, adopted _____ (attached as Exhibit "A"), and the City of Brecksville ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. ~~5708~~, passed by its City Council on 5-21, 2024 (attached hereto as Exhibit "B").

RECITALS

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District's Code of Regulations ("Title V") is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and

WHEREAS, the City and the District entered into a Regional Stormwater Management Program Service Agreement dated February 16, 2016 (the "RSMP Service Agreement"); and

WHEREAS, two (2) crossings under Riverview Road between Greenhaven Parkway and Wiese Road, and which are also located on the Regional Stormwater System, have been shown to be hydraulically constrictive, causing roadway flooding ; and

WHEREAS, the District's Flood Reduction at Riverview Road in Brecksville Basis of Design Report (2022) found that the Riverview Road profile between Greenhaven Parkway and Wiese Road needs to be raised in order to reduce surface flooding risk; and

WHEREAS, the District desires to perform the Flood Reduction at Riverview Road Design Project ("the Project" or "the Water Resource Project"), which includes raising the profile of the Road to reduce surface flooding risk at Riverview Road between Greenhaven Parkway and Wiese Road, in furtherance of the goals of the District's Regional Stormwater Management Program; and

WHEREAS, the City of Brecksville is responsible for the routine maintenance and repair of Riverview Road; and

WHEREAS, the District agrees to perform the engineering design for the Project; and

WHEREAS, the City agrees to perform the property acquisition services for the Project as detailed in the Scope of Services (Exhibit "C"), and the District has agreed to disburse funds to the City for such services, up to an amount not-to-exceed \$250,000.00. The construction costs will be shared among the City and the District, which are addressed in a separate agreement; and

WHEREAS, the District is authorized to enter into this agreement, 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 for the continued benefit of the Regional Stormwater System, the parties agree as follows:

SECTION 1. CITY OF BRECKSVILLE

1.1. Property Acquisition & Utilities Coordination. The City shall perform the property acquisition of all the properties and easements necessary for the construction and maintenance of the Project, as identified in Exhibit “D,” and will coordinate with the District in finalizing the plans and specifications.

1.1.1. The City shall be responsible for negotiating with and compensating the property owners for the acquisition of all easements and other real estate interests necessary for the Project. The District shall compensate the City the total amount of such real estate acquisitions based upon documentation demonstrating such amount including but not limited to settlements and jury awards, if needed. The City shall seek written approval from the District for the acquisition of any real estate interest exceeding 10% of the appraised value, as such appraisal is performed by an appraiser with a State of Ohio Certified General Appraiser License and the Appraisal Institute’s MAI designation. The City shall hold title of all easements and other real estate interests necessary for the Project, unless otherwise provided in this Agreement.

1.1.2. The City hereby authorizes the District and its contractors to access all real estate interests acquired by the City pursuant to this Agreement, including, but not limited to, temporary and permanent easements, to perform all the work necessary for the construction and maintenance of the Project.

1.1.3. Notwithstanding the above, upon completion of the Project, the City shall assign to the District any permanent easements necessary for the District to perform maintenance of the facilities located on the Regional Stormwater System, as described in the RSMP Service Agreement.

- 1.2. Compliance with Laws and Regulations. The City shall comply with all applicable local, state, and federal laws, rules, regulations, and requirements in performing the Project. The City shall apply for and obtain any permits necessary to comply with the above.
- 1.3. Project Coordination. The City shall coordinate with the District's representatives to allow sufficient time for the District to review and provide comments related to the easement real estate acquisition documents where necessary.
- 1.4. Modifications to Project Components. The City shall submit written requests for District approval to modify the budget, deadline(s), deliverables, or other components of the Project to the District at least five (5) business days prior to the desired date of execution of such modification.
- 1.5. Disbursement Requests. The City shall provide requests for disbursement to the District no more than monthly in accordance with the disbursement procedure outlined in Section 1.6 below. All disbursement requests must include the Payment Request Accuracy Verification (PRAV) and Progress Report (Exhibit "E").
- 1.6. Utilization of District Funds. The City shall use 100% of the District Funds for property acquisitions necessary for the Project, as approved by the District. Any other use of District-provided funding shall require prior written approval by the District.
 - 1.6.1. Application for Payment of Funds. The City must submit consultant invoices to the District monthly or such other timing as mutually agreed by the City and the District, prior to payment for any costs incurred by the City related to property acquisition, along with the consultant's detailed invoicing detailing the Project costs that are eligible for District payment. Any such consultant invoice submitted by the City to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

1.6.2. The City understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the City and that signature of the PRAV by such representative shall be an affirmative representation of the City that the City has verified the accuracy of the consultant invoice, that the consultant's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the City, that the consultant invoice is not in dispute by either the City or its consultant, that the City's representative recommends payment, and that the City shall pay the consultant as expeditiously as possible and consistent with City's policies following receipt of approved funds from the District and within the time period prescribed in City's contract with the consultant to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate City staff member to execute the PRAV on behalf of the City.

1.6.3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice is accompanied by a complete and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to City within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

1.6.4. All invoicing shall be in accordance with an agreed-upon format between the District and the City. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The City

shall submit proof of payment to its consultant within forty-five (45) days of the District's payment to the City. Should the City fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the City until such time that the City provides proof of payment of District approved funds to the consultant, and any failure of the City to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

1.6.5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for the design services.

1.6.6. All requests for payment of District Funds shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve the services provided for the Project.

1.6.7. The City shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.

1.6.8. The City shall bear the risk and remain solely responsible for any payments made by the City to third parties for work not approved by the District.

1.7. Project Schedule. The City shall complete the property acquisition services in accordance with a Project schedule developed by the City and approved by the District.

- 1.8. Access. The City hereby grants the District access to the public rights-of-way, and shall grant any necessary easements and/or other rights of entry to the District for access to the Project for stormwater inspection and maintenance in accordance with the RSMP Service Agreement.

SECTION 2. NORTHEAST OHIO REGIONAL SEWER DISTRICT

- 2.1. Performance of the Project. The District shall be responsible for the engineering design of the Project in accordance with the Scope of Services attached hereto as Exhibit "F", which shall involve raising the profile of Riverview Road to mitigate flooding as described in the Flood Reduction at Riverview Road in Brecksville Basis of Design Report. In addition, the District will provide all necessary drawings and legal descriptions for each easement acquired by the City.
- 2.2. Property Acquisition. In the event the District acquires real estate interests for the Project outside of this Agreement, the District will assign to the City any property rights necessary for the City to maintain the facilities that are not located on the Regional Stormwater System and that are the responsibility of the City to maintain.
- 2.3. Disbursement of District Funds. The District agrees to compensate the City one hundred percent (100%) of the City's actual costs associated with right-of-way acquisition for the Project in a total amount not-to-exceed \$250,000.00 (the "District Funds). The District shall compensate the City after receipt of documentation to the District's reasonable satisfaction and submitted in a form sufficient to allow the District to review, inspect and approve the City's invoices.

For the avoidance of doubt, the amount of District Funds described above includes all real estate acquisition costs, appropriation costs, as well as the estimated cost of the permanent and temporary easements that the City will pay to the private property owners for acquiring the property rights necessary to construct the Project in accordance with this Agreement.

In the event that the initial amount of District Funds authorized hereunder is insufficient to fully compensate the City up to one hundred percent (100%) of the City's actual

costs associated with the right-of-way acquisition for the Project, the District and the City shall discuss in good faith whether additional District funds will be added to this Agreement through an Agreement amendment. The District's disbursement of the Project costs shall be conditioned on the District's approval of the deliverables as outlined below.

- 2.4. Deliverables. All deliverables included in Exhibit "C" shall also be provided to the District.

SECTION 3. TERM

- 3.1. Expiration of Agreement. This Agreement shall expire upon successful completion of the obligations contained herein.

SECTION 4. MISCELLANEOUS

- 4.1. Execution in Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement.
- 4.2. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 4.3. Heading. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 4.4. 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).
- 4.5. Remedies. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, 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.

- 4.6. Disclaimer of Joint Venture. 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.
- 4.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 4.8. 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.
- 4.9. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 4.10. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 4.11. Relationship of Agreement to Exhibits. The Exhibits attached to this Agreement are incorporated into and made part of this Agreement though expressly rewritten herein. In the event of a conflict between the provisions of this Agreement and the Exhibits, these documents shall be given priority in the following order: 1) the District's Resolution; 2) the main body of this Agreement; 3) the Scope of Services; 4) 1606 Sheldon Road Profile Raising and Reconstruction Study; 5) Payment Request Accuracy Verification and Progress Report; and 6) the City's Ordinance.

Exhibit "A" – District's Resolution

Exhibit "B" – City's Ordinance

Exhibit "C" – City's Scope of Services

Exhibit "D" – Property Acquisition

Exhibit "E" – Payment Request Accuracy Verification and Progress Report
Exhibit "F" – District's Scope of Services

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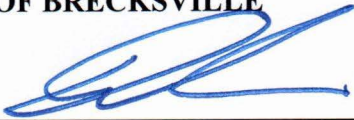
The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

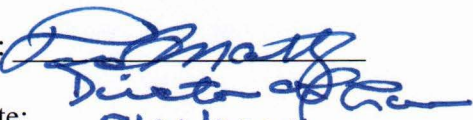
and: _____
Darnell Brown, President
Board of Trustees

CITY OF BRECKSVILLE

By:  _____ 5/21/24
Daryl Kingston
Mayor

The legal form and correctness of this instrument is approved.

Director of Law

By: 
Date: 5/21/2024

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.

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

WITH

CITY OF BRECKSVILLE

FOR

RIVERVIEW ROAD FLOOD
REDUCTION PROJECT

Total Approximate Cost: \$250,000.00

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

EXHIBIT A

EXHIBIT B

EXHIBIT C

Office of the Engineering Department

June 15, 2023
(Revised November 6, 2023)
(Revised May 1, 2024)

NEORSD/City of Brecksville
Riverview Road Flood Reduction Project
City of Brecksville Easement Acquisition
Scope of Service

Intent: To facilitate the NEORSD Riverview Road Flood Reduction Project, NEORSD has determined it is in the best interest of the project that easement acquisition be handled by the City of Brecksville.

The Brecksville Team will include: Emily Braman of Charles P. Braman & Co. Inc. (Braman), Inc. for preparation and determination of all property appraisals, City Law Director Dave Matty of Matty, Henrikson & Greve LLC. (Matty), for all legal services, City Engineer Gerald Wise of Donald G. Bohning & Assoc. Inc. (DGB), for preparation of all easement documents. Exhibits, plats, and legal descriptions will be provided by the North east Ohio regional Sewer District (NEORSD). Mayor Kingston, Law Director Matty, and City Engineer Wise on behalf of the City will facilitate resident meetings and negotiate easements.

Preparation of Easement Acquisition Documents

- DGB – Prepare all first draft easement documents
 - Coordinate with NEORSD & EMH&T to obtain will provide the easement exhibits and legal descriptions depicting the easement limits.
 - Prepare individual parcel easement verbiage for each parcel
- Matty – Review individual easement documents
- DGB & City – Schedule preliminary resident meeting to discuss upcoming project, general timeframe, and request for easements.
- Braman – Prepare easement appraisals
- DGB – Finalize easement documents based on appraisals and have final documents prepared for submission to property owners.

Estimated Fees

▪ Charles P. Braman & Co., Inc. -	\$ 12,250.00
▪ Donald G. Bohning & Assoc. Inc. -	\$ 14,500.00
▪ Matty, Henrikson & Greve LLC. -	<u>\$ 6,500.00</u>

Total = \$33,250.00



Office of the Engineering Department

Preliminary Estimation of Easement Cost

Address	PPN	Owner	Acres	SF	Cost/SF	Estimated Easement Cost
8192 Riverview Road	602-08-001	Lesinski	0.01	435.6	\$ 5.00	\$ 2,178.00
8196 Riverview Road	602-08-010	Banks	0.07	3049.2	\$ 5.00	\$ 15,246.00
8204 Riverview Road	602-08-007	Borosh	0.08	3484.8	\$ 5.00	\$ 17,424.00
8214 Riverview Road	602-08-008	Jackson	0.06	2613.6	\$ 5.00	\$ 13,068.00
8224 Riverview Road	602-08-009	Swisher	0.07	3049.2	\$ 5.00	\$ 15,246.00
8230 Riverview Road	602-08-035	Perttu	0.14	6098.4	\$ 5.00	\$ 30,492.00
8261 Wiese Road	602-23-007	Kennedy	0.03	1306.8	\$ 5.00	\$ 6,534.00
11120 Greenhaven Pkwy	602-08-012	Kazel	0.01	435.6	\$ 5.00	\$ 2,178.00

Total = \$102,366.00

Easement Presentation and Negotiation with Property Owners – Voluntary Acceptance

- DGB – Individual meetings & phone calls with property owners to discuss easement acquisition.
- DGB, Matty, & City - Negotiate easements based on voluntary acceptance.
- Matty – Prepare acquisition, purchase agreements, and legislation for all negotiated easements.
- City – Record all easement that are granted.

Estimated Fees

- Matty, Henrikson & Greve LLC. - \$ 7,500.00
- Donald G. Bohning & Assoc. Inc. - \$ 7,500.00

Total = \$15,000.00

Involuntary Easement Acquisition – If Needed (Estimate based on 2 property's)

- Matty – Initiate official City proceedings and Councilmanic actions.
- Matty – Initiate official Court proceedings
- DGB – Information and meetings as requested by Law Director.

Estimated Fees

- Matty, Henrikson & Greve LLC. - \$ 25,000.00
- Donald G. Bohning & Assoc. Inc. - \$ 2,500.00

Total = \$27,500.00

Office of the Engineering Department

Reimbursable Expenses

Recording Fees, Court Cost, Delivery Fees incurred will be invoiced as direct reimbursable cost.

Estimated Fees

- Estimated Fees - \$ 1,500.00

Total = \$1,500.00

Fees based on assumed hourly services and subject to change. Physical property acquisitions and cost are based on preliminary estimate as depicted the above chart and areas supplied by the NEORS design team. Upon authorization, the City will have property appraisals completed to determine initial offerings.

