

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda MAY 21, 2018 6:30 PM

1. Discussion Items
 - (a) **RES. NO. 38-18** - An emergency resolution authorizing the City Manager to enter into an agreement with Fabrizi Trucking & Paving CO., INC. for the construction of the Laurel Road Phase 1 Reconstruction Project in an amount not to exceed \$1,108,150.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)
 - (b) **RES. NO. 39-18** - An emergency resolution amending Resolution NO. 22-18 by increasing the city's local cost share for the North Carpenter Road Project to an amount not to exceed \$3,256,827.09. - **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: 05/21/2018

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. 38-18** - An emergency resolution authorizing the City Manager to enter into an agreement with Fabrizi Trucking & Paving CO., INC. for the construction of the Laurel Road Phase 1 Reconstruction Project in an amount not to exceed \$1,108,150.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on March 12, 2018.

PURPOSE AND EXPLANATION: The proposed project will remove and replace the existing deteriorated concrete pavement and base on Laurel Road between Pearl Road and Brintnall Drive. New aprons will be constructed at all affected driveways. Sidewalk will be removed and replaced as needed. Storm sewer crossovers and catch basins within the project limits will also be removed and replaced.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in July and be completed in October.

FINANCIAL INFORMATION: Laurel Road Reconstruction Phase 1 - - Road Improvement Fund #333 - 333-0552-56881 & 333-0552-56883 - - 1108150

FINANCIAL SUMMARY: The lowest and best competitive bid received was from Fabrizi Trucking in the amount of \$1,108,150. The bid includes construction and inspection costs. The split out of these costs are to be estimated and split out, however, the total of the costs shall not exceed the bid of \$1,108,150. Construction costs will be charged to account #333-0522-56881 and inspection costs will be charged to 333-0552-56883.

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 providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed during the 2018 construction season.

**ADDITIONAL
INFORMATION:**

MEMO

Engineering Department



TO: City Council
FROM: Matthew M. Jones, P.E.
DATE: May 16, 2018
RE: Laurel Road Reconstruction Phase 1

On May 16, 2018, public bids were opened for the Laurel Road Reconstruction Phase 1 project. A tabulation of the bid results is attached for your reference. Six companies submitted bids for the project. The low bidder for the project was Fabrizi Trucking and Paving Co., Inc. with a base bid of \$1,108,150.00. The Engineer's estimate was \$1,150,000.00. Catts Construction was the second low bidder at \$1,156,317.00.

This project will facilitate the complete removal and replacement of the concrete pavement and base on Laurel Road from Pearl Road to Brintnall Drive. Also included in the scope of work is replacement of catch basins and storm sewer crossover pipes, installation of pipe underdrains, drive apron replacement, curb ramp replacement, and sidewalk repairs where needed. Also, contingency quantities are included in the bid for subgrade removal and replacement where needed.

CVE staff has contacted a sampling of references provided by Fabrizi Trucking and Paving. The reference check did not find any recurring issues with Fabrizi. Three municipalities were contacted regarding three separate projects, and all classified Fabrizi as an above average contractor. Additionally, Fabrizi was the City's contractor on the Skyview Drive Reconstruction project in 2017 which was acceptably completed.

Based upon a review of the bid documents and other references, it is my opinion that Fabrizi has the needed experience, personnel and equipment to successfully complete the work as bid and should be considered the lowest and best bidder for this project.

Therefore, I respectfully request that City Council consider emergency legislation to award a contract in the amount of \$1,108,150.00 to Fabrizi Trucking and Paving Co., Inc. to complete the Laurel Road Reconstruction Phase 1 project.

If you have any questions or require any additional information, please contact me at your convenience.

Attachments

C: Carl DeForest, City Manager
Paul Barnett, Service Director
Todd Fischer, Finance Director
Ken Fisher, Law Director

BID TABULATION
LAUREL ROAD RECONSTRUCTION
CITY OF BRUNSWICK
DATE: MAY 16, 2018
BID NO. 2018-007
CVE JOB NO. 17400 Engineer's Estimate: \$1.15 Million

