

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

JANUARY 8, 2018

6:10 PM or immediately following Building & Building Code Committee

1. Discussion Items

- (a) **RES. NO. 1-18** - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Quality Control Inspection, Inc. for the provision of professional construction inspection services - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
- (b) **RES. NO. 2-18** - An emergency resolution authorizing the City Manager to purchase a new Duraco Durapatcher from Leader Machinery Company, LTD. in an amount not to exceed \$56,673.00 - **1st Reading**, (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
- (c) **RES. NO. 3-18** - An emergency resolution authorizing the City Manager to purchase a new or used Asphalt Emulsion Heated Storage tank from Northcoast Products in an amount not to exceed \$28,025.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

2. General Discussion

3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 1-18** - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Quality Control Inspection, Inc. for the provision of professional construction inspection services - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: Construction inspection is a service that we have contracted out for many years. The most recent contract was with QCI and ran from 2015 thru 2017. Requests for Proposals were received late 2017 with 7 companies responding. A panel of 3 ranked the RFP's and recommends QCI as the lowest and best.

PURPOSE AND EXPLANATION: QCI will provide construction inspection services on construction projects that the City of Brunswick will be administering for the length of the agreement.

IMPLEMENTATION SCHEDULE: The services will begin January 1, 2018 and continue thru December 31, 2020

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs for the construction inspection are included with the individual construction contracts. Each of these construction contracts will have their own individual resolutions showing the construction costs. Costs or purchase commitments are subject to sufficient Council appropriations and certified purchase orders pursuant to Ohio Revised Code Section 5705.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

It is requested that legislation is passed by emergency measure with suspension of the rules at the July 25 meeting to allow for the application to be completed before the September 2 deadline.

**ADDITIONAL
INFORMATION:**

The current contract was concluded on December 31, 2017. The administrative portion of the construction that was performed in 2017 continue through the winter months and therefore, the construction inspection services are still needed.

Agreement



Contract No.: 73-18-34
Expiration: 12/31/20
Client: City of Brunswick
Service: Civil Engineering Construction
Inspection Services

This Agreement made this ____ day of _____, 2018 by and between Quality Control Inspection, Inc. ("QCI") and the City of Brunswick ("CITY").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction engineer inspection and construction management (excluding: wastewater treatment plant, water plant, water towers, landfills, hazardous waste or treatment facilities, or projects adjudged by QCI to be of a specialized nature); and

WHEREAS, the CITY is desirous of engaging QCI to retain non-exclusive consulting services relating to construction engineering inspection and construction management as more fully set forth below: and

WHEREAS, on _____, 2018 the City of Brunswick authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and CITY have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the CITY hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), Contract Administrators ("CA") and Construction Project Engineers ("CPE") for the use by the CITY and at the direction of the CITY's engineer ("ENGINEER") or CITY's ("ARCHITECT") or otherwise authorized representative of the City to inspect, consult, or manage Work being performed by Contractors hired, or authorized to perform work, by the CITY. The CITY shall have the right to reasonably approve all personnel assigned by QCI including any additional or substitute personnel.

Prior to the commencement of any project for which the services of QCI are required and when requested by the CITY, QCI shall meet with the CITY, review the proposed project and provide the CITY with a QCI Pre-Project Support Services Plan and written estimate of cost proposed for services, consistent with Exhibit "A" fee schedule attached hereto, which written estimate must be approved in writing by City Engineer, Finance Director, and City Manager prior to commencement of the work.

1. Duties and Responsibilities of the RPR and CA (while working at the direction of the ENGINEER):
 - a.) Liaison: Serve as the CITY's and ENGINEER's liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.