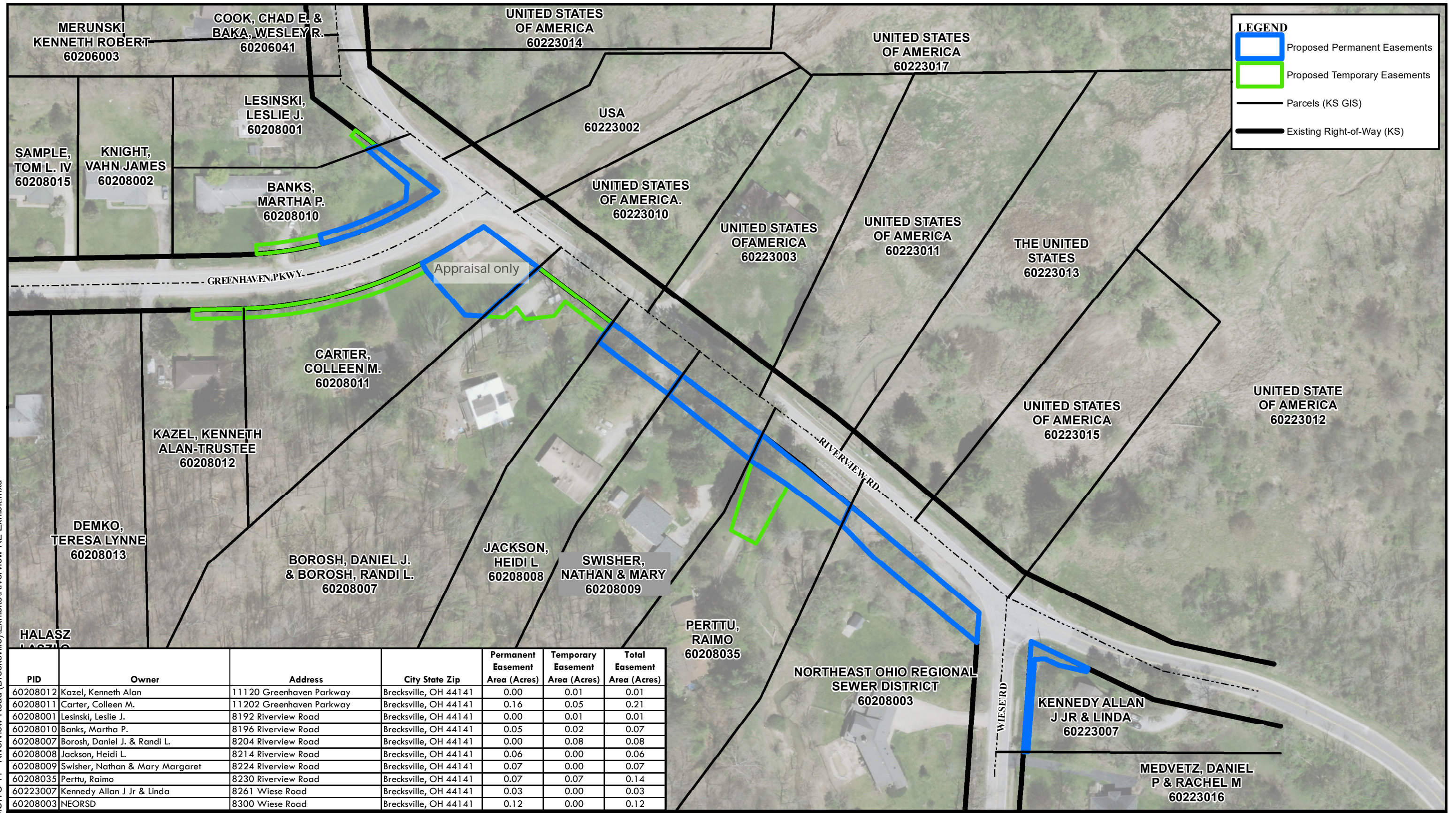
Services rendered invoiced monthly on a percentage complete basis. Fee proposals for modifications, changes and/or revisions to the Project Scope will be supplied upon request.

Sincerely,



Gerald M. Wise, P.E.
City of Brecksville Engineer

EXHIBIT D

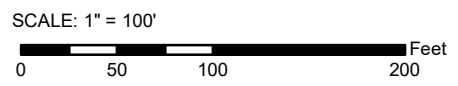


LEGEND

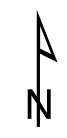
- Proposed Permanent Easements
- Proposed Temporary Easements
- Parcels (KS GIS)
- Existing Right-of-Way (KS)

PID	Owner	Address	City State Zip	Permanent Easement Area (Acres)	Temporary Easement Area (Acres)	Total Easement Area (Acres)
60208012	Kazel, Kenneth Alan	11120 Greenhaven Parkway	Brecksville, OH 44141	0.00	0.01	0.01
60208011	Carter, Colleen M.	11202 Greenhaven Parkway	Brecksville, OH 44141	0.16	0.05	0.21
60208001	Lesinski, Leslie J.	8192 Riverview Road	Brecksville, OH 44141	0.00	0.01	0.01
60208010	Banks, Martha P.	8196 Riverview Road	Brecksville, OH 44141	0.05	0.02	0.07
60208007	Borosh, Daniel J. & Randi L.	8204 Riverview Road	Brecksville, OH 44141	0.00	0.08	0.08
60208008	Jackson, Heidi L.	8214 Riverview Road	Brecksville, OH 44141	0.06	0.00	0.06
60208009	Swisher, Nathan & Mary Margaret	8224 Riverview Road	Brecksville, OH 44141	0.07	0.00	0.07
60208035	Perttu, Raimo	8230 Riverview Road	Brecksville, OH 44141	0.07	0.07	0.14
60223007	Kennedy Allan J Jr & Linda	8261 Wiese Road	Brecksville, OH 44141	0.03	0.00	0.03
60208003	NEORS	8300 Wiese Road	Brecksville, OH 44141	0.12	0.00	0.12

EMH&T
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com



CITY OF BRECKSVILLE, CUYAHOGA COUNTY, OHIO
PROJECT 1635: CSPA04 - Flood Reduction at Riverview Road in Brecksville
DRAFT Proposed Real Estate Exhibit
April 2024



Source:

Path: J:\20210275\GIS\TO 11 - Riverview Road (Brecksville)\Exhibits\Riverview RE Exhibit.mxd

EXHIBIT E

**Regional Stormwater Management Program Project
PAYMENT REQUEST ACCURACY VERIFICATION AND PROGRESS REPORT**

Project Information

Project Partner: _____

Project Title: _____

Payment Request Amount: _____

Authorized Signature

Pursuant to the terms of the Agreement between the Project Partner and the Northeast Ohio Regional Sewer District (the "District") for the above-referenced Project, I am the duly authorized representative of the Project Partner with respect to said Agreement and related consultant invoices/contractor pay/draw applications.

I hereby verify that the consultant invoice/contractor pay/draw application attached hereto from consultant/contractor is accurate, that the consultant's/contractor's materials and/or services reflected in the consultant invoice/contractor pay/draw application was furnished and performed in accordance with the conditions of the contract for the work and is to the satisfaction of the Project Partner, that the consultant invoice/contractor pay/draw application is not in dispute by the consultant/contractor or the Project Partner, that I recommend payment of same, and that information contained therein is true and correct to the best of my knowledge.

I also confirm that the Project Partner shall pay the consultant/contractor such District-approved amount distributed to the Project Partner as expeditiously as possible following receipt of funds from the District and within the time period prescribed in the Project Partner's contract with the contractor/consultant to avoid any late fees or other penalties for late payment.

Further, I confirm that all information included in the Progress Report is verified and accurate.

Name (print or type): _____

Title: _____

Telephone Number: _____

Email Address: _____

Signature: _____

Date: _____

Progress Report

Provide a summary of the accomplishments with respect to objectives, degree of completion based on the Project application, and any problems encountered. Progress Reports must be submitted with all payment requests.

- 1) Summarize progress and/or accomplishments during this reporting period as related to your project implementation schedule. (500 word maximum)

2) Difficulties and delays encountered during this reporting period. (500 word maximum)

EXHIBIT F

**STORMWATER GES3- 1497H: TASK ORDER #11
RIVERVIEW ROAD AND GREENHAVEN PARKWAY IN BRECKSVILLE
FINAL ENGINEERING
PROJECT NO. 1635
CITY OF BRECKSVILLE, OHIO
NOVEMBER 2022**

The Scope of Services set forth herein defines the work to be performed by the CONSULTANT in completing the Task/Project. Both the DISTRICT and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

SERVICES TO BE PERFORMED

- Task 1. Pre-design (not included in this scope of services)
- Task 2. Design (included in this scope of services)
- Task 3. Bid and Award (not included in this scope of services)
- Task 4. Construction Administration Support (not included in this scope of services)
- Task 5. Closeout (not included in this scope of services)
- Task 6. Allowances (none)

The Scope of Services for the Project shall consist of the tasks outlined above. Pre-Design services were completed under a prior authorization.

The CONSULTANT has communicated with the DISTRICT's personnel to refine the Project needs and deliver this Scope of Services. The CONSULTANT shall carefully consider the input by the DISTRICT's staff; however, based on the CONSULTANT's own experience and ability, CONSULTANT shall be solely responsible for providing complete, quality deliverables in accordance with the requirements of the Scope of Services.

The work to be provided under this scope of services will be in completed and delivered to the DISTRICT in accordance with our General Engineering Services (GES) 1497H agreement, including, but not necessarily limited to, the items listed below.

- Use of the DISTRICT's Sharefile site to transfer deliverables and workflow related documents.
- Deliverables shall be submitted in both PDF and native file format.
- Deliverables shall conform to DISTRICT policy regarding the use of non-proprietary software.

Project Intent

Sedimentation and flooding at Riverview Road in the City of Brecksville has been a DISTRICT and local concern for many years. Erosion in the upper watershed generates a sediment volume under rainfall events that is greater than the downstream channel system can transport without depositing excess material near Riverview Road. The sedimentation has led to poor performance of the culverts under Riverview Road at the Greenhaven Parkway and Wiese Road storm system outfalls, causing localized flooding and requiring a repetitive maintenance effort for DISTRICT staff, and temporary road closures that impede adjacent property owners and other users of Riverview Road.

The overall intent of this project is to elevate Riverview Road from a point north of Greenhaven Parkway to a point south of Wiese Road as shown in the Concept Plan prepared during the Pre-Design phase to reduce the frequency of floodwaters overtopping the roadway. The two existing box culverts crossing Riverview Road near Greenhaven Parkway and Wiese Road will be replaced as part of this project. A copy of the Concept Plan is attached to this proposal for reference.

Project Goals and Considerations

- Reduce surface flooding risk at Riverview Road
- Increase the capacity of the Riverview Road culverts.
- Minimize long term operation and maintenance requirements for the proposed improvements.

Observations, Potential Obstacles, and Opportunities

- **Property Interests on Private Properties:** Recommended improvements directly along Riverview Road will require easements on private properties, including property owned by the National Park Service.
- **Stakeholders:** There are numerous stakeholders who will be directly impacted by the recommended improvements. Property owners within the study area are a key stakeholder, along with the City of Brecksville, Cuyahoga County, and the National Park Service (NPS).
- **Maintenance of Traffic:** CONSULTANT will coordinate with DISTRICT, City, and County staff regarding Maintenance of Traffic requirements for the project. CONSULTANT assumes access will be required for all occupied properties along Riverview Road, but the roadway will be closed to through traffic between Greenhaven Parkway and Wiese Road during construction.

Project Schedule

The CONSULTANT shall utilize the following schedule milestones in the preparation of the Project baseline schedule, unless other dates are approved by the DISTRICT:

- **Task 2 – Final Design and Permitting.** This task includes several milestones, which are identified below along with the anticipated duration.

1. Task 2A – Draft (60%) Design Plans: CONSULTANT will provide the 60% design submittal to the DISTRICT for review within 5 months from Notice to Proceed. CONSULTANT assumes DISTRICT and stakeholders will provide review comments within 1 month after receipt of the submittal.
2. Task 2B – Draft (90%) Design Plans: CONSULTANT will provide the 90% design submittal to the DISTRICT for review within 3 months from receipt of 60% review comments. CONSULTANT assumes DISTRICT and stakeholders will provide review comments within 1 month after receipt of the submittal.
3. Task 2C – Final (100%) Design Plans: CONSULTANT will provide the 100% design submittal to the DISTRICT for review within 2 months from receipt of 90% review comments. CONSULTANT assumes DISTRICT and stakeholders will provide review comments within 1 month after receipt of the submittal.
4. Task 2D - District Plan Approval/Signature: We will perform any necessary final plan revisions to address DISTRICT comments and resubmit the final plans to the DISTRICT for approval/plan signature.

CONSULTANT shall adhere to the DISTRICT's approved baseline schedule; changes to the baseline schedule during the Task/Project require DISTRICT review and approval. CONSULTANT shall follow the DISTRICT's Schedule Guidance Document in the preparation of the baseline schedule and for regular schedule progress updates; however, some deviations from the guidance document may be allowed if approved by the DISTRICT's Project Manager.

Project Management

Project management is a critical activity to be integrated with the execution of all Tasks. CONSULTANT shall utilize procedures related to cost estimating, scheduling, project documentation, and others as necessary to enhance budget, scope, and time management for the Project.

In order to ensure that this Project is successfully completed in a timely manner and to the satisfaction of the DISTRICT, project management items include, but are not limited to, the following:

1. CONSULTANT will hold a kick-off meeting with the DISTRICT at the outset of the project. A separate kick-off meeting may be held with representatives of the City of Brecksville and other stakeholders.
2. CONSULTANT and the DISTRICT PM will hold weekly telephone discussions as required throughout the duration of the design phase of the project. Four (4) formal progress meetings with DISTRICT staff are anticipated during the design phase of the project.
3. CONSULTANT shall conduct up to two (2) stakeholder involvement meetings, at the direction of the DISTRICT

TASK 2: DESIGN OF ROADWAY RECONSTRUCTION; PERMITTING SUPPORT

The CONSULTANT shall develop engineering plans with specifications specific to the project

improvements that will be included in the DISTRICT'S required bid documents. These construction documents will be suitable for supporting a competitive bidding process. The plans will indicate the layout, plans, sections, and details of the PROJECT. The engineering plans will be prepared using AutoCAD. An Engineer's Opinion of Probable Construction Costs (EOPCC) shall be prepared for each design submittal. A Class 2 American Association of Cost Engineers (AACE) EOPCC will be submitted with the final design.

Assumptions

- The proposed Riverview Road profile and replacement culverts will be consistent with the Concept Plan prepared by CONSULTANT in the Pre-Design phase.
- Riverview Road will be closed to through traffic between Greenhaven Parkway and Wiese Road during construction. Access will be provided to all occupied properties.
- CONSULTANT shall reference the current ODOT Construction and Materials Specifications for the proposed roadway improvements.
- Post-construction best management practices required for OhioEPA NPDES compliance, if necessary, will be addressed by roadside vegetated filter strips or vegetated biofilter designed according to the ODOT Location & Design Manual.
- This scope includes design services for the following modification or relocation of utilities:
 - Replacement of the existing water main within the project limits.
 - Adjustment of sanitary sewer manhole castings within the project limits.

Modification or relocation of other utilities, including but not limited to, sanitary sewer piping, gas main, and overhead electric and communication lines, is not included in this scope. Modification of these utilities within the right-of-way is assumed to be the responsibility of the utility owner.

All Task 2 deliverables shall be submitted in the following quantities unless otherwise noted.

One indexed PDF electronic copy of the 60% design, 90% design, and final engineering plans, and other construction and permit related documents.

Original electronic files in native form of the permit related documents

Coordination with Other Entities: CONSULTANT is responsible for taking into consideration past, present, and future work of other public and private entities potentially affecting the PROJECT. To meet this requirement, CONSULTANT will coordinate with the entities listed below, beginning with the draft design phase.

- City of Brecksville
- Cuyahoga County Department of Public Works
- Cuyahoga Valley National Park (CVNP)
- Public and Private Utility Owners

All coordination by the CONSULTANT with the City of Brecksville, Cuyahoga County Department of Public Works, and CVNP will be through DISTRICT personnel. CONSULTANT will not directly contact the City, Cuyahoga County Department of Public Works, and CVNP without prior direction from the DISTRICT.