				FABRIZI TRUCKING & PAVING CO., INC.		CATTS CONSTRUCTION, INC.		TRI MOR CORPORATION	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PAVEMENT REMOVED	SY	9,600	\$16.00	\$153,600.00	\$15.00	\$144,000.00	\$11.00	\$105,600.00
2	SUBGRADE COMPACTION	SY	9,600	\$1.00	\$9,600.00	\$3.00	\$28,800.00	\$0.50	\$4,800.00
3	CONCRETE PAVEMENT WITH FIBROUS REINFORCING	SY	9,600	\$61.00	\$585,600.00	\$66.00	\$633,600.00	\$70.00	\$672,000.00
4	6" FABRIC WRAPPED UNDERDRAIN	LF	5,400	\$8.00	\$43,200.00	\$8.25	\$44,550.00	\$9.00	\$48,600.00
5	CONCRETE DRIVE APRON - RESIDENTIAL	SF	5,050	\$6.50	\$32,825.00	\$6.50	\$32,825.00	\$7.00	\$35,350.00
6	CONCRETE DRIVE APRON - COMMERCIAL	SF	5,400	\$8.00	\$43,200.00	\$8.50	\$45,900.00	\$7.75	\$41,850.00
7	BASE STABILIZATION, #2 AGGREGATE	CY	320	\$40.00	\$12,800.00	\$39.00	\$12,480.00	\$50.00	\$16,000.00
8	BASE STABILIZATION, #4 AGGREGATE	CY	320	\$40.00	\$12,800.00	\$39.00	\$12,480.00	\$50.00	\$16,000.00
9	CONCRETE SIDEWALK	SF	1,600	\$6.00	\$9,600.00	\$6.10	\$9,760.00	\$7.00	\$11,200.00
10	CURB RAMP	SF	300	\$12.00	\$3,600.00	\$14.25	\$4,275.00	\$15.00	\$4,500.00
11	EXISTING CATCH BASIN OR CURB INLET REMOVED	EACH	4	\$150.00	\$600.00	\$190.00	\$760.00	\$800.00	\$3,200.00
12	STORM SEWER REMOVED, 24" AND UNDER	LF	340	\$5.00	\$1,700.00	\$6.00	\$2,040.00	\$25.00	\$8,500.00
13	12" STORM SEWER	LF	459	\$75.00	\$34,425.00	\$93.00	\$42,687.00	\$80.00	\$36,720.00
14	CATCH BASIN CB-3C	EACH	4	\$2,500.00	\$10,000.00	\$2,950.00	\$11,800.00	\$3,000.00	\$12,000.00
15	TWIN CATCH BASIN CB-3C2	EACH	2	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00
16	EXISTING 6' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	1	\$3,000.00	\$3,000.00	\$2,735.00	\$2,735.00	\$2,000.00	\$2,000.00
17	EXISTING 8' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	3	\$3,300.00	\$9,900.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00
18	EXISTING 10' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	5	\$3,600.00	\$18,000.00	\$3,300.00	\$16,500.00	\$2,300.00	\$11,500.00
19	EXISTING 12' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	4	\$4,000.00	\$16,000.00	\$3,575.00	\$14,300.00	\$2,800.00	\$11,200.00
20	EXISTING 14' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	1.00	\$4,800.00	\$4,800.00	\$3,900.00	\$3,900.00	\$3,000.00	\$3,000.00
21	EXISTING CATCH BASIN ADJUSTED TO GRADE	EACH	1	\$250.00	\$250.00	\$550.00	\$550.00	\$400.00	\$400.00
22	EXISTING STORM MANHOLE ADJUSTED TO GRADE	EACH	2	\$250.00	\$500.00	\$275.00	\$550.00	\$400.00	\$800.00
23	EXISTING SANITARY MANHOLE ADJUSTED TO GRADE	EACH	3	\$350.00	\$1,050.00	\$275.00	\$825.00	\$600.00	\$1,800.00
24	WATER MAIN VALVE AND BOX ADJUSTED TO GRADE	EACH	10	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$80.00	\$800.00
25	MISCELLANEOUS METAL	LBS	2,000	\$1.10	\$2,200.00	\$1.30	\$2,600.00	\$1.25	\$2,500.00
26	SURVEY MONUMENT AND MONUMENT BOX ASSEMBLY	EACH	7	\$350.00	\$2,450.00	\$425.00	\$2,975.00	\$600.00	\$4,200.00
27	LINEAR GRADING, TOPSOIL, SEEDING & MULCHING	LUMP	1	\$24,750.00	\$24,750.00	\$31,500.00	\$31,500.00	\$26,000.00	\$26,000.00
28	MAINTAINING TRAFFIC AND DETOUR SIGNING	LUMP	1	\$50,000.00	\$50,000.00	\$19,000.00	\$19,000.00	\$58,000.00	\$58,000.00
29	PAVEMENT MARKING AND SIGNAGE	LUMP	1	\$6,500.00	\$6,500.00	\$4,475.00	\$4,475.00	\$6,500.00	\$6,500.00
30	ODOT 632 LOOP DETECTOR REMOVE & REPLACE	EACH	2	\$1,350.00	\$2,700.00	\$1,400.00	\$2,800.00	\$1,500.00	\$3,000.00
31	EROSION CONTROL	LUMP	1	\$2,500.00	\$2,500.00	\$5,400.00	\$5,400.00	\$2,500.00	\$2,500.00
TOTAL PROJECT COST				TOTAL	\$1,108,150.00	TOTAL	\$1,156,317.00	TOTAL	\$1,165,120.00
<i>Substantial Completion Required Within 95 Days of Issuance of Notice To Proceed</i>				DAYS TO COMPLETE: 95 DAYS		DAYS TO COMPLETE: 95 DAYS		DAYS TO COMPLETE: 95 DAYS	