- b.) Review of work, Rejection of Defective Work, Inspection and Tests:
- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - (ii) Report to the CITY and ENGINEER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise CITY and ENGINEER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - (iii) Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the CITY and ENGINEER appropriate details relative to the test procedures.
 - (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CITY and ENGINEER.
- c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the CITY and ENGINEER.
- d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CITY and ENGINEER.
- e.) Reports:
- (i) Furnish CITY and ENGINEER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
 - (ii) Consult with CITY and ENGINEER in advance of scheduled major tests, inspections or start of important phases of work.
- f.) RPR:
- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract, and report such findings in writing to the CITY and ENGINEER
 - (ii) The RPR is authorized to reject the use or attempted use of non-specified materials and report such rejection to the CITY and ENGINEER.
- g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CITY and ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction and report such findings in writing to the CITY and ENGINEER.
- (ii) Conduct final inspection in the presence of the CITY and ENGINEER and Contractor and prepare a final list of items to be completed or corrected, and report such findings in writing to the CITY and ENGINEER.
- (iii) Verify that all items on final list have been completed or corrected and make recommendations to the CITY and ENGINEER concerning acceptance.

i.) Additional Duties and Responsibilities of the CA: In addition to the duties and responsibilities as spelled out in Paragraph 1 (A), at the request of the CITY or ENGINEER, the CA shall act as a representative of the CITY and shall, under the CITY's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the CITY and ENGINEER.

2. Duties and Responsibilities of the Construction Project Engineer (CPE): QCI's CPE serves as the responsible engineer in charge of the construction and management of large capital improvement projects. These individuals are Ohio Licensed professional engineers who possess a significant level of experience in managing projects in full compliance with a variety of local, state, and federal government programs.

- a.) The CPE shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the CITY.
- b.) The CPE shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CPE shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative design or materials, preliminary budgets, and possible economies.
- c.) The CPE shall consult with the CITY and ENGINEER and/or ARCHITECT regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.
- d.) The CPE shall assist the CITY in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.
- e.) The CPE shall assist the CITY's ENGINEER and/or ARCHITECT with bid analyses and make recommendations to the CITY for the CITY's award of Contracts or rejection of bids.
- f.) The CPE may assist the CITY in preparing Construction Contracts and advise CITY on acceptability of Subcontractors and material suppliers proposed by Contractors.
- g.) The Construction Phase will commence with the award of the initial Construction

Contract or purchase order and, together with the CPE's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is made.

3. Additional Duties and Responsibilities of a CPE for projects administered by the CITY's ARCHITECT.
 - a.) The CPE shall provide administration of the Contracts for Construction in cooperation with the ARCHITECT as set forth below and in the edition of AIA Document A141-1997, Standard Form of Agreement between CITY and ARCHITECT with Standard Form of ARCHITECT's Services, current as of the date of this Agreement.
 - b.) The CPE shall schedule or be available to attend meetings to discuss such matters as procedures, progress and scheduling. The CM will prepare and promptly distribute minutes to the CITY, ARCHITECT, and Contractors.
 - c.) Utilizing the Construction Schedules provided by the Contractor(s), the CPE shall monitor the update of the Project construction schedule(s) incorporating the activities of the Contractors on the Project, including activity sequences and duration's, allocation of labor materials, processing of Shop Drawings, Product Data and samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the CITY's occupancy requirements showing portions of the Project having occupancy priority. The CPE shall coordinate the updating and reissue of the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met milestones, critical path items or the completion date, the CPE shall recommend corrective action to the CITY and ARCHITECT.
 - d.) The CPE shall endeavor to obtain satisfactory performance from the Contractor(s). The CM shall recommend in writing courses of action to the CITY when requirements of the Contract are not being fulfilled.
 - e.) The CPE shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials and other Work requiring accounting records.
 - f.) The CPE shall develop and implement procedures for the review and processing of applications by Contractor(s) for progress and final payments.
 - g.) Based on the CPE's observations and evaluations of the Contractor(s) Application for payment, the CPE shall review the amounts due the respective Contractor(s) and make recommendations of payment to the ARCHITECT and CITY and report such findings in writing to the CITY.
 - h.) The CPE shall determine in general that the work of the Contractor(s) is being performed in reasonable close conformance with the requirements of the Contract Documents, endeavoring to guard the CITY against defects and deficiencies in the Work and report such findings in writing to the CITY.
 - i.) As appropriate, the CPE shall have authority, upon written authorization from the CITY, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