Task 2A: Draft (60%) Design Plans

The Draft Design plan task will include the preparation of the information summarized below.

1. Additional topographic and boundary survey of the project site will be conducted under this phase of the project by KS Associates (KS), which will rely on coordination with the Ohio Underground Protection Service (OUPS) and site record plans to identify the location of utilities. KS previously performed topographic surveying of the Riverview Road right-of-way during the Pre-Design phase. Additional topographic surveying will be performed to cover the entire project extents identified in the Concept Plan, including proposed work areas outside the right-of-way on residential parcels on the west side of Riverview Road. Additional topographic surveying will be performed to collect current (following completion of dredging performed by DISTRICT) contours for the ditch near Greenhaven Parkway from the downstream side of Riverview Road to a point approximately 500 feet into the Fawn Pond site. This scope assumes the ditch can be accessed on foot. Extents of the supplemental field surveying are shown on the attached exhibit.

Performance of Subsurface Utility Engineering (SUE) services is not currently proposed under this scope of services.

Please note that this effort will not include research of existing easements on the property, other than requesting easement information from utility owners. CONSULTANT has assumed easement research and determinations has been performed by the DISTRICT for the previously acquired property and will be performed by the DISTRICT for adjoining properties as part of any title research performed for the acquisition of drainage/maintenance easements.

2. The topographic, boundary, and utility base map for the project site will be updated, using the results of the field survey effort and supplemented by available GIS data for areas immediately surrounding the project work limits. Prior basemapping for Picha Lake will also be updated based on as-built topographic contours provided by the DISTRICT following completion of Project 1640. CONSULTANT will not perform additional field surveying in support of this effort.
3. We will perform engineering field reconnaissance to update documentation of existing field conditions along the project work limits.
4. We will perform a supplemental geotechnical investigation required to support the final design of the proposed roadway and culvert construction. The effort includes a subsurface investigation, laboratory testing, and evaluation of in situ soils. Rock coring will not be performed by the CONSULTANT. It is assumed that the proposed drilling sites will be located along or adjacent to the existing roadway and no other special permission will be required. Soil and groundwater at the drill sites are assumed to be free of contamination, thus no special care, health and safety plan, and handling is needed during field operations and laboratory work.

Specific soil borings and geotechnical design recommendations will be provided for the following features:

- Roadway pavement section design, including an updated CBR value.
- Roadway subgrade preparation, including updated recommendations on soil stabilization and/or undercutting, if warranted.
- Structure foundation design, including recommendations for potential subgrade stabilization and/or deep foundations should spread footings be deemed not practical at the site. Anticipated that 2 borings will be performed at each culvert group (4 total) location along Riverview Road.

Refer to the enclosed proposal from CTL Engineering for additional information on the subsurface exploration tasks for the project.

5. We will perform the design analysis described below.
 - a. We will design plans to reconstruct the roadway along its current alignment at the desired flood protection elevation as shown in the Pre-Design Concept Plan.
 - a. Existing roadway lane dimensions will be maintained. Design guidance from the City of Brecksville, Cuyahoga County, and ODOT Location & Design Manual will be referenced, as applicable.
 - b. The following subtasks will be completed in the design and documentation of the roadway improvement plans:
 - i. Roadway plan title sheet.
 - ii. Typical roadway and pavement sections. Pavement composition design and recommendations will be provided in accordance with the design procedures outlined within the Ohio Department of Transportation Pavement Design Manual. A CBR value will be calculated and provided by the Geotechnical Engineer, for use in the pavement design.
 - iii. Survey control and centerline data sheet.
 - iv. Plan specifications, notes, and details. A plan legend will also be included.
 - v. Development of construction erosion and sediment control plans.
 - vi. Development of project bid quantities.
 - vii. Preparation of plan and profile sheets. Proposed roadway, guardrail, right of way impacts, etc. will be illustrated on the plans. A roadway centerline profile will also be provided. 1"=20' scale plans sheets are assumed.
 - viii. Cross sections will be provided at 50-foot intervals, detailing roadway and shoulder elevations, grades, slopes, etc. The cross sections will indicate and include existing and proposed utilities within cross sections.
 - ix. Layout and profile design of roadside ditches. Hydraulic calculations will also be prepared to validate the sizing of the ditch cross section. A

- drainage tributary area map will be developed to support the calculations.
- x. Design and profiling of any localized storm sewerage for the drainage of the roadway. Hydraulic calculations will also be prepared for the sizing of the storm sewer. The design of the box culverts is identified below, and is not included within this sub-task.
 - xi. Intersection and driveway detailed grading.
 - xii. Development of plans for the maintenance of vehicular through or around the work zone. It is assumed that through traffic on Riverview Road will be detoured between Greenhaven Parkway and Wiese Road.
 - xiii. Design and detailing of pavement markings and traffic signage.
- c. The following tasks will be completed in the design and documentation of the culvert replacement plans:
- i. Proposed combined 20'x7' Box Culvert and 12'x4' Overflow Box Culvert
 1. Precast concrete four sided box sections will be utilized under Riverview Road as the primary section to replace the existing structure.
 2. As precast structures cannot accommodate the high skew construction needed to avoid the existing 24" Sanitary Sewer on the east side of Riverview Road, the plans will detail a custom high skew cast-in-place concrete box section on the north side of the road. We will load rate the cast-in-place portion of the culvert while the precast section's load rating will be the responsibility of the culvert manufacturer.
 3. We will design and detail a custom combined concrete headwall at the east end of the culvert.
 4. On the west side of the road we will design and detail a custom junction chamber than combines the two box culverts with the existing 48" diameter pipe and 58"x91" pipe from Greenhaven Parkway. We will also detail the junction chamber to receive overland flood routing from Greenhaven Parkway.
 5. The culvert and its component designs will adhere to AASHTO LRFD standards. Use of standard guardrail (ODOT MGS) over the culverts is assumed.
 - ii. Proposed 20'x11' Four Sided Box Culvert
 1. Precast concrete four sided box sections will be utilized under Riverview Road as the primary section to replace the existing structure.
 2. As precast structures cannot accommodate the high skew construction needed to avoid the existing 24" Sanitary Sewer on the east side of Riverview Road, the plans will detail a custom high skew cast-in-place concrete box section on the east side of the road. We will load rate the cast-in-place portion of the

- culvert while the precast section's load rating will be the responsibility of the culvert manufacturer.
3. We will design and detail custom concrete headwalls on both sides of Riverview Road.
 4. The culvert and its component designs will adhere to AASHTO LRFD standards. Use of standard guardrail (ODOT MGS) over the culverts is assumed.
- b. We will update the Pre-Design hydraulic calculations for the proposed box culverts using the FHWA HY-8 computer program. Calculations will be performed following allowable headwater requirements determined in the Pre-Design phase with DISTRICT staff. A parallel set of headwater calculations will be prepared following Cuyahoga County requirements.
 - c. We will revise the final PCSWMM model prepared during the Pre-Design phase to address review comments provided from the SWMMDM team dated November 14, 2022, and include the final culvert sizes, proposed storm sewer, and roadway profile as reflected in the 2-dimensional mesh. PCSWMM model updates will follow the District's current stormwater modeling standards (currently Hydrologic and Hydraulic Modeling for Stormwater Systems – Standards and Protocols v1.02), unless approved by the DISTRICT. No other modifications to the PCSWMM model prepared during the Pre-Design phase are included in this scope of work.
6. We will prepare a draft Summary Design Memorandum detailing the design analysis associated with the improvements. The memorandum will be prepared and presented as part of the 60% Design Plan submittal.
 7. The draft (60%) design plans will be developed using the DISTRICT's sheet format and numbering system. The plan sheet set-up will include the items listed below.
 - a. Title Sheet, including Sheet Index.
 - b. General notes with specifications.
 - c. Survey benchmark locations and descriptions.
 - d. Existing topography, planimetric features, utilities, property boundaries and rights-of-way with notes explaining the disposition of existing utilities with respect to the proposed improvements.
 - e. Utility easements will be shown as depicted on information provided to us by the utility owners or the DISTRICT (obtained through any title research performed as part of the process to acquire land and future channel easements).
 - f. Existing conditions and demolition plans.
 - g. Proposed roadway typical sections, plan and profile sheets, and cross sections at 50-foot intervals and all other necessary locations.
 - h. Limits and extent of regulatory features, including features identified by the ecological survey performed by others, as well as the surveyed OHWM's, and stream setbacks mandated by local, state or federal regulations.
 - i. Water main replacement plans.
 - j. Sanitary sewer manhole casting adjustment plans.
 - k. Storm sewer plans.

- l. Proposed culvert plans.
 - m. Erosion and sediment control plan sheet, including notes and details.
 - n. Site restoration plan and details.
 - o. Site access and staging plans.
 - p. Standard drawings, typical sections and associated specifications.
 - q. Miscellaneous detail plans.
 - r. The boundaries of permanent drainage/maintenance easements to be procured by the DISTRICT.
 - s. The boundaries of temporary construction easements to be procured by the DISTRICT.
 - t. Maintenance of traffic – a draft detour plan will be provided assuming closure of Riverview Road to through traffic between Greenhaven Parkway and Wiese Road.
8. An Engineer's Opinion of Probable Construction Cost. Prepare a Class 4 Construction Cost Estimate as part of the draft design process.
9. Specifications. Prepare the items described below.
- a. List of bid items.
 - b. Table of Contents of technical specifications. List shall indicate deviations from the DISTRICT's standard specifications.
10. QC Report: The CONSULTANT shall provide documentation of CONSULTANT's internal review.
11. Easement materials:
- a. Easement exhibit showing proposed areas of temporary and permanent stormwater easements.
 - b. Legal descriptions and plat drawings for all temporary and permanent stormwater easements upon approval of the proposed areas by the DISTRICT. We have assumed up to 15 total temporary or permanent easement descriptions. We will provide the DISTRICT with original descriptions and drawings for each easement, stamped by a State of Ohio Registered Professional Surveyor.
12. Required federal, state, and local permits.
- a. USACE – Prepare an application for a Nationwide Permit (NWP) representing the roadway and culvert improvement project. The CONSULTANT will prepare the items listed below in support of the NWP application. We have assumed the ecological survey performed by others will be used to support the waterway permitting process.
 - The 60% design plans will be the basis for any supporting exhibits for the permit application. The design documents will depict Ordinary High Water Mark (OHWM) and other environmental indicators relevant to the permitting process. The design document will specifically note construction-phase Best Management Practices in support of obtaining a waiver from the Ohio DNR in-water work exclusion dates.

- Prepare the Pre-construction Notification (PCN) and a comprehensive cover letter providing a project description and summary statement, and following the DISTRICT'S standard format.
 - The NWP application will include a waiver request to exceed certain terms and conditions of the NWP, if that becomes necessary for the project. Requests to waive or revise the in-water work exclusion dates required by Ohio DNR in association with the NWP will also be included, using a format provided by the DISTRICT.
 - The draft application documents will be submitted to the DISTRICT. The DISTRICT will then finalize the application for submission to the permitting agency. We will support the DISTRICT in responding to comments from the U.S. Army Corps of Engineers on the NWP application.
- b. Ohio EPA - If a Director's Authorization from the Ohio EPA is deemed necessary, we understand the DISTRICT will prepare that application and the CONSULTANT will provide supporting documentation, such as related to demonstration of project alternatives to support the preferred design approach and to document the project is self-mitigating.
- c. Floodplain Permitting – FEMA has mapped the project site in a Zone X, area located outside the 100-year floodplain. Floodplain permitting through the City of Brecksville is not required.

The draft design plans will be provided to the DISTRICT for review and comment. CONSULTANT expects to engage in a telephone/video conversation with the DISTRICT PM to discuss plan contents, specifications and permitting documents, and the DISTRICT's review comments. CONSULTANT will also share the draft plans with utility owners to make them aware of the project improvements and obtain their feedback.

Task 2B: Draft 90% Design

The 90% design task will take into consideration comments made during the draft plan submittal and review. The CONSULTANT'S 90% plan submittal to the DISTRICT shall include the following:

1. A complete set of engineering plans, addressing the DISTRICT's comments and providing more design clarity where needed. A Detour Plan will be added in this submittal for Maintenance of Traffic purposes.
2. Load rating of the custom box beam end sections. Rating will be completed using spreadsheet calculations and will be in accords with ODOT Bridge Design Manual requirements.
3. The Bid Booklet (Volumes 1, 2 and 3), including 90% versions of the technical specifications.
4. Assist the DISTRICT in responding to any comments from the regulatory agencies on the waterway permit applications.

5. Revised Summary Design Memorandum, including an estimated construction schedule.
6. An updated engineer's opinion of probable construction cost. Prepare a Class 3 AACE Construction Cost Estimate as part of the final design process.
7. If more than one (1) acre is planned to be disturbed by the project, prepare a final SWPPP using the DISTRICT's standard template outline. The CONSULTANT shall prepare the SWPPP and supporting documents as may be required to obtain a NOI permit from the Ohio EPA and local stormwater permitting regulations. The DISTRICT will complete the NOI application for submission to the Ohio EPA. The CONSULTANT shall provide all SWPPP documentation pursuant to the standards as provided in the latest Ohio DNR "Rainwater and Land Development Manual".
8. MBE/WBE/SBE participation analysis.

The 90% design plans will be provided to the DISTRICT for review and comment. The CONSULTANT will submit one set of the 90% design Plans to the City of Brecksville and Cuyahoga County for their review along with the associated technical documentation. We expect to participate in a design review meeting with the DISTRICT PM to discuss plan contents, specifications and permitting documents, and the DISTRICT's review comments. We will also share the 90% design plans with utility owners to obtain their feedback.