				KARVO COMPANIES, INC.		PERK COMPANY, INC.		ECLIPSE CO., LLC	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PAVEMENT REMOVED	SY	9,600	\$11.45	\$109,920.00	\$15.60	\$149,760.00	\$12.62	\$121,152.00
2	SUBGRADE COMPACTION	SY	9,600	\$1.00	\$9,600.00	\$1.30	\$12,480.00	\$2.00	\$19,200.00
3	CONCRETE PAVEMENT WITH FIBROUS REINFORCING	SY	9,600	\$65.25	\$626,400.00	\$66.10	\$634,560.00	\$71.25	\$684,000.00
4	6" FABRIC WRAPPED UNDERDRAIN	LF	5,400	\$12.75	\$68,850.00	\$13.00	\$70,200.00	\$15.50	\$83,700.00
5	CONCRETE DRIVE APRON - RESIDENTIAL	SF	5,050	\$6.75	\$34,087.50	\$7.00	\$35,350.00	\$7.50	\$37,875.00
6	CONCRETE DRIVE APRON - COMMERCIAL	SF	5,400	\$7.65	\$41,310.00	\$7.50	\$40,500.00	\$9.50	\$51,300.00
7	BASE STABILIZATION, #2 AGGREGATE	CY	320	\$63.00	\$20,160.00	\$30.00	\$9,600.00	\$76.50	\$24,480.00
8	BASE STABILIZATION, #4 AGGREGATE	CY	320	\$64.00	\$20,480.00	\$30.00	\$9,600.00	\$81.00	\$25,920.00
9	CONCRETE SIDEWALK	SF	1,600	\$6.30	\$10,080.00	\$6.50	\$10,400.00	\$8.50	\$13,600.00
10	CURB RAMP	SF	300	\$12.85	\$3,855.00	\$21.00	\$6,300.00	\$28.50	\$8,550.00
11	EXISTING CATCH BASIN OR CURB INLET REMOVED	EACH	4	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$297.50	\$1,190.00
12	STORM SEWER REMOVED, 24" AND UNDER	LF	340	\$14.00	\$4,760.00	\$30.00	\$10,200.00	\$17.50	\$5,950.00
13	12" STORM SEWER	LF	459	\$110.00	\$50,490.00	\$167.00	\$76,653.00	\$77.00	\$35,343.00
14	CATCH BASIN CB-3C	EACH	4	\$2,150.00	\$8,600.00	\$2,500.00	\$10,000.00	\$1,890.00	\$7,560.00
15	TWIN CATCH BASIN CB-3C2	EACH	2	\$4,400.00	\$8,800.00	\$3,700.00	\$7,400.00	\$2,323.00	\$4,646.00
16	EXISTING 6' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	1	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,886.50	\$2,886.50
17	EXISTING 8' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	3	\$2,550.00	\$7,650.00	\$2,400.00	\$7,200.00	\$3,187.00	\$9,561.00
18	EXISTING 10' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	5	\$2,750.00	\$13,750.00	\$2,600.00	\$13,000.00	\$4,038.00	\$20,190.00
19	EXISTING 12' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	4	\$3,400.00	\$13,600.00	\$2,910.00	\$11,640.00	\$4,235.00	\$16,940.00
20	EXISTING 14' PAVEMENT INLET NO. 2A RECONSTRUCTED TO GRADE	EACH	1.00	\$3,600.00	\$3,600.00	\$3,080.00	\$3,080.00	\$4,535.50	\$4,535.50
21	EXISTING CATCH BASIN ADJUSTED TO GRADE	EACH	1	\$625.00	\$625.00	\$750.00	\$750.00	\$572.50	\$572.50
22	EXISTING STORM MANHOLE ADJUSTED TO GRADE	EACH	2	\$625.00	\$1,250.00	\$750.00	\$1,500.00	\$572.50	\$1,145.00
23	EXISTING SANITARY MANHOLE ADJUSTED TO GRADE	EACH	3	\$625.00	\$1,875.00	\$850.00	\$2,550.00	\$572.50	\$1,717.50
24	WATER MAIN VALVE AND BOX ADJUSTED TO GRADE	EACH	10	\$325.00	\$3,250.00	\$650.00	\$6,500.00	\$390.00	\$3,900.00
25	MISCELLANEOUS METAL	LBS	2,000	\$1.50	\$3,000.00	\$1.25	\$2,500.00	\$3.00	\$6,000.00
26	SURVEY MONUMENT AND MONUMENT BOX ASSEMBLY	EACH	7	\$825.00	\$5,775.00	\$850.00	\$5,950.00	\$1,075.00	\$7,525.00
27	LINEAR GRADING, TOPSOIL, SEEDING & MULCHING	LUMP	1	\$30,000.00	\$30,000.00	\$35,600.00	\$35,600.00	\$23,587.63	\$23,587.63
28	MAINTAINING TRAFFIC AND DETOUR SIGNING	LUMP	1	\$79,000.00	\$79,000.00	\$64,350.00	\$64,350.00	\$15,897.00	\$15,897.00
29	PAVEMENT MARKING AND SIGNAGE	LUMP	1	\$3,800.00	\$3,800.00	\$10,920.00	\$10,920.00	\$11,200.00	\$11,200.00
30	ODOT 632 LOOP DETECTOR REMOVE & REPLACE	EACH	2	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,266.00	\$4,532.00
31	EROSION CONTROL	LUMP	1	\$6,900.00	\$6,900.00	\$5,000.00	\$5,000.00	\$7,441.50	\$7,441.50
TOTAL PROJECT COST				TOTAL	\$1,197,517.50	TOTAL	\$1,260,193.00	TOTAL	\$1,262,097.13
<i>Substantial Completion Required Within 95 Days of Issuance of Notice To Proceed</i>				DAYS TO COMPLETE: 95		DAYS TO COMPLETE: 95		DAYS TO COMPLETE: 95	