- j.) The CPE, in consultation with the ARCHITECT, may reject Work that does not conform to the requirements of the Contract Documents and report such findings in writing to the CITY.
- k.) The CPE shall monitor the scheduling and coordination of sequence of the construction to the Contract documents and the latest approved Project construction schedule.
- l.) With respect to each Contractor's own Work, the CPE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction.
- m.) The CPE shall transmit to the ARCHITECT requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.
- n.) The CPE shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the ARCHITECT and CITY, and, if they are accepted, assist in preparing Change Orders and construction Change Directives which incorporate the ARCHITECT's and CITY modifications to the Documents.
- o.) The CPE shall assist the ARCHITECT in the review, evaluation and documentation of Claims.
- p.) Duties, responsibilities and limitations of authority of the CITY's project representative - "see attached AIA Document B352, modified.
- q.) All additional service, beyond the scope of this agreement shall only be undertaken by QCI upon written authorization by the CITY.

ARTICLE II - LIMITATIONS

Except upon written instruction of the CITY, ENGINEER, and/or ARCHITECT the RPR(s), CA or CPE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications or contract documents.
3. Shall not exceed limitations of the CITY, ENGINEER and/or ARCHITECT's authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's Superintendent, or expedite the work inconsistent with the project schedule of completion.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.

ARTICLE III - FEES

1. Fee Schedule:

- a.) The CITY shall pay to QCI the fees as set forth in Exhibit "A" attached hereto.
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the CITY, specifying the project name, total RPR hours worked, CA hours worked, CPE hours worked, gas mileage, and reimbursable expenses.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI assigned financial agent within THIRTY (30) days of the date the invoice was received by the CITY. The CITY shall be provided with a 2% discount on all hourly rates for services paid to QCI within 30-days of the dated invoice
- e.) In the event the CITY or QCI desires to terminate this Agreement, it may be terminated upon THIRTY (30) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of the notice of termination and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2020 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE IV - INDEMNIFICATION

1. Indemnification and Hold Harmless:

- e.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than \$1,000,000.00 and in a form generally the same as its current coverage provided by National Union Fire Company of Pittsburgh, PA.

ARTICLE V - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

- a.) Information About QCI Employees. CITY may work closely with employees of QCI performing services under this Agreement. All information about such employees which becomes known to CITY during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by CITY in soliciting employees of QCI at any time. CITY agrees to protect the confidentiality of such information unless otherwise subject to disclosure pursuant to applicable Ohio or Federal law.
- b.) Solicitation of Employees Prohibited. During the term QCI is performing services for CITY and from one (1) year following the cessation of such services, CITY shall not

directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. CITY agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.

ARTICLE VI - COPYRIGHTS

CITY acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System which shall remain the sole property of QCI and nothing herein shall be deemed to create any rights in CITY in violation of the rights or interest of QCI or any third party. CITY acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by CITY of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach.

ARTICLE VII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, CITY and QCI may amend this Agreement provided, however, any such amendment must be in writing and signed by both CITY and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter

and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

Acceptance:

QUALITY CONTROL INSPECTION, INC.
40 Tarbell Avenue
Bedford, Ohio 44146

By: 
Rick E. Capone, President

Date: November 28, 2017

CITY OF BRUNSWICK
4095 Center Road
Brunswick, Ohio 44242

By: _____
Carl DeForest, City Manager

Date: _____

Approved as to form

By: _____
Director of Law, City of Brunswick

Date: _____

This agreement authorized by resolution _____ adopted the ____ day of _____, 201__

By: _____
Clerk of Council, City of Brunswick

Date: _____

EXHIBIT "A"