Task 2C: Final Design Plans

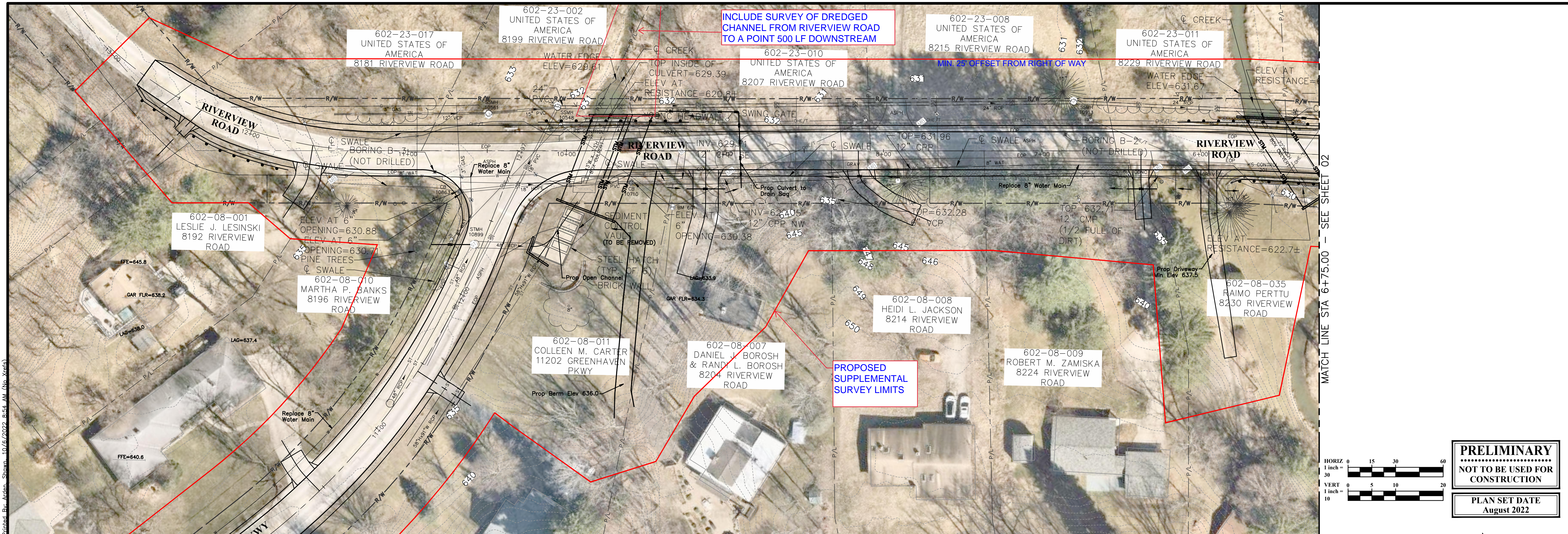
The final design plans will take into consideration comments made during the draft plan submittal and review. The CONSULTANT'S final plan submittal to the DISTRICT shall include the following:

1. A complete set of final draft engineering plans, addressing the DISTRICT's comments and providing more design clarity where needed.
2. Bid Booklet (Volumes 1, 2 and 3), including final versions of the technical specifications and the Excel version of the Bid Form.
3. Final construction schedule.
4. Final Technical Memorandum.
5. A final engineer's opinion of probable construction cost. Prepare a Class 2 Construction Cost Estimate as part of the final design process.
6. Final SWPPP.
7. At the direction of the DISTRICT, we will submit one set of the Final Design Plans to the City of Brecksville and Cuyahoga County for their review and comment.
8. MBE/WBE/SBE participation analysis.

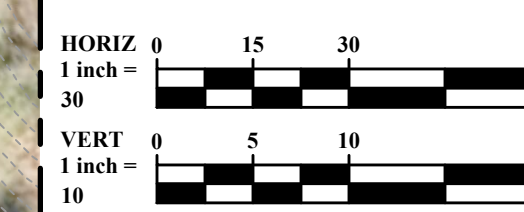
The design documents listed above be provided to the DISTRICT for review in electronic format.

Task 2D: District Plan Approval/Signature and City Plan/Permit Approval

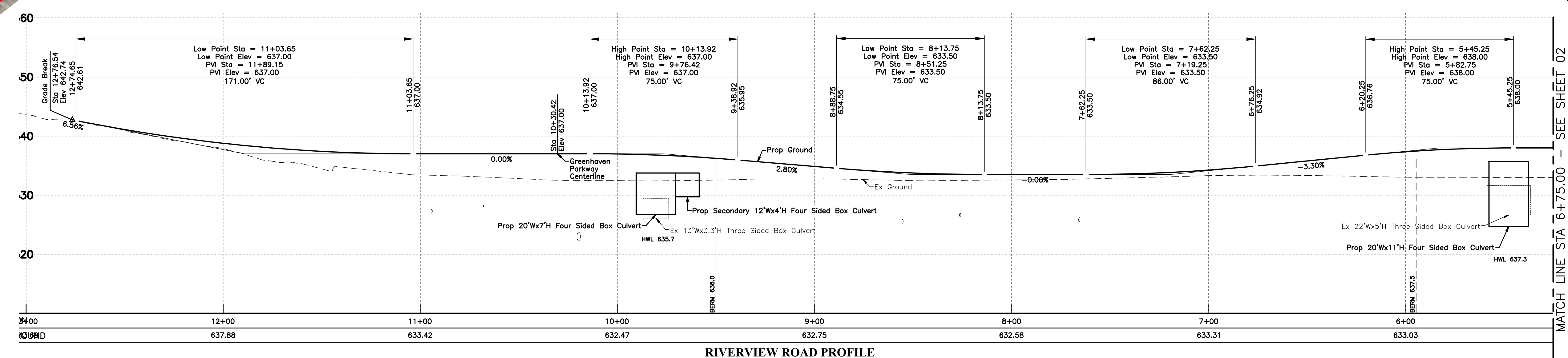
If required, the final plans will be revised to address DISTRICT review comments and resubmitted for approval/plan signature. Once the DISTRICT signs the engineering plans, the CONSULTANT will submit the final design plans, approved permits, and signed easements to the City of Brecksville for their final approval/signature.



MATCH LINE STA 6+75.00 - SEE SHEET 02



PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 PLAN SET DATE
 August 2022



MATCH LINE STA 6+75.00 - SEE SHEET 02

REVISIONS		
MARK	DATE	DESCRIPTION

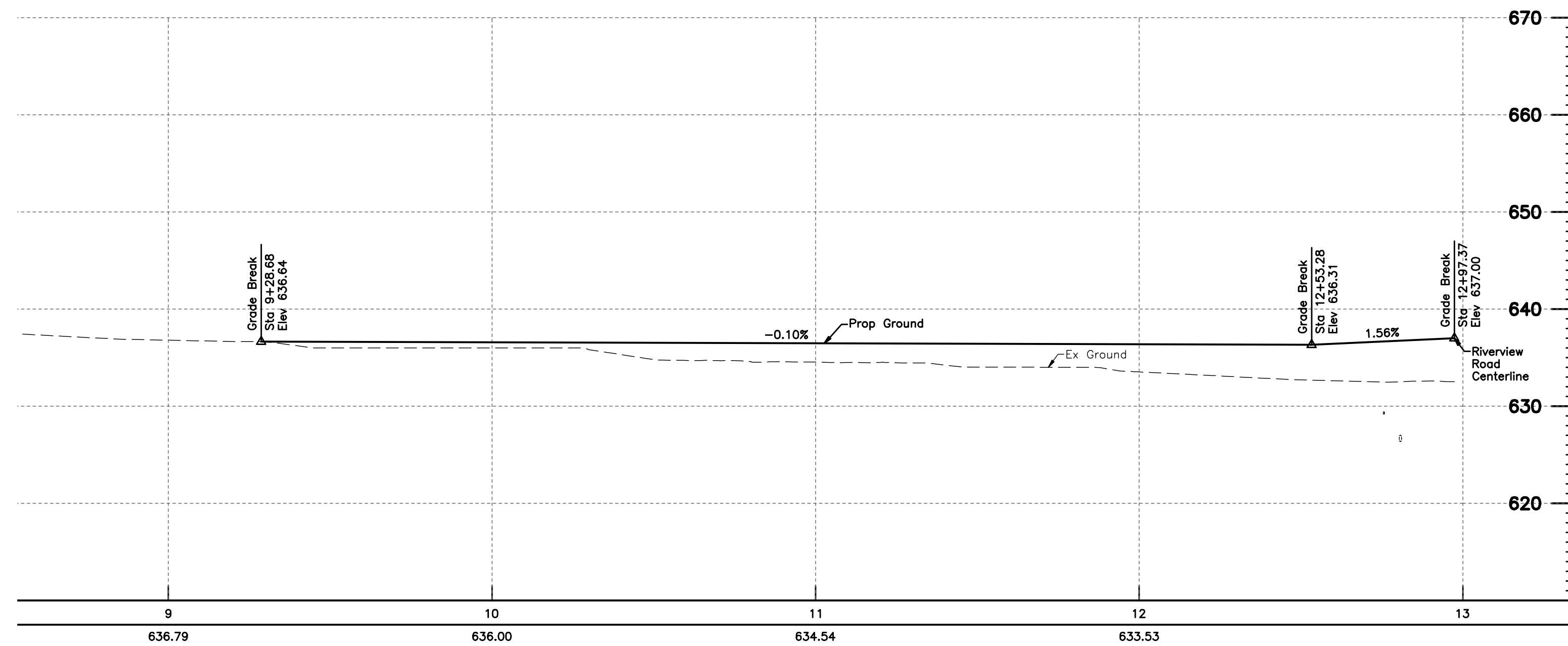
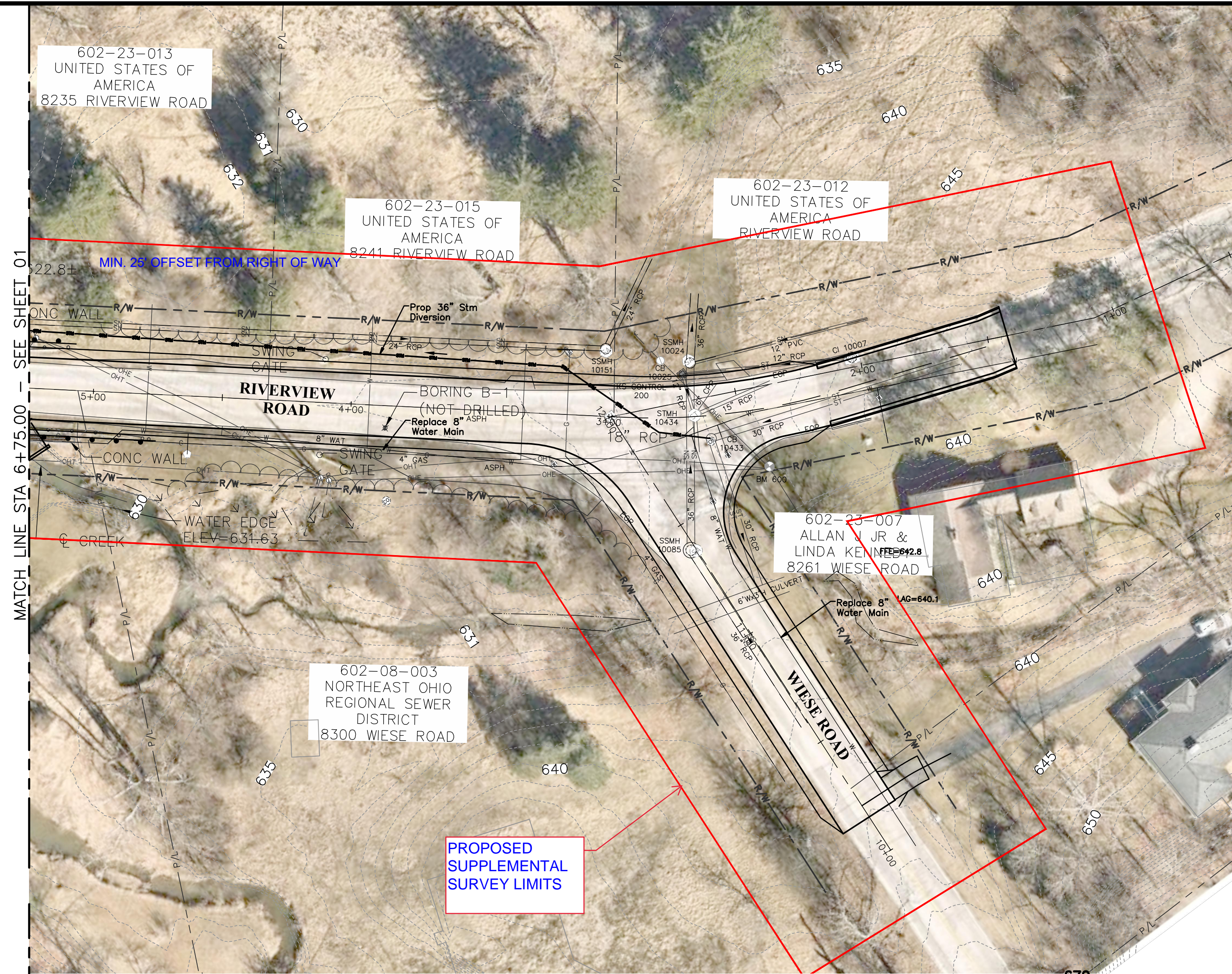


EXHIBIT 5-3: RIVERVIEW ROAD

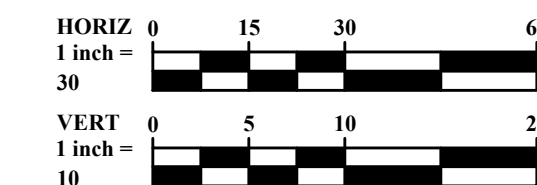
BRECKSVILLE, CUYAHOGA COUNTY, OHIO
 CONCEPT PLAN
 FOR
**PROJECT 1635: FLOOD REDUCTION
 AT RIVERVIEW ROAD IN
 BRECKSVILLE**

DATE	May 2022	JOB NO.	2021-0275
SCALE	Horiz: 1" = 30' Vert: 1" = 10'	SHEET	01/02

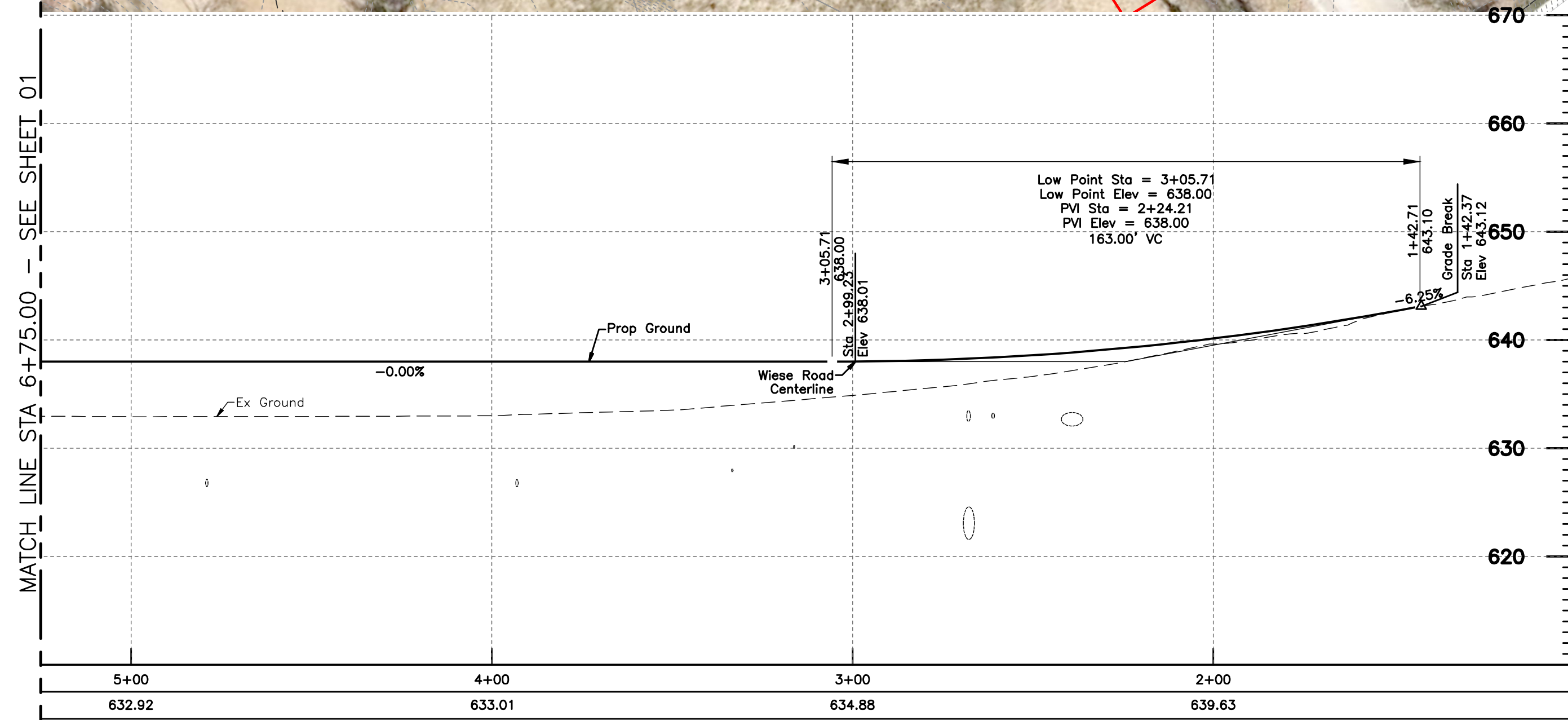
D:\2021\0275\Contract\Process\10_11 - Riverview Road - Revison.dwg - Last Saved: 10/16/2022 8:52 AM - Last Printed: 10/16/2022 8:54 AM (No Xrefs)