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FABRIZI TRUCKING & PAVING CO., INC. FOR THE CONSTRUCTION OF THE LAUREL ROAD PHASE 1 RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,108,150.00.

WHEREAS: The City of Brunswick received six (6) bids for the Laurel Road Phase 1 Reconstruction Project (the "Project"), in accordance with public bidding requirements; and

WHEREAS: The six (6) received public bids were opened on May 16, 2018, with Fabrizi Trucking & Paving Co., Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Fabrizi Trucking & Paving Co., Inc. for the construction of the Laurel Road Phase 1 Reconstruction Project in an amount not to exceed \$1,108,150.00.

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 for completion of the Project during the 2018 construction season. 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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 05/21/2018

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. 39-18** - An emergency resolution amending Resolution NO. 22-18 by increasing the city's local cost share for the North Carpenter Road Project to an amount not to exceed \$3,256,827.09. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Resolution 22-18 was approved by City Council on March 26, 2018. A prior resolution pledging cooperation with ODOT was approved by City Council on February 13, 2017. Bids for the design-build project were opened on May 3, 2018. The low bidder was Shelley and Sands at \$10,495,250.01 for the base bid and \$924,651.01 for the additive alternate (Grafton Road turn lanes). Various costs associated with this project will be borne by the State of Ohio, City of Brunswick and Medina County. At the time Resolution #22-18 was passed, the local estimated costs for this project equaled \$3,165,886.37. Now since the bids have been received, including both the base bid and the alternate bid, the local estimated costs have now been revised to a new total of \$3,256,827.09. This is an increase estimated cost of \$90,940.72 from the not to exceed amount originally listed in Resolution #22-18.

PURPOSE AND EXPLANATION: The purpose of the amendment to the prior resolution is to increase City Council's appropriation from \$3,165,886.37 to \$3,256,827.09, an increase of \$90,940.72. This increase will allow ODOT to award the additive alternate bid to reconstruct Grafton Road approaching North Carpenter Road, including the addition of left turn lanes in both directions. 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 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 awarded by ODOT on or about May 24, 2018. Construction is anticipated to begin in late fall 2018 and completed in August 2020.

FINANCIAL INFORMATION:

**FINANCIAL
SUMMARY:**

The total local cost for this project has been revised to be \$3,256,827.09. This is a total increase of \$90,940.72 from the estimated total costs of \$3,165,886.37 originally listed in Resolution #22-18. The increased costs of \$90,940.72 are made up of \$1,564.14 for additional inspection (local) costs on the base bid and \$89,376.58 in additional (local) costs associated with the alternate bid.

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. The local share for the base bid per ODOT is estimated to be \$2,121,822.55 for contract costs and \$145,627.96 for ODOT engineering (inspection) costs. Total local cost share for the base bid construction costs and ODOT engineering (inspection) costs is now \$2,267,450.51. An increase of \$1,564.14 from ODOT last estimate of \$2,265,886.37 that was also previously paid by the City on April 4, 2018.

The additive alternate (Grafton turn lanes) is being funded with 100% local dollars and is estimated to be \$924,651.01 for contract costs and \$64,725.57 for ODOT engineering (inspection) costs. The total local estimated cost share of the alternate = \$989,376.58.

If actual costs were to exceed this new total amount of \$3,256,827.09, the Administration would need to re-approach Council. Local costs will be split between the City of Brunswick and Medina County based on where the work is performed in the project area. In general, local costs are expected to be split approximately 79.8% to the City of Brunswick and 20.2% to Medina County.

**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, health, safety, or welfare, and so that the legislation will be enacted and delivered to ODOT District 3 prior to the proposed contract award date.

**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

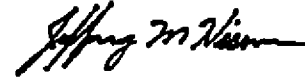
 Document Reference: SAV6P8JYKJ4CY2RTWANEDB

RightSignature

Easy Online Document Signing

Jeffrey Hisem, Administrator
Party ID: TGA4PSJD82HHKNIUEM4S8E
IP Address: 156.63.133.8
VERIFIED EMAIL: jeff.hisem@dot.ohio.gov

Electronic Signature:



Digital Ch um eEb2d1239c09812a e6726 2254bbc30b52



Jeffrey Hisem, Director
Party ID: M33VRUJX73GUE6RPD7DFLA
IP Address: 156.63.133.8
VERIFIED EMAIL: jeff.hisem@dot.ohio.gov

Electronic Signature:



Multi-Factor
Digital Checks eEb2d1239c09812a e6726 2254bbc30b52



Timestamp

2018-03-13 06 19:02 -0700

Audit

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

2018-03-13 06 19:01 -0700

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

2018-03-13 06 19:00 -0700

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

2018-03-13 06 18:22 -0700

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

2018-03-13 06 17:54 -0700

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

2018-03-13 06 17:52 -0700

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

2018-03-13 06 17:00 -0700

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

2018-03-13 06 15:31 -0700

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

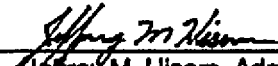
Contract amount \$2,121,822.55
ODOT Engineering amount \$ 144,063.82

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
-------------------------	-----------------------

Ohio Department of Transportation

By: 
Jeffrey M. Hisem, Administrator
Office of Estimating

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 03/26/2018

TO: Vice Mayor Michael Abella Jr and Memb rs 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:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 39-18

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

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 22-18 BY INCREASING THE CITY'S LOCAL COST SHARE FOR THE NORTH CARPENTER ROAD PROJECT TO AN AMOUNT NOT TO EXCEED \$3,256,827.09.

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: On March 26, 2018, City Council adopted Resolution No. 22-18 authorizing the City's local cost share in a total estimated amount not to exceed \$3,165,886.37.

WHEREAS: Upon receipt of Project bids, the City's local cost share has increased \$90,940.72 to a total amount of \$3,256,827.09.

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

SECTION 1: That Resolution No. 22-18 is hereby amended to increase the City's local cost share to an amount not to exceed \$3,256,827.09.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to allow for contract award for construction during the 2018 construction season. 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