1. Fee.

- a.) **Resident Project Representative** – \$48.00 to \$53.00 per hour, per person.
Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of eight hours (8) per day will be regarded as an extra for which compensation will be in the sum of \$72.00 to \$79.50 per hour, per person for each extra hour worked.
- b.) **Contract Administration** - \$73.00 per hour, per person.
- c.) **Construction Project Engineer (Ohio PE)** - \$95.00 per hour, per person.
- d.) **Discount** – The City of Brunswick shall be provided a 2% discount on all Hourly Rates for services, on invoices paid by the City to within 30-days of the dated invoice. QCI's Invoice(s) shall detail the total amount due and "Discount Amount Due" if paid within 30-days of dated invoice.
- e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
- f.) CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- g.) ~~The CITY shall reimburse QCI, the monthly subscription licensing cost of \$160.00 for the two (2) Remote View software version, of Build A Form® Engineering Report System (BAF). QCI shall provide the CITY Remote View internet access to QCI's BAF database. At the end of each contract year, QCI shall furnish the CITY a BAF database backup disk.~~ **After negotiation QCI will waive this cost.**
- h.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

6. Listing of Hourly Fees



QCI GroupSM

Hourly Rates and Fee Structure

QCI has a long history of providing the highest level of service for the greatest value in the industry. QCI has provided a range of pricing as per the City of Brunswick's instruction found on page 2 of your request. Upon our selection and in following Ohio's Qualifications-Based Selection process, using this range we will negotiate our rate(s) to perform the required services at a compensation determined in writing to be fair and reasonable to the City of Brunswick. Contract negotiations shall be directed toward:

- (1) Ensuring QCI and the City have a mutual understanding of the essential requirements involved in providing the required services;
- (2) Determining that QCI will make available the necessary personnel, equipment, and facilities to perform the services within the required time;
- (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.

QCI Fees and Costs Civil Engineering Construction Inspection Services RFP- 2017-002		
Position	Hourly Rate Range 2018- 2020	Hourly Overtime Rate Range 2018 - 2020
Construction Project Engineer	* \$95.00	N/A
Contract Administrator	* \$73.00	N/A
Resident Project Representative	* \$48.00 to \$53.00	\$72.00 to \$79.50

Discount on Fees and Costs

The City of Brunswick shall be provided with a 2% discount on all hourly rates for services paid by the City to QCI within 30-days of the dated invoice. QCI's invoice(s) shall detail the Total Amount Due as well as the Discount Amount; valid when paid within 30-days.

Below reflects the adjusted hourly rates when the aforementioned discount is applied:

Rates with 2% Discount on Fees and Costs Civil Engineering Construction Inspection Services RFP- 2017-002		
Position	Adjusted Hourly Rate	Adj. Hourly Overtime Rate
Construction Project Engineer	\$93.10	N/A
Contract Administrator	\$71.54	N/A

Resident Project Representative	\$47.04 to \$51.94	\$70.56 to \$77.91
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7. Other Reimbursable Fees



Listing of Other Fee Schedules Not Based on Hourly Fees:

QCI provides the City of Brunswick and the City's Engineer access to our electronic project documentation software Build A Form® Engineer Report System.

QCI will charge a monthly access fee to the system which conveniently provides real-time access to all of QCFs reporting and project analysis information right at your desktop. The City of Brunswick will receive two Build-A-Form™ seat licenses for the City's Service Director and one for the City's Engineer. These log-ins will allow the users to view all daily construction activity reports, analysis tools, project reports and to export project information into excel spreadsheets. **Fee Schedule:**

~~The CITY shall reimburse QCI the monthly subscription licensing cost of \$160.00 for the two (2) Remote View software version, of Build A Form® Engineering Report System (BAF). QCI shall provide the CITY Remote View internet access to QCFs BAF database. At the end of each contract year, QCI shall furnish the CITY a BAF database backup disk. After negotiation QCI will waive this cost.~~

Reimbursable Expenses:

Reimbursable Expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

Rate Terms:

QCFs rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.

The CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.

Where the contractor chooses to work four (4) – ten (10) hour days (4/10) schedule QCI applies the following hourly terms: QCI will relax our overtime schedule and charge regular time to the project based on the contractor's Monday through Thursday schedule, ten (10) hours per day. In the case of the four (4) ten (10) workschedule, overtime charges will apply any time the contractor works after ten (10) hours per day.

If the contractor chooses to work Friday as a day to make up and they have completed the Monday through Thursday, ten (10) hours per day schedule, it will be billed for overtime for that Friday.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR THE PROVISION OF PROFESSIONAL CONSTRUCTION INSPECTION SERVICES.

WHEREAS: Pursuant to a Request for Proposals authorized by Council my Motion, seven (7) (for the provision of professional construction inspection services were received in late 2017;

WHEREAS: A panel of three (3) members ranked the received proposals and recommended the proposal submitted by Quality Control Inspection, Inc. as being the lowest and best; and

WHEREAS: The previous professional construction inspection service agreement with Quality Control Inspection, Inc. expired on December 31, 2017.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with approval of the Director of Law, is authorized and directed to enter into a three (3) year Agreement with Quality Control Inspection, Inc., as attached hereto as Exhibit "A", for the provision of professional construction inspection services commencing January 1, 2018.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and to provide for the usual daily operation of a municipality and for the additional reason that this contract for professional construction inspection services be in effect as soon as possible for the continuation of professional construction inspection services. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 1-18

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR THE PROVISION OF PROFESSIONAL CONSTRUCTION INSPECTION SERVICES.

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ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 2-18** - An emergency resolution authorizing the City Manager to purchase a new Duraco Durapatcher from Leader Machinery Company, LTD. in an amount not to exceed \$56,673.00 - **1st Reading**, (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: This piece of equipment is on the state STS purchase program schedule #800495. State of Ohio Cooperative Purchasing Program. This equipment will be used year round to patch potholes throughout the City. \$57,000 was budgeted for in the approved 2018 Capital Budget for this purchase.

PURPOSE AND EXPLANATION: The proposed Durapatcher is a trailer mounted spray injection machine that will allow for the mixing of asphalt emulsion and stone to create an asphalt patch at the site of the pothole. The purchase of this machine will eliminate the need to contract with Patch Management to patch potholes in the City on an annual basis.

IMPLEMENTATION SCHEDULE: Spring of 2018.

FINANCIAL INFORMATION: Duraco Durapatcher - - Street Repair & Maintenance Fund #117 and related capital Subfund (#953) - 953-0420-56252 - - 56673

FINANCIAL SUMMARY: See above

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes

Suspension of Rules

No

If emergency or suspension of the rules, why the request?

By making this an emergency we will be able to receive the piece of equipment by spring in order to use for the start of pothole patching.

**ADDITIONAL
INFORMATION:**



LEADER MACHINERY COMPANY, LTD.

P.O. Box 437 • Monroe, Ohio 45050 • Phone: (513) 217-5000 • Fax (513) 217-4638

December 20, 2017

Paul Barnett
City of Brunswick
4095 Center Rd
Brunswick, Ohio 44212

Dear Paul,

I am pleased to quote to your city per the state STS purchase program, schedule #800495, one new Duraco Durapatcher, model 125DJT (P2) trailer mounted spray injection machine equipped with the following features:

Trailer: Dual axle 12,000 pound capacity
Empty weight: 5,380 pounds
Four 6 ply rated 15" tires
Electric brakes with breakaway
Strobe light safety flasher
Trailer lighting
Engine: 74 net horse power four cylinder tier four diesel engine
Blower: Direct drive off engine
450 CFM @ 7 PSI air flow
Air relief pop off valve
Replaceable paper filter element
Compressor: Heavy duty direct drive compressor
70-90 PSI operating range
Emulsion Tank: 250 gallon tank
2" insulated and covered jacketed tank
Two 1500 watt heater blankets with thermostats
Hot oil heating system
Hoses: 3.50" x 16.4" aggregate hose
Swinging hose carrier
Arrow board directional signal, Tail Gate Box with tube

Base State Price with S&H included \$54,810.00

Delivery Approximately 3-5 weeks from receipt of order

I broke down the options for you to see which almost everyone gets. If you have any questions please call us anytime. I hope we can be of service to you.