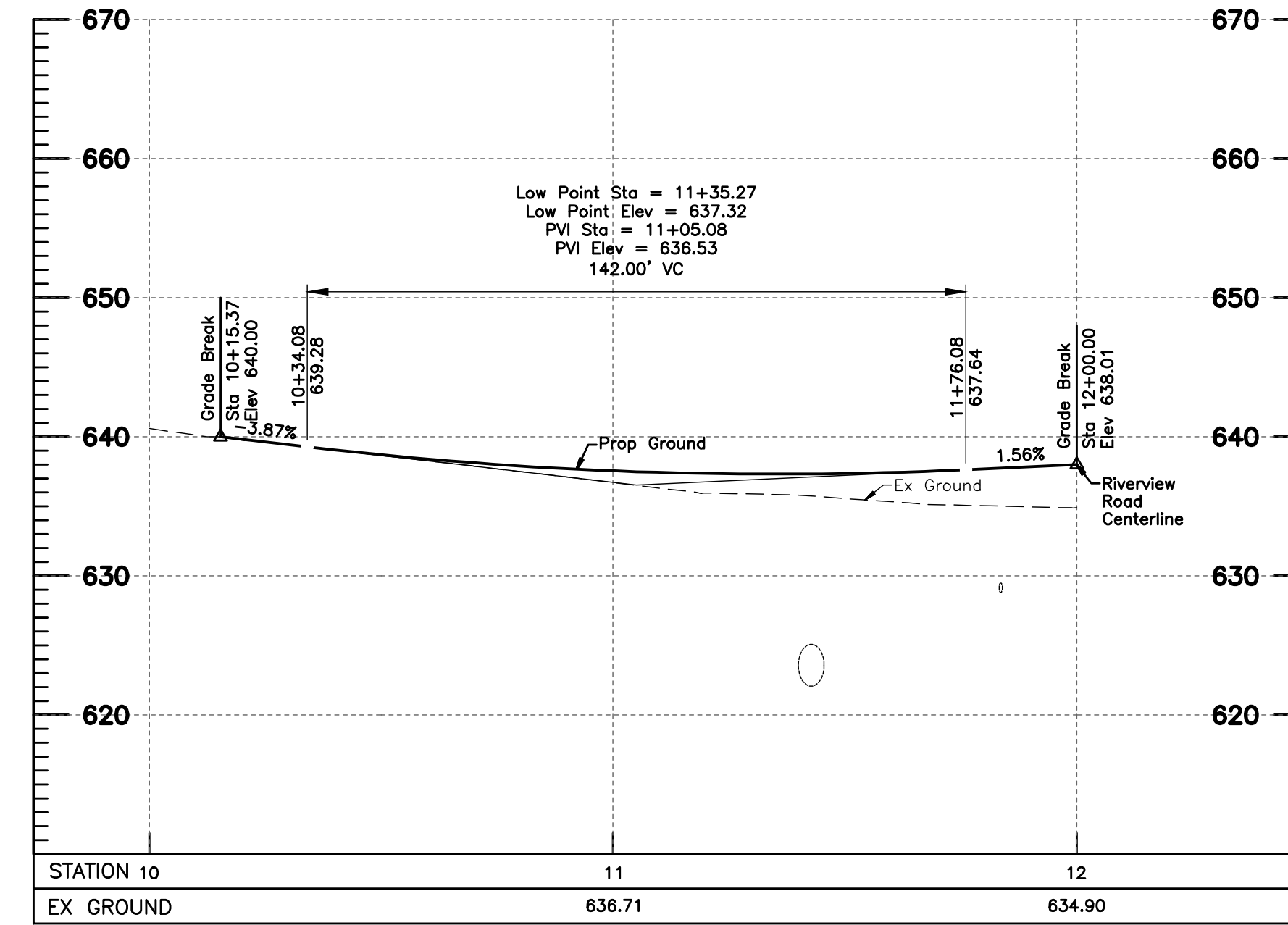
GREENHAVEN PARKWAY PROFILE



PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 PLAN SET DATE
 August 2022



RIVERVIEW ROAD PROFILE



WISE ROAD PROFILE

REVISIONS		
MARK	DATE	DESCRIPTION



EXHIBIT 5-3: RIVERVIEW ROAD

BRECKSVILLE, CUYAHOGA COUNTY, OHIO
 CONCEPT PLAN
 FOR
**PROJECT 1635: FLOOD REDUCTION
 AT RIVERVIEW ROAD IN
 BRECKSVILLE**

DATE	JOB NO.
May 2022	2021-0275
SCALE	SHEET
Horiz: 1" = 30' Vert: 1" = 10'	02/02

November 7, 2022

EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road
Columbus, Ohio 43054

Attention: Mr. Shawn Arden, PE, CFM
Municipal Services Manager, Principal
Water Resources Engineering

Reference: Proposal for Additional Geotechnical Engineering - Updated
NEORS D GES3-1497H – Task Order No. 2
Riverview Road Updates-Culverts
Brecksville, Cuyahoga County, Ohio
NEORS D Project No. 1635

CTL Proposal No. 21050013CLE-PA

Mr. Arden:

In response to your request, CTL Engineering (CTL) is pleased to submit this proposal for Geotechnical engineering services for the above referenced project. Task order number 2 additional services consists of the followings:

- Update roadway pavement section design and CBR
- Update recommendations for roadway subgrade stabilization
- Foundation design recommendations for the proposed culvert groups.
- Provide findings in updated Geotechnical Data Report and Geotechnical Design Memo.

Scope of Work:

CTL plans to advance four (4) soil borings at depths ranging from 30 to 60 feet deep at the proposed culverts. The test borings may be performed using a truck-mounted drill rig. Test borings will be utilized to collect soil samples for visual classification and laboratory testing, identify groundwater levels at the boring locations. Drilling and soil sampling will be performed in accordance with applicable ASTM procedures. Soil samples will be obtained at 2.5-foot intervals in the upper 20 feet and at 5-foot interval thereafter. Soil samples obtained from drilling operation will be visually classified in the field by the drillers then in our laboratories by laboratory personnel under the direct supervision of a geotechnical engineer.

Rock coring is not included in our scope of work. The borings will be used to identify the condition of the existing subsurface soils for the support of the proposed culvert and associated structures.

Anticipated laboratory testing of Split Spoon and Shelby Tube samples will include visual classification and moisture content of all samples, gradation and Atterberg limits of selected samples, direct shear, consolidation, and unconfined compression.

Soil data obtained from field and laboratory testing will be analyzed to determine the existing soil conditions and to develop subsurface models needed for evaluating settlement and bearing capacity for the support of proposed culverts.

Procedure:

CTL services will include the following items:

- A. Mark the soil boring locations (surface elevations by others).
- B. Contact Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.
- C. Drill the test borings in the proposed area.
- D. Field and laboratory testing in accordance with ASTM specifications.
- E. Engineering evaluation and reporting to include:
 - A. Geotechnical Data Report (GDR):
 1. General description of site.
 2. Boring logs and soil profile to include:
 - a. Surface elevation at each test boring location.
 - b. Thickness of topsoil fills and subsoil strata.
 - c. Groundwater encountered during drilling, and at completion.
 - d. Standard penetration and moisture content as a function of depth.
 3. Existing subsurface conditions.
 - B. Preliminary Geotechnical Design Memo to include:
 1. Subgrade evaluation and recommendation for pavement design section.
 2. Recommendation for culvert support

COST ESTIMATE

CTL will invoice its services at the following rates:

Field Testing – Soil Borings*

Work Item	Estimated Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	LS	\$1,075.00	\$1,075.00
SPT Sampling (0 to 30 ft.)	120	feet	\$20.00	\$2,400.00
SPT Sampling (30 to 60 ft.)	120	feet	\$22.00	\$2,640.00
Shelby Tubes	2	each	\$120.00	\$240.00
Grout Bore Holes	240	feet	\$7.00	\$1,680.00
Patching	4	each	\$30.00	\$120.00
Traffic Control	4	Day	\$880.00	\$3,520.00
Total Estimated Field Testing				\$11,675.00

* *Subject to minimum daily rate of \$2,000.00*

Laboratory Testing

Work Item	Estimated Quantity	Unit	Unit Cost	Total Cost
Water Content Test and Visual Description	64	each	\$25	\$1,600.00
Size Analysis - Sieve and 4-hour Hydrometer	8	each	\$80	\$640.00
Atterberg Limit Test	8	each	\$80	\$640.00
Soil Unconfined Compression Test	2	each	\$100	\$200.00
Consolidation Test	1	each	\$630	\$630.00
Total Estimated Laboratory Testing				\$3,710.00

Engineering Services

Work Item	Unit	Estimated Quantity	Unit Cost	Total Cost
Manager, P.E.	hr.	8	\$175.89	\$1407.12
Project Engineer, P.E.	hr.	16	\$148.26	\$2,372.16
Staff Engineer	hr.	32	\$87.42	\$2,797.44
CADD Technician	hr.	4	\$66.66	\$266.64
Field Supervisor	hr.	2	\$60.60	\$121.12
Geologist	hr.	8	\$68.18	\$545.44
Administrative	hr.	4	\$51.51	\$206.04
Mileage	mile	120	\$0.52	\$62.40
Total Estimated Engineering				\$7,778.36

Estimated Total Fee: \$23,163.36



Owner Responsibilities:

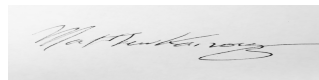
The owner shall provide all legal right for access. The above fee assumes the field drilling and testing will be performed during typical daylight hours (8 a.m. to 5 p.m.). If additional drilling, sampling, testing, engineering analysis or evaluation beyond that discussed in this proposal is required, we will contact you for authorization prior to performing the additional work. Additional work will be invoiced at the proposed rates.

CONTINGENCIES

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual amount of work will exceed the estimated quantity, the client will be notified and authorization will be obtained, prior to CTL performing additional work. In addition, this information is proprietary and confidential and CTL assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than our Client and their Representatives.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions or need further information, please contact us.

Sincerely,
CTL ENGINEERING, INC.



Matthew Kairouz, P.E.
Project Manager

FEE PROPOSAL

Project: STORMWATER GES3 1497H: TASK ORDER #11, RIVERVIEW ROAD RAISING
 Location: Brecksville, Ohio
 Date: 11/28/2022
 Firm: EMH&T + Team

Task	Sub-Task	Total Hours	Position:	Project Manager	Sr Engineer	Engineer II	Engineer I	Engineering Aide	Technician	Sr Env Scientist	Clerical	Labor Costs	Loaded Costs - With	Subconsultants	Direct Costs	Total	
			Rate:										Overhead Cost + Profit				
													3.15				
Task 2A: Draft Design (60%) Design		1121		53	124	156	174	408	186	14	6	\$ 45,279.00	\$ 142,628.85	\$ 74,394.24	\$ 450.00	\$ 217,473.09	
KS	Supplemental Field Surveying (including utility coordination) and Basemap Preparation	16		4			4	8				\$ 692.00	\$ 2,179.80	\$ 13,734.41	\$ -	\$ 15,914.21	
	Engineering Field Reconnaissance	8			8							\$ 496.00	\$ 1,562.40	\$ -	\$ 150.00	\$ 1,712.40	
CTL	Geotechnical Field Investigation and Reports	4		4								\$ 252.00	\$ 793.80	\$ 23,163.36	\$ -	\$ 23,957.16	
	Plan Set General Sheets	53		1	4		8	40				\$ 2,031.00	\$ 6,397.65	\$ -	\$ -	\$ 6,397.65	
	Roadway Typical Plan and Pavement Sections	30		2	8	8		12				\$ 1,410.00	\$ 4,441.50	\$ -	\$ -	\$ 4,441.50	
	Roadway Plan and Profile Sheets	120		4	12	24		40	40			\$ 4,580.00	\$ 14,427.00	\$ -	\$ -	\$ 14,427.00	
	Roadway Cross Sections	94		2	8	24		60				\$ 3,826.00	\$ 12,051.90	\$ -	\$ -	\$ 12,051.90	
	Erosion and Sediment Control Plans, Notes, Details	18			2	4			12			\$ 632.00	\$ 1,990.80	\$ -	\$ -	\$ 1,990.80	
	Roadside Drainage Plans and Details	27		1	4	16			6			\$ 1,209.00	\$ 3,808.35	\$ -	\$ -	\$ 3,808.35	
	Post-Construction BMP Calculations	30		2	4			24				\$ 1,214.00	\$ 3,824.10	\$ -	\$ -	\$ 3,824.10	
	Local Storm Sewer Design	25		1	2	6		16				\$ 1,023.00	\$ 3,222.45	\$ -	\$ -	\$ 3,222.45	
	Culvert and Headwall Structural Design, Plans and Details	460			8	62	110	160	120			\$ 16,588.00	\$ 52,252.20	\$ -	\$ -	\$ 52,252.20	
	Culvert Hydraulic Calculation Update (HY-8 and PCSWMM)	26		2	4		20					\$ 1,174.00	\$ 3,698.10	\$ -	\$ -	\$ 3,698.10	
	Address PCSWMM SWMMMDM Comments Received 11/14/22	26		2	24							\$ 1,614.00	\$ 5,084.10	\$ -	\$ -	\$ 5,084.10	
CVE	Watermain Plans, Profile, and Details	0										\$ -	\$ -	\$ 15,027.47	\$ -	\$ 15,027.47	
	Restoration Plans and Details	35		1	2		8	24				\$ 1,347.00	\$ 4,243.05	\$ -	\$ -	\$ 4,243.05	
	Draft Detour Plan	12		1	3				8			\$ 465.00	\$ 1,464.75	\$ -	\$ -	\$ 1,464.75	
	Summary Design Memorandum	32		4	8		20					\$ 1,548.00	\$ 4,876.20	\$ -	\$ -	\$ 4,876.20	
	Technical Specifications TOC & Bid Items	6			2		4					\$ 284.00	\$ 894.60	\$ -	\$ -	\$ 894.60	
	QC Report	4		4								\$ 252.00	\$ 793.80	\$ -	\$ -	\$ 793.80	
	Engineers Opinion of Probable Construction Costs (Class 4)	24		2	2	12		8				\$ 1,082.00	\$ 3,408.30	\$ -	\$ -	\$ 3,408.30	
	Stakeholder Coordination	16		8	8							\$ 1,000.00	\$ 3,150.00	\$ -	\$ -	\$ 3,150.00	
	Submit and Review Draft Design Plan with NEORS	14		4	4			4				\$ 692.00	\$ 2,179.80	\$ -	\$ 100.00	\$ 2,279.80	
	Submit and Review Draft Design Plan to Utilities	8		1	2			3				\$ 344.00	\$ 1,083.60	\$ -	\$ 100.00	\$ 1,183.60	
	Submit and Review Draft Design Plan to City, County, and National Park Service	8		1	2			3				\$ 344.00	\$ 1,083.60	\$ -	\$ 100.00	\$ 1,183.60	
	Section 404 Nationwide Permit Application - PCN, cover letter, In-water work waiver	12			2					10		\$ 594.00	\$ 1,871.10	\$ -	\$ -	\$ 1,871.10	
	Responding to Agency Comments on NWP Application	5			1					4		\$ 250.00	\$ 787.50	\$ -	\$ -	\$ 787.50	
KS	Prepare Legal Descriptions for Easements	8		2				6				\$ 336.00	\$ 1,058.40	\$ 22,469.00	\$ -	\$ 23,527.40	
Task 2B: Final Draft (90%) Design		524		29	110	122	46	151	60	0	6	\$ 23,160.00	\$ 72,954.00	\$ 11,476.37	\$ -	\$ 84,430.37	
	Prepare Final Draft Plans addressing District comments - EMH&T Water Resources	44		8	8			28				\$ 1,980.00	\$ 6,237.00	\$ -	\$ -	\$ 6,237.00	
	Prepare Final Draft Plans addressing District comments - EMH&T Roadway	220			40	60		60	60			\$ 8,960.00	\$ 28,224.00	\$ -	\$ -	\$ 28,224.00	
	Prepare Final Draft Plans addressing District comments - EMH&T Structural	128		2	18	32	44	32				\$ 5,594.00	\$ 17,621.10	\$ -	\$ -	\$ 17,621.10	
CVE	Prepare Final Draft Plans addressing District comments - CVE Water Main	0										\$ -	\$ -	\$ 11,476.37	\$ -	\$ 11,476.37	
	Stakeholder Coordination	12		4	8							\$ 748.00	\$ 2,356.20	\$ -	\$ -	\$ 2,356.20	
	Prepare Technical Specifications	24			12	12						\$ 1,296.00	\$ 4,082.40	\$ -	\$ -	\$ 4,082.40	
	Prepare Draft Bid Book (Volumes 1, 2 and 3)	26		2	16			4				\$ 1,362.00	\$ 4,290.30	\$ -	\$ -	\$ 4,290.30	
	Engineers Opinion of Probable Construction Costs (Class 3)	18		2	2	10		4				\$ 850.00	\$ 2,677.50	\$ -	\$ -	\$ 2,677.50	
	Summary Design Memorandum, including est. construction schedule	16		8				8				\$ 784.00	\$ 2,469.60	\$ -	\$ -	\$ 2,469.60	
	Prepare Draft SWPPP	12				4		8				\$ 464.00	\$ 1,461.60	\$ -	\$ -	\$ 1,461.60	
	Submit Final Draft Plans to the District and City/Design Review Meeting	8		1	2			3				\$ 344.00	\$ 1,083.60	\$ -	\$ -	\$ 1,083.60	
	Respond to NEORS and City Review Comments	16		2	4	4	2	4				\$ 778.00	\$ 2,450.70	\$ -	\$ -	\$ 2,450.70	
Task 2C: Final Design Plans		237		24	55	40	18	78	20	0	2	\$ 10,804.00	\$ 34,032.60	\$ 4,073.00	\$ -	\$ 38,105.60	
	Finalize Design Plans - EMH&T Water Resources	36		8	8			20				\$ 1,700.00	\$ 5,355.00	\$ -	\$ -	\$ 5,355.00	
	Finalize Design Plans - EMH&T Roadway	76			16	20		20	20			\$ 3,152.00	\$ 9,928.80	\$ -	\$ -	\$ 9,928.80	
	Finalize Design Plans - EMH&T Structural	60		2	8	16	18	16				\$ 2,638.00	\$ 8,309.70	\$ -	\$ -	\$ 8,309.70	
CVE	Finalize Design Plans - CVE Water Main	0										\$ -	\$ -	\$ 4,073.00	\$ -	\$ 4,073.00	
	Finalize Bid Book (Volumes 1, 2 and 3)	24		2	16			4				\$ 1,310.00	\$ 4,126.50	\$ -	\$ -	\$ 4,126.50	
	Finalize Summary Design Memorandum	8		2				6				\$ 336.00	\$ 1,058.40	\$ -	\$ -	\$ 1,058.40	
	Engineers Opinion of Probable Construction Costs (Class 2)	6		1	1	2		2				\$ 287.00	\$ 904.05	\$ -	\$ -	\$ 904.05	
	Submit and Review Final Design Plans with NEORS	6		6								\$ 378.00	\$ 1,190.70	\$ -	\$ -	\$ 1,190.70	
	Finalize SWPPP	7		1		2		4				\$ 295.00	\$ 929.25	\$ -	\$ -	\$ 929.25	
	Finalize Revisions Prior to DOW Signature	14		2	6	0		6				\$ 708.00	\$ 2,230.20	\$ -	\$ -	\$ 2,230.20	
Totals		1882		106	289	318	238	637	266	14	14	\$ 79,243.00	\$ 249,615.45	\$ 89,943.61	\$ 450.00	\$ 340,009.06	

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5709

Ordinance No. _____

**AN ORDINANCE TO AMEND ORDINANCE NO. 5666,
MAKING APPROPRIATIONS FOR CURRENT
EXPENSES OF THE CITY OF BRECKSVILLE
DURING THE FISCAL YEAR ENDING
DECEMBER 31, 2024, MAKING NECESSARY
APPROPRIATION AND REVENUE ADJUSTMENTS;
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. That the Director of Finance be authorized to increase appropriations in the General fund.


32,700.00 Building Improvement

C1100150-32020

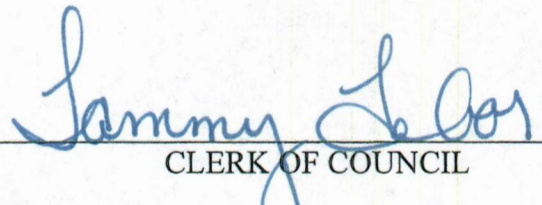
SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 21, 2024

APPROVED: May 21, 2024

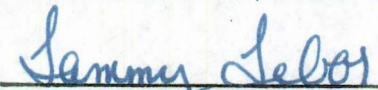


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5709 duly passed by the Council of the City of Brecksville, Ohio, on 5-21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-24, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5556

A RESOLUTION COMMENDING THE HONORABLE JERRY N. HRUBY UPON HIS RETIREMENT FROM THE CITY OF BRECKSVILLE; AND DECLARING AN EMERGENCY

WHEREAS, Mayor Jerry N. Hruby, a lifelong Brecksville resident, began his ninth consecutive term on January 2, 2020, and on January 2, 2024 concludes 56 years of unparalleled leadership and commitment to the City of Brecksville; and

WHEREAS, Mayor Hruby's esteemed Brecksville career began with the Brecksville Police Department on November 4, 1968 as an Undercover Narcotics Investigator. On May 20, 1969 he became a full time Patrolman. Three stripes were added to his uniform on November 1, 1970 when he was promoted to Sergeant. On August 9, 1977 the Lieutenant's bars graced his shoulders as he took the oath of office from his brother, Mayor Jack A. Hruby. During his police career he made local and national headlines in his role investigating numerous major criminal cases involving homicides, organized crime, drug investigations, bank robberies, major frauds, burglaries, thefts and political corruption; and

WHEREAS, December 26, 1986 was a sad day in Brecksville history when Mayor Jack A. Hruby passed away from leukemia. Jack had urged his brother Jerry to run for Mayor and he did, taking office on January 2, 1988. He became Brecksville's 11th Mayor. Throughout his 36 years in office, Mayor Jerry N. Hruby's steadfast dedication has been evident with his many roles including the City's Safety Director, Economic Development Director, twice Acting Service Director, and City Government Historian, always preserving the essence of Brecksville with the slogan he created, "Building Our Future with Respect for Our Past"; and

WHEREAS, under his leadership, Brecksville witnessed the construction of a considerable amount of landmark projects including the beautiful Brecksville Community Center in 1992 and its signature Jack A. Hruby Natatorium with recent additions of outdoor and indoor activity pools. There has been major development of a new Human Services Center, Police Station, Recycling Center, Horticulture Center, Blossom Hill Service Building, City Post Office, Downtown shopping expansions, Millside Center, Creekview Commons, Rt.21 Streetscape, renovations of Public Square and the Old Town Hall, as well as acquisition of significant properties such as Blossom Hill from Cuyahoga County, Valor Acres, the former Veterans Administration Hospital grounds, and the former Dalad Property which have dramatically changed the appearance and financial picture of the City. Mayor Hruby has fostered partnerships resulting in the construction of a Cuyahoga County Library branch and a shared field house at the Blossom Hill Elementary School, and local projects with MetroParks and the Cuyahoga Valley National Park; and

WHEREAS, during Mayor Hruby's administration the city began full curbside recycling, one of the first cities in Cuyahoga County, and created a recycling center. The city established a horticulture department, and added a K-9 unit to the police services. Lighted fields and the synthetic turf field was installed at Blossom Hill. A full time Recreation Department was created and the first dedicated fitness facility created by a local government, was located in the Community Center, a Beautification Committee, Purchasing Department, and Kids Quarters Community Playground, which was built by the community, were all created during Mayor Hruby's administration, without an increase in property taxes for the entire 36 years he was Mayor.

WHEREAS, recognizing the importance of a historical legacy, Mayor Hruby was instrumental in the erection of the Bicentennial Obelisk at City Hall, part of Brecksville's four-day celebration of the 200th anniversary of the City's founding in 1811; and

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5556

WHEREAS, beyond his administrative roles, Mayor Hruby brought to life numerous theater roles “on the boards” of Old Town Hall in Brecksville Little Theater productions. His dedication to fostering community spirit is showcased through his annual writing and direction of the City’s Children’s Christmas Plays, while donning a certain familiar red costume and inviting children on his lap to whisper their Christmas wish; and

WHEREAS, his service on numerous boards and commissions led to the Walter F. Ehrnfelt, Jr. Award, the George V. Voinovich Award, membership on the TRAC, The Transportation Review Advisory Council of ODOT, President of the Northeast Ohio Areawide Coordinating Agency (NOACA), the Cuyahoga County Planning Commission, appointed to the National Park Service Advisory by President George W. Bush for an eight year term, helped author the State Urban Paving Program, and is currently serving his 14 fourteenth year as Chairman of the Ohio Turnpike Commission. Mayor Hruby was named to the James Garfield Hall of Fame and Brecksville Broadview Heights Gallery of Achievement. All of these appointments and awards exemplify his dedication and outstanding contributions to Brecksville and Northeast Ohio; and

WHEREAS, Jerry is a master politician and statesman and referred to as a Legend of Transportation and has held every office including President of the Cuyahoga County Mayors and Managers Association as well as the Northeast Ohio Mayor’s and Manger’s Association; and

WHEREAS, he has given a lifetime to the City he loves, not only for the residents, but also for the family that he loves. He is the man he is today because of his beautiful wife, Patty, daughter Anna, son-in-law Joe Klich and granddaughter Violet. We thank you for sharing this fine man with us.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor and Council wish to publicly commend and express appreciation to Jerry N. Hruby for his dedicated, loyal, and committed service to the City of Brecksville and urge all residents to reflect upon and acknowledge his contribution to the betterment of our great City and community.

SECTION 2. The Mayor and Council of the City of Brecksville, and a grateful community, in honor of Jerry Hruby’s service and commitment due demonstrate our appreciation and admiration for his achievements


SECTION 3. The Clerk of Council be and she is hereby authorized and directed to certify a copy of this Resolution and cause the delivery of same to the family of Jerry N. Hruby. This Resolution shall be in full effect from and after the earliest period allowed by law.

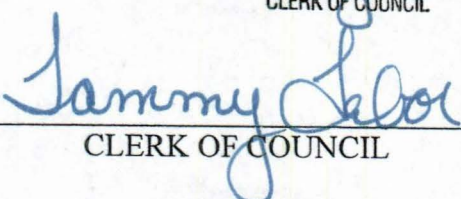
PASSED: May 21, 2024

APPROVED: May 21, 2024

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5556 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 2024.


CLERK OF COUNCIL


MAYOR


CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5557

Resolution No. _____

**A RESOLUTION RENAMING THE BRECKSVILLE POLICE STATION
"THE JERRY N. HRUBY PUBLIC SAFETY CENTER" IN HONOR OF
JERRY N. HRUBY'S YEARS OF COMMITMENT TO PUBLIC SAFETY AND
PUBLIC SERVICE TO THE CITY OF BRECKSVILLE AND ITS CITIZENS;
AND DECLARING AN EMERGENCY**

WHEREAS, Jerry N. Hruby has been a tireless advocate for the safety of the community members of Brecksville, Ohio, beginning with his career in Law Enforcement; and

WHEREAS, on November 4, 1968, while on a summer break from Kent State, Jerry N. Hruby joined the Brecksville Police Department as an Undercover Narcotics Investigator; and

WHEREAS, on May 20, 1969, Jerry N. Hruby became a full-time Patrolman; and

WHEREAS, on November 1, 1970, Jerry N. Hruby was promoted to Sergeant; and

WHEREAS, in May of 1974, Jerry N. Hruby was made a Detective Sergeant; and

WHEREAS, on August 9, 1977, Jerry N. Hruby was promoted to Lieutenant when he took the oath of office from his brother, Mayor Jack A. Hruby; and

WHEREAS, on December 29, 1987, Jerry N. Hruby resigned from the Brecksville Police Department to assume duties as the Mayor of Brecksville; and

WHEREAS, Jerry N. Hruby received several commendations during his career in Law Enforcement, including the following:

- August 1974 commended for assisting Garfield Heights PD with a homicide investigation; and
- May 20, 1982 commended for his response to a bank robbery that turned into a hostage situation, and he was able to negotiate a successful resolution where the hostages were released and the suspect surrendered; and
- March 1983 commended for assisting the Bay Village PD in identifying and apprehending a suspect responsible for a robbery and kidnapping; and
- April 1984 commended for assisting Bath PD in identifying and apprehending a career burglar; and
- November 1984 along with then Ptlm. Jereb, commended for identifying and apprehending two suspects that committed several armed robberies in the area; and
- January 1986 commended for his actions and coordinating the response to the gunning down of two Brecksville Veterans Administration Hospital guards; and
- Received commendations from multiple FBI Directors for his assistance in investigating and prosecuting Federal cases; and
- Received several letters of appreciation for his involvement and time spent with students in the Brecksville-Broadview Heights Schools.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5557

Resolution No. _____

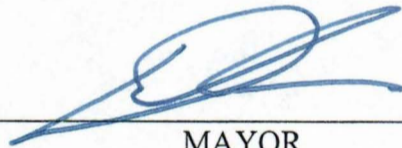
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Brecksville Police Station is hereby renamed "The Jerry N. Hruby Public Safety Center" in honor of Jerry N. Hruby's years of commitment to public safety and public service to the City of Brecksville and its citizens.

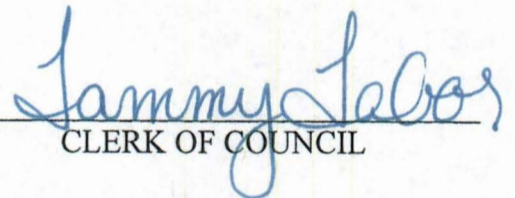
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to honor Jerry N. Hruby, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ May 21, 2024

APPROVED: _____ May 21, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5557 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 2024.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5558

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AMENDMENT TO THE COMMUNITY COST-SHARE
AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT AND THE CITY OF BRECKSVILLE FOR THE
FLOOD REDUCTION AT RIVERVIEW ROAD PROJECT;
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of September 20, 2022, council adopted Resolution No. 5341 authorizing the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Flood Reduction at Riverview Road Project; and

WHEREAS, the original Agreement amount must be amended by an amount not to exceed two hundred thousand dollars (\$200,000.00) due to changes in the design of the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to enter into an Amendment to the Community Cost-Share Agreement between the Northeast Ohio Regional Sewer District and the City of Brecksville to increase funding allocated to the Flood Reduction at Riverview Road Project under the Agreement by an amount not to exceed two hundred thousand dollars (\$200,000.00) for an amended total funding amount of nine hundred thousand dollars (\$900,000.00), a copy of which Amendment is attached hereto as Exhibit "A."

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

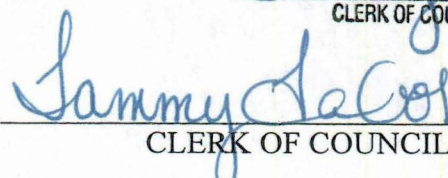
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to update the Agreement, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ May 21, 2024

APPROVED: _____ May 21, 2024

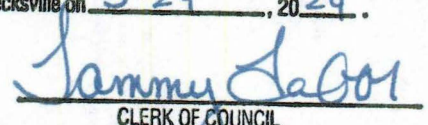


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5558 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 2024.



CLERK OF COUNCIL

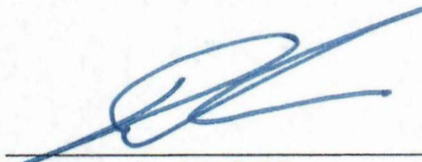
RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5559

Resolution No. _____

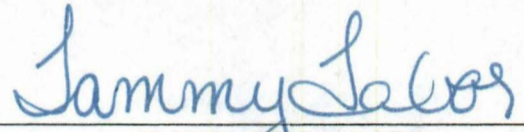
SECTION 4. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to participate in the program, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ May 21, 2024

APPROVED: _____ May 21, 2024

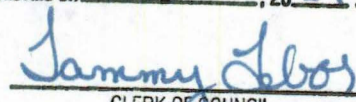


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5559 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

AMENDMENT TO
COMMUNITY COST-SHARE AGREEMENT
(DISTRICT AGREEMENT NO. 22007652)
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BRECKSVILLE

This Amendment to Agreement (the "Amendment") is made and entered into this _____ day of _____, 2024, 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 Brecksville (City) acting pursuant to Ordinance/Resolution No. 5558, adopted on 5-21, 2024

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 October 6, 2022 the District and the City entered into a Community Cost-Share Agreement (the "Agreement") for the 1635 CSPA04-Flood Reduction at Riverview Road project (the "Project"); and

WHEREAS, the original contract amount has increased due to changes in the design of the Project; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the funding for the Agreement by \$200,000.00.

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 the 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 \$200,000.00 for an amended total funding amount of \$900,000.00, 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 if 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, 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 BRECKSVILLE

By: _____

Title: Daryl Kingston Mayor

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

CITY OF BRECKSVILLE

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.
22007652**

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF BRECKSVILLE

FOR

COMMUNITY COST-SHARE AGREEMENT
AMENDMENT:

1635 CSPA04 – FLOOD REDUCTION AT RIVERVIEW
ROAD PROJECT

TOTAL ADDITIONAL COST: \$200,000.00

TOTAL REVISED AGREEMENT AMOUNT: \$900,000.00

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"



Community Cost-Share Program REQUEST FOR BUDGET MODIFICATION

*Community Cost-Share Program
Request for Budget Modification*

Member Community: City of Brecksville

Project Title: Flood Reduction at Riverview Rd in Brecksville

Project Manager: 
Signature

Date: 05/08/2024

Justification and Description of Changes:
Provide a summary of the revised budget (by category) and include a brief justification and itemized breakdown for the amount proposed in each category. For example, stream restoration project extended by 500 feet of streambank @ \$150/linear ft. to protect newly discovered underground utility.

Summary of Project Modification:

Contribution from the City's CCS ac
count is increasing from \$700,000 to \$900,000. The project's original estimate was \$2.1M in 2022 and has increased to \$4.4M in 2024.

Project Expenses	Original Budget	Revised Budget	Details
Professional Services			
Personnel (Member Community Staff Only)			
Subcontract			
Equipment			
Materials			
Other	700,000	900,000	
TOTAL	\$700,000.00	\$900,000.00	\$200,000.00 increase (AS)

Direct all Community Cost-Share budget modification questions and requests to the Watershed Team Leader, 216-881-6600, and the Grant Programs Administrator is to be copied on all correspondence pertaining to budget modification.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5559

Resolution No. _____

**A RESOLUTION AUTHORIZING THE CITY OF BRECKSVILLE
TO PARTICIPATE IN THE OHIO ASSOCIATION OF PUBLIC
TREASURERS WORKERS' COMPENSATION GROUP RATING
PROGRAM AND TO RENEW THE WORKERS' COMPENSATION
SERVICE AGENCY AGREEMENT WITH SEDGWICK CLAIMS
MANAGEMENT, INC. AS PART OF SUCH PROGRAM;
AND DECLARING AN EMERGENCY**

WHEREAS, the Ohio Association of Public Treasurers (OAPT) Workers Compensation Group Rating Program has been created by the OAPT as defined in Section 4123.29 of the Ohio Revised Code; and

WHEREAS, the Ohio Association of Public Treasurers (OAPT) Workers Compensation Group Rating Program, through their partnership with Sedgwick Claims Management Services, Inc., allows OAPT members to group together to obtain lower premium rates than otherwise obtainable as individual employers; and

WHEREAS, the term of participation in the program shall be for the period beginning January 1, 2025 through December 31, 2025; and

WHEREAS, it is necessary to renew the Workers' Compensation Service Agency Agreement with Sedgwick Claims Management Services, Inc. to participate in said program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Council hereby authorizes the city's participation in the Ohio Association of Public Treasurers Group Rating Program for the period January 1, 2025 through December 31, 2025, at an annual fee not to exceed Three Thousand, Two Hundred Sixty-Five Dollars (\$3,265.00). Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary documents.

SECTION 2. The Workers' Compensation Service Agency Agreement with Sedgwick Claims Management, Inc., shall automatically be renewed for the period January 1, 2025 through December 31, 2025, pursuant to section 7 of the agreement.

SECTION 3. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Sections 1 and 2 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Sections 1 and 2 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 and 2 hereof, said amounts to be charged to the appropriately designated Fund.

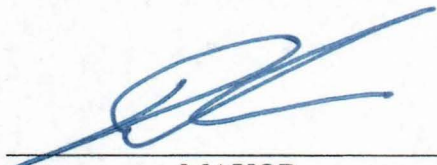
RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5559

Resolution No. _____

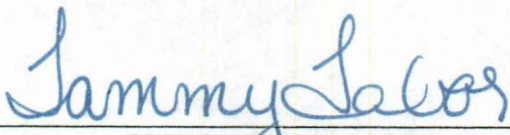
SECTION 4. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to participate in the program, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ May 21, 2024

APPROVED: _____ May 21, 2024

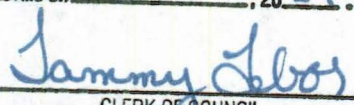


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5559 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5560

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH
GREENMAN-PEDERSEN, INC. FOR CONSTRUCTION
INSPECTION AND ADMINISTRATION SERVICES FOR
THE BRECKSVILLE ROAD RESURFACING PROJECT;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Professional Services Agreement with Greenman-Pedersen, Inc. for Construction Inspection and Administration Services for the Brecksville Road Resurfacing Project in the amount of one hundred forty-five thousand, four hundred thirteen dollars (\$145,413.00), a copy of which Professional Services Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the agreement is required for the ODOT LPA project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 21, 2024

APPROVED: May 21, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5560 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 20 24.



CLERK OF COUNCIL

Authorization for Professional Services

Project: CUY-SR21-0.00 Brecksville Rd Resurfacing

Client: City of Brecksville

Contact: Mayor Kingston

Date: May 15, 2024

No. of Pages: 9 (including attachment)

GPI will provide the following services:

Construction Inspection and Administration Services in accordance with ODOT required LPA procedures for the resurfacing of SR-21 (Brecksville Road). Services will provide full time construction inspection and part time construction engineering by a registered professional engineer in the State of Ohio. Services will include project closeout and submission of all required documents to the Ohio Department of Transportation.

Compensation:

Based upon the above Services and the enclosed Terms and Conditions, our fee for these Services shall be as follows:

- Lump Sum: \$ plus reimbursable expenses
- Hourly, not to exceed \$ 145,413.00 without additional authorization

We trust this agreement meets with your approval. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and Prevailing Hourly Rate Schedule and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,

For Greenman-Pedersen, Inc.:


For Client:



5.15.2024

Name: Michael D. Kline, PE
Title: Vice President

Date



5/21/24

Accepted by
City of Brecksville

Date

Daryl Kingston
Printed Name Mayor

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
5. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. Hourly Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January.
7. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR TWICE GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

Litigation – Any claim or dispute arising hereunder shall be commenced in a court of competent jurisdiction located in state where the project is located. This Agreement shall be interpreted in accordance with the laws of the state where the project is located.

Other: *(Specify)*

22. Insurance: GPI will maintain the following insurance for the duration of the project:
 - 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
 - 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
 - 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
 - 22.4 Excess/Umbrella – in the amount of \$5,000,000.
 - 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
 - 22.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages,

losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

24. Indemnification:

24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.

24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project.

25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not liable for failure to comply with any Force Majeure event.

Attachments to this Agreement:

Attachment #1 Fee Proposal

May 9, 2024

Mayor Kingston
City of Brecksville
Brecksville, OH 44141

Subject: CUY-SR21-0.00 Brecksville Road Resurfacing
PID No. 107980
Budgetary Construction Administration/Inspection Services Fee Proposal

Honorable Mayor Kingston:

We want to thank you and your staff for selecting Greenman-Pedersen, Inc. (GPI) for this important project with the City of Brecksville. We are pleased to submit the attached cost proposal to provide construction administration and inspection services for the resurfacing and sidewalk improvements of SR 21 and other work elements within the City of Brecksville.

The proposal is based upon the following parameters:

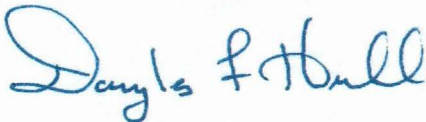
- June to October 2024 Project duration, including Project Start-up and Closeout
- Overtime estimate included

As demonstrated to the City on prior assignments, it is GPI's goal to deliver this Project as economically as possible.

Should you have any questions, need additional information, or wish to revise any of the above parameters, please contact me at (440) 409-4261 or (440) 973-9415. The staff of GPI appreciates the opportunity to work with the City of Brecksville on this Project.

Sincerely,

GREENMAN-PEDERSEN, INC.



Douglas F. Hedrick, PE, PS
Vice President – Director of Special Projects



CUY - SR21-0.00, PID 107980
City of Brecksville
CI/CA Fee Proposal

2024 Cost Estimate

		Hours per Month													
		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Hours	Cost
LABOR CALCULATION	Hourly Rate														
Project Manager*													0	\$ -	
Construction Engineer Level 2 (CPE)	\$ 169.00												400	\$ 67,600.00	
Project Inspector	\$ 89.00												712	\$ 63,368.00	
Project Inspector - Overtime	\$ 128.00												65	\$ 8,320.00	
													Subtotal:	\$ 139,288.00	

		Days per Month													
		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Days	Cost
VEHICLE CALCULATION	Daily Rate														
Construction Engineer Level 2 (CPE)	\$ 49.00												36	\$ 1,764.00	
Project Inspector	\$ 49.00												89	\$ 4,361.00	
													Subtotal:	\$ 6,125.00	

* PM Services by Doug Hedrick at no charge to the City

TOTAL COST ESTIMATE: \$ 145,413.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.:
 C-R-S: CUY-SR21-0.00
 Firm Name: Greenman-Pedersen, Inc.

Company Overhead: 129.45%
 Average Overhead: 157.79%
 Cost of Money: 0.15%
 Net Fee %: 10%
 The company records OT premium as: Direct Labor
 Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ¹
Project Manager	No					N/A	\$0
Project Inspector	Yes	\$35.00	\$45.31	\$0.05	\$9.02	\$89	\$130
Construction Engineer 2	No	\$66.00	\$85.44	\$0.10	\$17.01	\$169	\$169
	0 No					N/A	\$0
	0 No					N/A	\$0
	0 No					N/A	\$0
	0 No					N/A	\$0
	0 No					N/A	\$0
	0 Yes					N/A	\$0
	0 Yes					N/A	\$0
	unknown					N/A	\$0
	unknown					N/A	\$0

¹ **Note:** Rounded the nearest dollar.

Average Raw Rate Calculations per Classification

Agreement No.: 0

C-R-S: CUY-SR21-0.00

Firm Name: Greenman-Pedersen, Inc.

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ----->	<input type="checkbox"/> No
Employee Name or I.D	Rate
Average Raw Rate	

Project Inspector	
Is overtime paid at 1.5X? ----->	<input type="checkbox"/> Yes
Employee Name or I.D	Rate
	\$35.00
Average Raw Rate	\$35.00

Construction Engineer 2	
Is overtime paid at 1.5X? ----->	<input type="checkbox"/> No
Employee Name or I.D	Rate
	\$66.00
Average Raw Rate	\$66.00

Is overtime paid at 1.5X? ----->	<input type="checkbox"/> No
Employee Name or I.D	Rate
Average Raw Rate	



OHIO DEPARTMENT OF
TRANSPORTATION

CONSULTANT INDIRECT COST RATE
APPROVAL CERTIFICATE NO.: 07282023-SPG-03

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	GREENMAN-PEDERSEN, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2022
Effective Date (Approval Date):	07/28/2023

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION: The following rates were accepted as submitted:

Field Office Indirect Cost Rate:	129.45%
Home Office Indirect Cost Rate:	167.83%
Facilities Capital Cost of Money Rate (Field Office):	0.15%
Facilities Capital Cost of Money Rate (Home Office):	0.19%

OVERTIME PREMIUM: Based on the information submitted by your company:

- All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.

