

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda MARCH 26, 2018 6:30 PM

1. Discussion Items
 - (a) **RES. NO. 22-18** - An emergency resolution requesting that the Ohio Department of Transportation proceed with the North Carpenter Road Project - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 03/26/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 22-18** - An emergency resolution requesting that the Ohio Department of Transportation proceed with the North Carpenter Road Project - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: A resolution pledging cooperation with the Ohio Department of Transportation was approved by City Council on February 13, 2017.

PURPOSE AND EXPLANATION: The purpose of the project is to reconstruct 2.06 miles of North Carpenter Road from 0.54 miles north of Center Road (SR 303) to Boston Road in the City of Brunswick and Brunswick Hills Township. The project will be a total reconstruction of North Carpenter Road including new pavement, curbs, sidewalks, storm sewers, and adjustments to the vertical alignment. The project is design-build, which means the contractor is given the scope of work and will need to prepare detailed design plans as part of the construction project after the contract is awarded.

IMPLEMENTATION SCHEDULE: The design-build contract for this project is scheduled to be let by ODOT on May 3, 2018. Construction is anticipated to begin in Fall 2018 and completed in August 2020.

FINANCIAL INFORMATION: North Carpenter Road Project - - N Carpenter Fund #347 & Road Improvement Fund #333 - 347-0424-56880 Cnty Share = \$457,709.05 & 347-0424-56881 City share (partial) = \$77,575.45 & 333-0431-56881 City share (partial) = \$1,730,601.87 - - 2265886.37
Alternate for Grafton Road Intersection - - N Carpenter Fund #347 & Road Improvement Fund #333 - 347-0424-56880 Cnty Share = \$181,800 & 333-0431-56881 City share (partial) = \$718,200 - - 900000

FINANCIAL SUMMARY: The base bid for this project is being funded as follows: 80% from a State Infrastructure Bank (SIB) Loan with 100% of the principal to be repaid over 10 years by the Northeast Ohio Areawide Coordinating Agency (NOACA). Interest on the loan will be split 80% to Northeast Ohio Areawide Coordinating Agency and 20% City of Brunswick, with the City of Brunswick's share of the interest not to exceed \$300,000. ODOT's cost estimate for the local share of the base bid for this project is \$2,121,822.55 for construction costs and \$144,063.82 for ODOT engineering (inspection) costs.

Total local cost share for the base bid construction costs and ODOT engineering = \$2,265,886.37

The local costs are then to be split between the City of Brunswick at 79.8% and Medina County at 20.2%. \$2,265,886.37 Total (City Portion 79.8% or \$1,808,177.32 and County Portion 20.2% or \$457,709.05)

Note these above noted costs and agreement exclude the estimated cost of Grafton Road intersection (bid as an alternate and is 100% local costs split between the City and Medina County). This legislation as written would also allow the Administration and City Manager to exercise the alternate bid for Grafton Road Intersection for an additional amount but not to exceed \$900,000. In total with the base bid + alternate bid + ODOT engineering costs, this legislation would authorize the City to spend no more than \$3,165,886.37 in total for the local share costs for this project. If actual costs were to exceed this total amount, the Administration would need to re-approach Council for authorization to proceed.

**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 for the immediate preservation of the public peace, property, health, safety, or welfare, and so that the legislation will be enacted and delivered to ODOT District 3 prior to their April 16, 2018 deadline.

**ADDITIONAL
INFORMATION:**

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Brunswick, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of reconstruct 2.06 miles of North Carpenter Road from 0.54 miles north of State Route 303 to Boston Road, lying within the City of Brunswick.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Million Two Hundred Sixty Five Thousand Eight Hundred Eighty Six and - - - 37/100 Dollars, (\$2,265,886.37).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Brunswick
4095 Center Road
Brunswick, Ohio
44212

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party

delivered in such a manner as if such signature were an original.

PID No. 14821 – Contract

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
City of Brunswick

Director of Transportation

City Manager

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

Signature Certificate

 Document Reference: SAV6P8JYKJ4CY2RTWANEDB

RightSignature

Easy Online Document Signing



Jeffrey Hisem, Administrator
Party ID: TGA4PSJDB2HHKNIUEM4S6E
IP Address: 156.63.133.8

VERIFIED EMAIL: jeff.hisem@dot.ohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

e5b2d129c09812aee0fe672642254bbc30b52ffb



Jeffrey Hisem, Director
Party ID: M33VRUJX73GUE6RPD7DFLA
IP Address: 156.63.133.8

VERIFIED EMAIL: jeff.hisem@dot.ohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

e5b2d129c09812aee0fe672642254bbc30b52ffb



Timestamp

2018-03-13 06:19:02 -0700

2018-03-13 06:19:01 -0700

2018-03-13 06:19:00 -0700

2018-03-13 06:18:22 -0700

2018-03-13 06:17:54 -0700

2018-03-13 06:17:52 -0700

2018-03-13 06:17:00 -0700

2018-03-13 06:15:31 -0700

Audit

All parties have signed document. Signed copies sent to: Helene Ware, Jeffrey Hisem, Administrator, and Jeffrey Hisem, Director.

Document signed by Jeffrey Hisem, Administrator (jeff.hisem@dot.ohio.gov) with drawn signature. - 156.63.133.8

Jeffrey Hisem, Administrator (jeff.hisem@dot.ohio.gov) has viewed Consumer Disclosure and affirmatively consented. - 156.63.133.8

Document viewed by Jeffrey Hisem, Administrator (jeff.hisem@dot.ohio.gov). - 156.63.133.8

Document signed by Jeffrey Hisem, Director (jeff.hisem@dot.ohio.gov) with drawn signature. - 156.63.133.8

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Document viewed by Jeffrey Hisem, Director (jeff.hisem@dot.ohio.gov). - 156.63.133.8

Document created by Helene Ware (helene.ware@dot.ohio.gov). - 156.63.133.8



This signature page provides a record of the online activity executing this contract.

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$2,265,886.37** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **NORTH CARPENTER ROAD**, lying within the corporate limits of the City of Brunswick, more particularly described as follows:

The project consists of reconstruct 2.06 miles of North Carpenter Road from 0.54 miles north of State Route 303 to Boston Road, lying within the City of Brunswick; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Brunswick, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2017.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Brunswick, Ohio

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Helene Ware
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

PID No. 14821
Invoice No. 10878

To: City of Brunswick

4095 Center Road
Brunswick, Ohio
44212

Federal Project No. F964 (049)
Medina County
City of Brunswick
NORTH CARPENTER ROAD

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$2,265,886.37

Contract amount \$2,121,822.55
ODOT Engineering amount. \$ 144,063.82

For the improvement of that portion of **NORTH CARPENTER ROAD**, more particularly described as follows:

The project consists of reconstruct 2.06 miles of North Carpenter Road from 0.54 miles north of State Route 303 to Boston Road, lying within the City of Brunswick.

Total Amount Due	\$2,265,886.37
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Ohio Department of Transportation
By: 
Jeffrey M. Hisem, Administrator
Office of Estimating

1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION REQUESTING THAT THE OHIO
DEPARTMENT OF TRANSPORTATION PROCEED WITH THE NORTH
CARPENTER ROAD PROJECT.

WHEREAS: The Ohio Department of Transportation (“ODOT”) intends to reconstruct a 2.06 mile portion of North Carpenter Road from 0.54 miles north of State route 303 to Boston Road located in the City of Brunswick and Brunswick Hills Township, including, without limitation, new pavement, curbs, sidewalks, storm sewers and adjustments to vertical alignment (the “Project”).

WHEREAS: On February 13, 2017, City Council adopted Resolution No. 12-17 authorizing the Project and providing cooperation as provided therein.

WHEREAS: The City agrees to cooperate with the Director of Transportation in the above-described Project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire local cost share of the Project located within the City of Brunswick, less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

WHEREAS: The share of the local cost to be assumed by the City is now estimated in the amount of \$2,265,886.37, but said estimated amount is to be adjusted in order that the City’s share of the Project shall correspond with percentages of actual costs when such actual costs are determined in a total amount not to exceed \$3,165,886.37 as appropriated by City Council for the Project.

WHEREAS: The Director of Transportation has approved City of Brunswick Resolution No. 12-17 and has caused to be made plans and specifications and an estimate of cost and expense for the Project and has transmitted copies of the same to the City of Brunswick.

WHEREAS: The City of Brunswick desires the Director of Transportation to proceed with the Project.

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

SECTION 1: That the estimated local cost share in the total amount not to exceed

\$3,165,886.37 is hereby appropriated for the above-described Project and the Finance Director is hereby authorized and directed to issue necessary purchase orders for such amount upon the requisition of the Director of Transportation. The City shall also assume the local cost share over and above the amount to be paid from federal funding sources.

SECTION 2: That the City hereby requests the Director of Transportation to proceed with the Project.

SECTION 3: That the City Manager is hereby authorized, upon approval of the Law Director, to enter into an agreement with the State of Ohio providing for the payment of the Project in the amount provided for herein.

SECTION 4: That the Council Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Director of Transportation.

SECTION 5: 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 this Resolution must be certified to Ohio Department of Transportation by April 16, 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 _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 22-18

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

AN EMERGENCY RESOLUTION REQUESTING THAT THE OHIO
DEPARTMENT OF TRANSPORTATION PROCEED WITH THE NORTH
CARPENTER ROAD PROJECT.

WHEREAS: The Ohio Department of Transportation (“ODOT”) intends to reconstruct a 2.06 mile portion of North Carpenter Road from 0.54 miles north of State route 303 to Boston Road located in the City of Brunswick and Brunswick Hills Township, including, without limitation, new pavement, curbs, sidewalks, storm sewers and adjustments to vertical alignment (the “Project”).

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PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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