Sincerely,

Leader Machinery Company

Mike Myers
Mike Myers
Sales Representative

Options: Tank Quantity Gauge.....\$702.00
Electric Emulsion Control.....630.00
Neater (nozzle heater).....351.00
Tool Kit.....180.00
Total with added options.....\$56,673.00

DURACO INC

STATE TERM SCHEDULE

Index No: STS515

Eff. Date: 4/1/2016

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000158008
DURACO INC
PO Box 6127
Jackson, MS 39288
www.durapatcher.com www.cimlinepmg.com

Same

800495

Contractor Contacts:

Mr. C.E. "Nat" Alford

601-932-2100

Fax: 601-936-6039 Sales Contact

nalford@durapatcher.com

Delivery:

45 Days A.R.O. - F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$150.00

Maximum: \$200,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22101600 - Paving equipment

Lawn, Garden and Heavy Construction Equipment - Asphalt Patch Equipment

NOTES:

Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and pricelists.

Discount of 10% off of the Durapatcher list pricing
Discounts are available on the Cimline pricelist

Current Durapatcher pricelist is dated April 01, 2014
Current Cimline pricelist is dated January 25, 2016

Dealer Index

Dealer Name & Address

0000073138
Leader Machinery Company, LLC.
Authorized DuraPatcher Products Dealer
982 Greentree Road
Middletown, OH 45044

Remit to:

0000073138
Leader Machinery Company, LLC.
982 Greentree Road
Middletown, OH 45044

OAKS Contract ID

800495-2

**Dealer's Contact:****Name**

Mr. Mark Leaders

Phone

513-217-5000

Fax

513-217-4638

Email Address

mark@leadermachinery.com

Dealer Name & Address

0000064707
MCLEAN CO
Authorized Cimline Products Dealer
3155 E 17th Ave
Columbus, OH 43219

Remit to:

0000064707
MCLEAN CO
6681 Chittenden Rd.
Hudson, OH 44236

OAKS Contract ID

800495-3

**Dealer's Contact:****Name**

Ms. Tina Baker

Phone

614-475-2880

Fax

614-475-0069

Email Address

tbaker@themcleancompany.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800495

EFFECTIVE DATES: 04/01/2016 TO 03/31/2018

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO PURCHASE A NEW DURACO DURAPATCHER FROM LEADER
MACHINERY COMPANY, LTD. IN AN AMOUNT NOT TO EXCEED
\$56,673.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the
Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Leader
Machinery Company, Ltd.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to purchase a new Duraco
Durapatcher from Leader Machinery Company, Ltd. in an amount not to exceed
\$56,673.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for
the immediate preservation of the public peace, property, health, safety or
welfare, and for the additional reason that immediate passage is necessary to
ensure receipt in time to perform pothole patching in the Spring of 2018.
Therefore, the same shall be in full force and effect from and after its passage by
the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 2-18

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW DURACO DURAPATCHER FROM LEADER MACHINERY COMPANY, LTD. IN AN AMOUNT NOT TO EXCEED \$56,673.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Leader Machinery Company, Ltd.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to purchase a new Duraco Durapatcher from Leader Machinery Company, Ltd. in an amount not to exceed \$56,673.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ensure receipt in time to perform pothole patching in the Spring of 2018. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 3-18** - An emergency resolution authorizing the City Manager to purchase a new or used Asphalt Emulsion Heated Storage tank from Northcoast Products in an amount not to exceed \$28,025.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: This piece of equipment is on the state STS purchase program schedule #800557. This equipment will be used year round to store asphalt emulsion that will be used in the new Durapatch machine to patch potholes throughout the City. \$30,000 was budgeted in the approved 2018 Capital Budget for this purchase. The supplier has some used units that are currently available to purchase at a lower cost than new. These units meet or exceed the qualifications of the new unit we are considering for purchase. These are being sold on a first come basis. This legislation request allows for that decision to be made once the legislation is approved and we know what units are available with a not to exceed cost of \$28,025.00.