NOTE:

The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of your ODOT prequalification.

Approved by:

Scot P. Gormley

Scot P. Gormley

ADMINISTRATOR

ODOT OFFICE OF EXTERNAL AUDITS (OEA)

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[Transportation.Ohio.gov](https://www.transportation.ohio.gov)



OHIO DEPARTMENT OF
TRANSPORTATION

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5561

**A RESOLUTION SUPPORTING WEST CREEK
CONSERVANCY'S CLEAN OHIO GREENSPACE FY25
GRANT APPLICATION FOR THE WATERSHED DIVIDE
CONSERVATION INITIATIVE, PHASE II BY THE CITY OF
BRECKSVILLE, AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Council of the City of Brecksville, hereby supports Cuyahoga West Creek Conservancy's Clean Ohio Greenspace Grant application to the Ohio Public Works Commission for the conservation and preservation of the Watershed Divide Conservation Initiative, Phase II.

SECTION 2. The Council hereby respectfully requests that the Ohio Public Works Commission give favorable consideration to West Creek Conservancy's Clean Ohio Greenspace Grant application for funding.

SECTION 3. The Clerk of Council is hereby directed to forward a certified copy of this Resolution to West Creek Conservancy, ATTN: Derek Schafer, PO BOX 347113, Parma, OH 44134.

SECTION 4. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency being to meet the grant application deadline, therefore, this Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 21, 2024

APPROVED: May 21, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5561 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 2024.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5562

Resolution No. _____

**A RESOLUTION ACCEPTING THE RENEWAL
OF THE CITY'S INSURANCE POLICIES WITH
WICHERT INSURANCE FOR THE PERIOD
MAY 25, 2024 THROUGH MAY 25, 2025;
AND DECLARING AN EMERGENCY**

WHEREAS, Wichert Insurance, through its carriers Selective Insurance Company, Cincinnati Insurance Company, Greenwich Insurance Company and Travelers Casualty & Surety Company, has provided the City with a proposal for the renewal of the City's various insurance policies including Property, Inland Marine, Automobile, General Liability, Abuse/Molestation, Public Officials & Employment Practices Liability, Umbrella, Boiler & Machinery, Law Enforcement Liability, Cyber Liability & Governmental Crime.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The insurance renewal proposal for the City's various insurance policies with Wichert Insurance, through various carriers, attached hereto as Exhibit "A," in the amount of three hundred eight thousand, six hundred ninety-three dollars (\$308,693.00), is hereby approved, and the Mayor is hereby authorized to execute such documents on behalf of the City so as to renew the City's insurance policies for the period May 25, 2024 through May 25, 2025.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.


SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is it relates to the daily operation of municipal departments, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5562 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 2024.

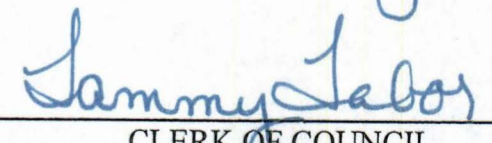
PASSED: May 21, 2024

APPROVED: May 21, 2024


CLERK OF COUNCIL



MAYOR



CLERK OF COUNCIL

City of Brecksville

Insurance and Risk Management Proposal

Policy Period: May 25, 2024 to May 25, 2025

Carriers: Selective Insurance Company
Cincinnati Insurance Company
Greenwich Insurance Company
Travelers Casualty & Surety Company

Presented By: Thomas H. Wichert, CPCU, ARM
Principal & CEO

Janie Geis, CPIA
Principal



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

PREMIUM SUMMARY

Property	Included
Inland Marine	Included
Automobile	Included
General Liability	Included
Abuse/Molestation	Included
Public Officials & Employment Practices Liability	Included
Umbrella	Included
Total Selective Package Policy	\$254,999
Boiler & Machinery	\$12,623
Law Enforcemnt Liability	\$16,336
Cyber Liability & Governmental Crime	\$24,735
TOTAL PREMIUM	\$308,693

COMPANIES:

SELECTIVE INSURANCE COMPANY
A. M. BEST'S RATING: A+: XV
(all coverages except Law Enforcement, Boiler, Crime & Cyber)

CINCINNATI INSURANCE COMPANY
A. M. BEST'S RATING: A+: XV
(Boiler & Machinery)

GREENWICH INSURANCE COMPANY
A. M. BEST'S RATING: A+: XV
(Law Enforcement Liability)

TRAVELERS CASUALTY & SURETY COMPANY
A. M. BEST'S RATING: A++: XV
(Crime & Cyber Liability)

Note: Coverage for "Certified Acts of Terrorism" is included on all policies.

***Disclaimer:** This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.*

I. PROPERTY

A.	Blanket Building, Business Personal Property & PIO	\$105,072,605
B.	27 Public Square, Former Central School – ACV	\$2,322,634
C.	8929 Highland Drive, Comstock House – ACV.....	\$460,706
D.	Special Form Perils.....	Included
E.	Replacement Cost Coverage.....	Included
F.	Agreed Amount.....	Included
G.	Deductible (disappearing).....	\$5,000
H.	Extensions:	
1.	Accounts Receivable	\$250,000
	Fire Department	Actual Loss Sustained
2.	Arson, Theft and Vandalism Rewards	\$25,000
3.	Automated External Defibrillators	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage.....	\$100,000
5.	Building Owner –Tenant Move Back Expenses	\$25,000
6.	Business Income/Extra Expense (no deductible).....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location	\$250,000
8.	Canine Coverage	\$10,000/\$25,000
9.	Claim Expenses	\$50,000
10.	Commandeered Property (*)	Actual Loss Sustained
11.	Computer Equipment & Electronic Data (*).....	\$100,000
	Fire Department	Actual Loss Sustained
12.	Computer – Virus or Harmful Code	\$25,000/\$75,000
13.	Confiscated Property – Any One Year	\$100,000
14.	Debris Removal.....	\$50,000
	Fire Department	Actual Loss Sustained
15.	Fine Arts (*)	\$25,000
	Fire Department	Actual Loss Sustained
16.	Fire Extinguisher Equipment (no deductible)	Actual Loss Sustained
17.	Grave Markers & Headstones (\$250 deductible)	\$25,000/\$50,000
18.	Installation Property.....	\$25,000
19.	Lock Replacement if keys are stolen (no deductible).....	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum (no deductible)	\$25,000
21.	Mobile Equipment (*).....	\$25,000
22.	Money and Securities Off Premises/On Premises (*).....	\$25,000
23.	Newly Acquired or Constructed Buildings	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building (*).....	Included in Bldg Limit
	(B) – Demolition Costs	\$500,000
	(C) – Increased Cost of Construction	\$500,000
	Ordinance or Law for Fire Dept (A, B & C).....	Actual Loss Sustained
25.	Outdoor Property (*)	\$500,000

PROPERTY EXTENSIONS CONTINUED

26.	Outdoor trees, shrubs & plants (\$2,500 any one item) (*)	.....	\$25,000/100,000
27.	Personal Effects (no deductible)	.....	\$5,000/\$25,000
	Fire Department	.....	Actual Loss Sustained
28.	Personal Property at Newly Acquired Locations (if reported within 180 days)	.....	\$1,000,000
29.	Personal Property at Unnamed Premises (*)	.....	\$100,000
30.	Pollutant Clean Up and Removal	.....	\$25,000
	Fire Department	.....	Actual Expenses Incurred
31.	Property In Transit (*)	.....	\$50,000
32.	Spoilage due to utility failure (*)	.....	\$25,000
33.	Tools & Equipment (*)	.....	\$10,000
34.	Underground Fiber Optic Cable (\$2,500 deductible)	.....	\$10,000/\$50,000
35.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (*)	.....	\$100,000
36.	Valuable Papers and Records	.....	\$250,000
	Fire Department	.....	Actual Loss Sustained

*Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.
(*) denotes \$500 deductible*

II. BOILER AND MACHINERY

- A. Network Systems Coverage (Excluding production machinery) Unlimited
- B. Business Interruption/ALS/Extra Expense 12 Months Unlimited
- C. Deductible \$5,000

Sublimts:

Water Damage	.....	\$100,000
Ammonia Contamination	.....	\$100,000
Electronic Data, Media and Software Restoration	.....	\$100,000
Expediting Expense Coverage Extension	.....	Unlimited
Hazardous Substance Limitation	.....	\$100,000
Ordinance or Law	.....	\$100,000
Mold, Fungus, Mildew	.....	\$100,000

III. INLAND MARINE

A. Contractors Equipment, \$1,000 Deductible	\$2,250,435
B. Leased & Rented Equipment, \$1,000 Deductible	\$300,000
C. Volunteer Emergency Portable Equipment (VESP) \$500 Ded	\$125,000
D. Flood & Earthquake, \$25,000 Deductible	\$10,000,000
E. Scheduled Property, \$100 Deductible	\$88,426

No flood coverage provided for flood zones A or V or prefixed V

IV. GOVERNMENTAL CRIME

A. Blanket Employee Dishonesty	\$1,000,000
Deductible	\$10,000
Faithful Performance of Duty	\$50,000
Excess Theft Coverage over Statutory Bonded Officials	Included
Treasurers/Tax Collectors as Employees	Included
B. Forgery or Alteration	\$100,000
C. On Premises	\$25,000
D. In Transit	\$250,000
Deductible	\$1,000
E. Computer Fraud	\$500,000
F. Computer Programs & Electronic Data Restoration Expense	\$250,000
G. Funds Transfer Fraud	\$500,000
Deductible	\$5,000
H. Claims Expense	\$5,000
Deductible	\$0

V. CYBER LIABILITY

Liability

Privacy and Security Liability	\$2,000,000
Payment Card Costs	\$2,000,000
Media Liability	\$2,000,000
Regulatory Proceedings & Fines.....	\$2,000,000

Breach Response

Privacy Breach Notification.....	\$2,000,000
Computer and Legal Experts	\$2,000,000
Betterment	\$100,000
Cyber Extortion.....	\$2,000,000
Data Restoration.....	\$2,000,000
Public Relations.....	\$2,000,000

Cyber Crime

Social Engineering Fraud	\$100,000
Telecom Fraud	\$100,000

Business Loss

Business Interruption.....	\$2,000,000
Dependent Business Interruption	\$100,000
Dependent Business Interruption System Failure	\$100,000
Dependent Business Interruption Outsource Provider	\$100,000
Reputation Harm	\$250,000
System Failure.....	\$2,000,000
Retention	\$25,000
CyberRisk Aggregate Limit.....	\$2,000,000

VI. AUTOMOBILE LIABILITY

- A. Limit Per Occurrence \$1,000,000
 - 1. Combined Single Limit Bodily Injury and Property Damage Liability
 - 2. All Owned Autos
 - 3. Hired and Non-Owned Auto

- B. Comprehensive Deductible..... \$500
Per Schedule of Vehicles including hired cars

- C. Collision Deductible \$500
Per Schedule of Vehicles including hired cars

- D. Garagekeepers Legal Liability \$120,000
Deductible Comprehensive & Collision..... \$500/\$2,500

Extensions of Coverage:

- 1. Pollution exclusion does not apply to “emergency operations” or “training operations”
- 2. Hired car physical damage \$250,000 sublimit
- 3. Lease-Gap coverage included for any leased vehicle
- 4. Deductible reimbursement for volunteers’ vehicles up to \$1,000
- 5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
- 6. Towing and Labor up to \$500 for disabled ambulance
- 7. Freezing coverage for permanently attached equipment
- 8. Glass deductible waived for all vehicles
- 9. Value Guard on all Fire Vehicles

Value Guard Endorsement on all Fire Trucks and Ambulances providing payment for loss or damage to be the lesser of:

- What it would cost to repair covered auto or part
- What it would cost to replace a part or parts with like kind without depreciation
- What it would cost to replace vehicle with new vehicle of like kind & quality
- Limit of coverage scheduled on endorsement

Please provide list of drivers including drivers license numbers

VII. GENERAL LIABILITY

A. Limit Per Occurrence	\$1,000,000
B. Bodily Injury and Property Damage	Included
C. Personal Injury/Advertising Injury	\$1,000,000
D. Products/Completed Operations Aggregate	\$2,000,000
E. General Aggregate	\$2,000,000
F. Fire Damage Legal Liability	\$1,000,000
G. Employee Benefits Liability (\$1,000 ded).....	\$1,000,000
H. Employer's Liability Stop-Gap.....	\$1,000,000

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers as Additional Insureds
5. Temporary Liquor liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Fire Department Errors & Omissions
12. Cemetery Liability

Exclusions:

1. Riot, Civil Commotion or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution
8. Medical Payments
9. Mechanically operated amusement device
10. Employment Related Practices

VIII. ABUSE/MOLESTATION COVERAGE

A. Per Occurrence.....	\$1,000,000
B. Aggregate Limit.....	\$1,000,000

IX. PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY

- A. Limit Each Wrongful Act \$1,000,000
- B. Annual Aggregate \$1,000,000
- C. Deductible \$15,000
- D. Includes Employment Practices Liability
- E. Claims Made Coverage with no retro date

Includes:

- 1. Land Use Planning and Zoning
- 2. Mental Anguish/Emotional Distress/Personal Injury
- 3. Consent to Settle
- 4. Loss of Wages
 - Per Claim \$1,000,000
 - Aggregate \$1,000,000
- 5. Employment Non-Monetary Defense
 - Per Claim \$100,000
 - Aggregate \$100,000
- 6. Public Officials Non-Monetary Defense
 - Per Claim \$10,000
 - Aggregate \$50,000
- 7. Limited Civil Legal Expense Endorsement
 - Per Claim \$50,000
 - Aggregate \$300,000
- 8. Regulatory Taking of Private Property
 - Per Claim \$100,000
 - Aggregate \$100,000
- 9. Property Damage Definition Endorsement
 - Per Claim \$100,000
 - Aggregate \$100,000

X. LAW ENFORCEMENT LIABILITY

- A. Each Occurrence \$1,000,000
- B. Aggregate Limit \$1,000,000
- C. Deductible Each Wrongful Act \$25,000

Includes:

- 1. Line of Duty Death Coverage
- 2. Defense Costs are in Addition to Limit of Liability

XI. UMBRELLA LIABILITY

A. Limit Each Occurrence	\$10,000,000
B. Annual Aggregate	\$10,000,000
C. Self-Insured Retention	\$0

Aggregate limit applies separately per line of coverage and per location

Coverage over:

General Liability (including Fire Department E&O and EMT Malpractice)
Automobile Liability
Law Enforcement Liability
Public Officials Liability
Employment Practices Liability

OPTIONS

- Increase Forgery or Alteration Limit to \$500,000 – Additional \$365
- Increase Property Deductible to \$10,000 – Deduct \$6,024
- Increase Property Deductible to \$25,000 – Deduct \$14,503

OTHER MARKETING EFFORTS

Law Enforcement:

- Selective Insurance Company (\$15,000 Deductible) - Quote \$23,281
- Lexington Insurance Company, a non-admitted carrier (\$15,000 Deductible) - Quote \$27,515

Public Officials Liability:

- Greenwich Insurance Company – Quote \$24,541
- Lexington Insurance Company - Declined