PURPOSE AND EXPLANATION: Service Department is purchasing a Durapatcher which is a trailer mounted spray injection machine that will allow for the mixing of asphalt emulsion and stone to create an asphalt patch at the site of the pothole. This legislation will allow for the purchase of a heated tank that will be stationary at Streets West 130th Street yard. We will purchase hot liquid asphalt emulsion in bulk and it delivered to this tank. Daily, as crews leave the yard to patch pavement they will fill the patch machine with asphalt emulsion from this tank. This purchase will eliminate the need to contract with Patch Management to patch potholes in the City on an annual basis.

IMPLEMENTATION SCHEDULE: Spring of 2018.

FINANCIAL INFORMATION: Asphalt Emulsion heated storage tank - - Street Repair and Maintenance Fund #117 and related capital subfund (#953) - 953-0420-56252 - - 28025

FINANCIAL SUMMARY:

RECOMMENDED

ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
By making this an emergency we will be able to receive the piece of equipment by spring in order to use for the start of pothole patching.

**ADDITIONAL
INFORMATION:**



December 20, 2017

Paul Barnett
City of Brunswick
4095 Center Rd.
Brunswick, Ohio 44212

Dear Paul,

I am pleased to quote to your city one used Northcoast Products model NP1500RS heated storage tank. Northcoast Products is a sister company to Leader Machinery Company. These tanks are sold under the Northcoast name (as is the emulsion we supply), while the Durapatcher is sold under the Leader Machinery name.

One 2003 NP1500RS, 1500 gallon heated emulsion storage tank. This tank was retrofitted in 2016 with a new style striation system. 30 day warranty along with delivery is included. Condition, very good. Selling Price\$20,000.00.

Also, we have a 2004/2016 Retro 1500 gallon tank for \$19,000.00. Condition, good. Delivery and warranty same as above.

We also have a 2011 NP2000S 2000 gallon tank available for \$24,500.00. Condition, very good. New price from the state contract is \$35,135.00. Delivery and warranty same as above. The state price for a new 1500 gallon NP1500S is \$28,025.00.

We have a new 2017 (tank shell just finished, rest will be completed sometime in March) 1500 gallon and 2000 gallon tank.

All tanks are subject to prior sale. All of the tanks are on the State STS schedule. A copy of the State contract is included.

These tanks have a striation system with programmable timers on them. You will have to provide a 220V, 50 Amp style receptacle outlet to plug the tank into.

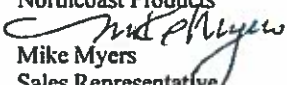
When emulsion is needed, call us and we will send one of our transports to fill it. Freight costs to you would be based from Akron. Freight is \$3.50 per mile with a one way charge or a minimum of \$100.00. The current emulsion price is \$2.20 a gallon for RS2 (rapid set) or medium set.

These tanks are unique to the market. They not only are heated and have a striation system (material is picked up 4" or less from the bottom of the tank), but can be pressurized using the air pressure from the Durapatcher to fill the Durapatcher. This means you can place them anywhere at ground level as they do not have to be elevated for gravity feed into the Durapatcher. Also, they are designed for easy clean out like the Durapatcher.

Thank you for your time and interest. I hope we can be of service to you

Sincerely,

Northcoast Products


Mike Myers
Sales Representative

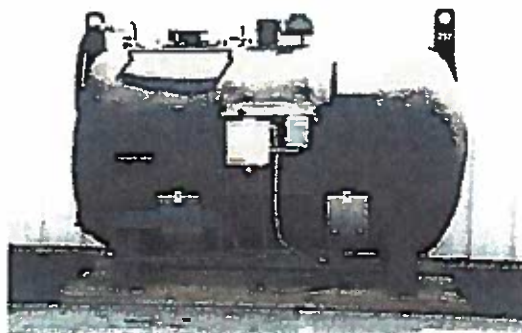
NORTHCOAST PRODUCTS is a sister company to Leader Machinery Co.



*Leader Provides the Durapatchers
NORTHCOAST PROVIDES Emulsion and Storage Tanks
Both are on the STS-Steel Contact*

P.O. Box 437
Monroe, OH 45050
PH 513-217-5000
FAX 513-217-4638

NP Heated Emulsion Storage Tanks



1,500 Gallon Tank

Specifications:

NP1000S 1000 gallon capacity 120" L x 54" Dia
NP1500S 1500 gallon capacity 124" L x 64" Dia
NP2000S 2000 gallon capacity 136" L x 72" Dia
NP2500S 2500 gallon capacity 140" L x 84" Dia
Tanks meet ASME section VIII division 1 standards
Minimum 2" foam insulated exterior
Thermostatically controlled heat system with high limit cutoff
(2) 220 volt 1000 watt heat blankets
Programmable striation system
Tank contents gauge
Pressurized off-loading system
2" loading hose
16"x20" inspection hatch
Tank cradle mounted
Convenient operator's platform included
Tank equipped with lifting eyes

Options:

13' L x 8' W x 24" H Steel Dike

Specifications subject to change without notice

Northcoast Products

STATE TERM SCHEDULE

Index No: STS515

Eff. Date: 4/12/2017

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000134888
Northcoast Products
PO Box 437
Monroe, OH 45050

Same

800557

Contractor Contacts:

Delivery:

60-90 Days A.R.O. - F.O.B. Destination

Terms:

2% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: \$30,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

24111800 - Tanks and cylinders and their accessories

NOTES:

USED TANKS FOR SALE:

~~Model NP1000S-T Serial#30711 Size: 1000 Gal. Price: \$27,000.00~~
~~Model NP1000S-T Serial#30712 Size: 1000 Gal. Price: \$22,000.00~~
~~Model NP1500S Serial#26832 Size: 1500 Gal. Price: \$24,000.00~~
~~Model NP1500S Serial#26881 Size: 1500 Gal. Price: \$19,000.00~~
~~Model NP1500S Serial#26862 Size: 1500 Gal. Price: \$19,000.00~~
~~Model NP1500S Serial#26371 Size: 1500 Gal. Price: \$17,500.00~~
~~Model NP1500S Serial#26373 Size: 1500 Gal. Price: \$20,000.00~~
~~Model NP1500S Serial#26460 Size: 1500 Gal. Price: \$20,000.00~~
~~Model NP200S Serial#30223 Size: 2000 Gal. Price: \$24,500.00~~
~~Model NP2500S Serial#29263 Size: 2500 Gal. Price: \$25,000.00~~

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800557

EFFECTIVE DATES: 04/12/2017 TO 04/30/2019

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW OR USED ASPHALT EMULSION HEATED STORAGE TANK FROM NORTHCOAST PRODUCTS IN AN AMOUNT NOT TO EXCEED \$28,025.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Northcoast Products.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to purchase a new or used asphalt emulsion heated storage tank from Northcoast Products in an amount not to exceed \$28,025.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ensure receipt in time to perform pothole patching in the Spring of 2018. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 3-18

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW OR USED ASPHALT EMULSION HEATED STORAGE TANK FROM NORTHCOAST PRODUCTS IN AN AMOUNT NOT TO EXCEED \$28,025.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

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SECTION 1: That the City Manager is hereby authorized to purchase a new or used asphalt emulsion heated storage tank from Northcoast Products in an amount not to exceed \$28,025.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ensure receipt in time to perform pothole patching in the Spring of 2018. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC