



BRUNSWICK CITY COUNCIL AGENDA

Brian Ousley At-Large	Nicholas Hanek Ward 2	Patricia Hanek At-Large	Kenneth Fisher Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Fijabi Julien-Gallam Council Clerk	Michael Abella Jr. Ward 1	Joseph Salzgeber Ward 3	Joseph Delsanter At-Large	Anthony Capretta Ward 4
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Administration Representatives

Special Council Meeting

MAY 22, 2018

REVISED

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Petitions from the Public on Legislation
4. Reading of Legislation and Action on Legislation:

3rd Reading(s)

RES. NO. 24-18 - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with All Care Automotive for the provision of vehicle maintenance for the Division of Police. - **3rd Reading** (Safety & Environment Committee, Administration/Brian Ohlin)

1st Reading(s)

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)

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)

6. Adjournment

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 24-18

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ALL CARE AUTOMOTIVE FOR THE PROVISION OF VEHICLE MAINTENANCE FOR THE DIVISION OF POLICE.

WHEREAS: The City of Brunswick received one (1) bid for the provision of vehicle maintenance for the Division of Police; and

WHEREAS: The one (1) public bid was opened on March 27, 2018, with All Care Automotive 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 a three (3) year Agreement with All Care Automotive for the provision of vehicle maintenance for the Division of Police.

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 as the existing vehicle maintenance agreement expires on June 8, 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

Bid No. 2018-004

VEHICLE REPAIR & MAINTENANCE FOR DIVISION OF POLICE

First Year Contract

GENERAL SERVICE	GENERAL MAINTENANCE AND REPAIRS		SPECIALTY REPAIRS		VEHICLE PICKUP/ DELIVERY SERVICE
	Hourly Labor Rate	% Mark-up on Vendor Cost of parts	Name of flat rate manual used	Hourly Labor Rate	
Flat Rate/General Service Rate/Vehicle					Flat rate for combination pickup and return
\$29.99	\$55.00	25.00%	All Data	\$65.00	No charge

All Care Automotive
1539 Pearl Road
Brunswick, OH 44212

\$500 Check Received

Second Year Contract

GENERAL SERVICE	GENERAL MAINTENANCE AND REPAIRS		SPECIALTY REPAIRS		VEHICLE PICKUP/ DELIVERY SERVICE
	Hourly Labor Rate	% Mark-up on Vendor Cost of parts	Name of flat rate manual used	Hourly Labor Rate	
Flat Rate/General Service Rate/Vehicle					Flat rate for combination pickup and return
\$29.99	\$55.00	25.00%	All Data	\$65.00	No charge

Third Year Contract

GENERAL SERVICE	GENERAL MAINTENANCE AND REPAIRS		SPECIALTY REPAIRS		VEHICLE PICKUP/ DELIVERY SERVICE
	Hourly Labor Rate	% Mark-up on Vendor Cost of parts	Name of flat rate manual used	Hourly Labor Rate	
Flat Rate/General Service Rate/Vehicle					Flat rate for combination pickup and return
\$29.99	\$55.00	25.00%	All Data	\$65.00	No charge

SPECIFICATIONS AND BID DOCUMENTS
FOR
VEHICLE REPAIR AND MAINTENANCE FOR
DIVISION OF POLICE

City of Brunswick
4095 Center Road
Brunswick, OH 44212

Three Year Contract

Carl S. DeForest
City Manager/Safety Director

Bid Number: 2018-004
Open: Tuesday, March 27, 2018

PLEASE DO NOT DETACH ANY PORTION OF THIS BID PACKAGE.

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**City of Brunswick
4095 Center Road
Brunswick, Ohio 44212**

LEGAL ADVERTISEMENT

By order of the Council of the City of Brunswick, sealed proposals will be accepted by the Office of Administrative Services at City Hall until 12:00 noon local time on Tuesday, March 27, 2018 and opened and read immediately thereafter for the following:

Bid Number 2018-004

**Vehicle Repair & Maintenance for the
Division of Police**

Proposals must be submitted in accordance with the specifications and bid forms on file in the Office of Administrative Services

**Carl S. DeForest
City Manager/Safety Director**

Publish: 3/13; 3/20

CITY OF BRUNSWICK, OHIO

INSTRUCTIONS TO BIDDERS

DEFINITIONS: The term "Bidders" shall mean the corporation, partnership, or individual proposing or under contract to furnish material, labor, and/or equipment listed in the specifications. The term "City" shall mean the City of Brunswick, Ohio.

PROPOSALS: Proposals must be submitted on the forms furnished by the City, and obtained from the Office of Administrative Services, 4095 Center Road, Brunswick, Ohio 44212. Bids must be enclosed in a sealed envelope bearing the name of the bidder, the general items bid on, and the date the bids are to be opened. Bids will be received at the Office of Administrative Services, Brunswick Municipal Services Center, 4095 Center Road, Brunswick, Ohio 44212, on the date and time specified in the Legal Notice. Bids will be opened and read in Council Chambers immediately following. The official time clock is in the Office of Administrative Services. As bids are received, they will be date and time stamped. No late bids will be accepted.

COMPETENCY OF BIDDERS: No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the City that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and the specifications. Previous experience and responsibility of the bidders will be considered in awarding the contract. No contract will be awarded to any bidder who is in arrears to the City upon debt of contract or who is a defaulter or otherwise upon obligation to the City.

WITHDRAWAL OF BIDS: No bids may be withdrawn for at least sixty (60) days after the scheduled closing time for the receipt of bids.

ACCEPTANCE OR REJECTION OF BIDS: The City of Brunswick reserves the right to accept proposals at any time within sixty (60) days after same are received as provided. The bidder shall submit his/her proposal on the Proposal-Contract Forms provided by the City. The City reserves the right to reject any and all bids. In determining the award, each item may be considered separately, and separate contracts may be awarded within the corporate limits of the City of Brunswick.

PRICES BID: Prices bid for the various items shall be stated on the appropriate spaces on the Proposal-Contract Forms. All bids will be considered informal which contain items not specified on the Proposal-Contract Forms. Prices for materials and equipment shall include hauling and delivery charges to any place designated on the City Purchase Order within the corporate limits of the City of Brunswick.

INSTRUCTIONS TO BIDDERS – continued

DURATION OF CONTRACT: Prices shall be fixed for a three (3) year period, or as specified, and shall include all material, equipment, labor and/or service ordered or delivered during the period. All prices quoted shall be for a definite fixed price, unless otherwise outlined in the specifications. Such prices shall exclude all Federal, State and local taxes which the City is exempt from.

DISADVANTAGED BUSINESS ENTERPRISE POLICY: It is the policy of the City of Brunswick to utilize Disadvantaged Business Enterprises in all areas, and they are encouraged to participate in all bidding to the maximum extent feasible.

EQUAL EMPLOYMENT OPPORTUNITIES: The bidder shall also maintain policies of Equal Employment Opportunities. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

ITEMS: Bidders may bid on any or all items unless otherwise outlined in the specifications.

NAME OF BIDDERS: Each proposal must contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the Proposal/Contract Form. The firm, corporate or individual name of the bidders must be signed by the bidders in the space provided for signature on the Proposal/Contract Form. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In the case of an individual, use the term "doing business as _____", or "Sole Owner".

BID DEPOSIT: Each proposal must be accompanied by a certified check, money order or bid bond in the amount of Five Hundred Dollars (\$500.00), made payable to the City of Brunswick, as a guarantee that if a proposal is accepted, a contract will be entered into with the City.

FORFEITURE OF BID DEPOSIT: The bidder to whom the contract is awarded will be required to execute a written contract with sureties within ten (10) days from the date that he/she is notified of the award. In case of failure to do so, he/she or they will be considered as having abandoned the contract. The bid deposit accompanying the proposal shall thereupon be forfeited to the City of Brunswick, in addition to any other remedy to which the City may be entitled. The work may then be re-advertised or let to the next lowest and best bidder.

INSTRUCTIONS TO BIDDERS - continued

CONTRACT BOND: The successful bidder may be required to furnish an approved bond for the faithful performance of the contract, in the amount of 100% of the contract price. Such bond shall be that of an approved surety company or personal bond which sureties or persons do not have an interest in the contract, or if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Director of Law of the City of Brunswick. In lieu of a performance bond, the city may elect to hold the certified bid check, submitted with the bid proposal, until the contract has been fulfilled.

PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the successful bidder a duly signed purchase order, phone or facsimile request. The City shall only be obligated under the contract to the extent of the individual order placed. The City of Brunswick shall not be liable for any claims in the event the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

DELIVERY: The bidder agrees to make delivery of supplies and materials within a reasonable period from the time the authorized orders are placed, as stated in the specifications of this package. If deliveries are not made within such a time period, the City may purchase such items in the open market; and if the individual prices paid by the City shall be greater than the contract price, the bidder agrees to reimburse the City for any losses that they may thereby sustain.

PAYMENT OF INVOICES: Invoices shall be due on the 10th of the month following that in which deliveries are made, provided all terms of the contracts have been fulfilled to the full and complete satisfaction of the City. All invoices should be mailed to the attended of the Department/Division Head. Payments may be made on a basis of estimated partial completion of work or delivery, and a percentage of each partial payment withheld by the City until completion of the contract, and a percentage of the final estimate withheld by the City for a specified period as a guarantee. Such procedure for partial payments must be provided for in the specifications required by the contract, then, in such event, the City may cancel this contract upon written notice to the bidder.

WORKER'S COMPENSATION: The bidders shall comply to State law known as the Workman's Compensation Act, and shall pay into the State Insurance Fund, the necessary premium required by the act to cover all employees working under the control of the bidders, and shall relieve the City of Brunswick from any costs due to accidents or other liabilities mentioned in said Act. He/she shall furnish, at the time of delivery of this contract, and at such other times as may be required, the official certificate or receipt showing that the payments hereinbefore referred to have been made.

INSTRUCTIONS TO BIDDERS - continued

LIABILITY: The bidders shall defend, indemnify, and save harmless the City of Brunswick, its' officers and agents from all claims, demands for payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder, his/her agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the City of Brunswick from monies due or to become due under this contract until such claims have been discharged or satisfactorily secured.

ROYALTIES AND LICENSE FEES: The bidders shall pay all royalties and license fees. The bidder herein agrees to assume and save the City of Brunswick, its' officers and/or agents harmless from liability of any kind or nature whatsoever arising out of the use by the City, its officers and/or agents of any apparatus, or mechanism which may be furnished or installed by the bidder under the terms of this contract, including copyright infringements and to defend the City of Brunswick from any and all such liabilities whether or not such claims are well founded in law.

LIABILITY INSURANCE: The successful bidder **MUST** carry Public Liability Insurance with limits of at least \$2,000,000 to protect the City of Brunswick, Ohio, and said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workman's Compensation so that the City of Brunswick, Ohio, will not be liable in any way for any claim evolving from said work in carrying out the contract.

In addition to, and not to be construed as limiting, any of the liability insurance requirements as set forth above, liability insurance shall also include Automobile Liability Insurance. Furthermore, it shall be the responsibility of the bidder to show proof that all required insurance coverages are in effect at the time of the bid opening and that such policies will remain in effect throughout the term of this contract. The successful bidder will be required to name the City of Brunswick as an additional insured on any or all of the policies in existence during the term of this contract. Certificates of Insurance naming the City of Brunswick as an additional insured will be required prior to any performance of work under this contract.

Should a certificate of insurance expire during the term of the project, it is the Contractor's responsibility to insure that the City of Brunswick receives updated certificates. These certificates should be given to Administrative Services.

EXAMINATION OF WORK SITE: All bidders are expected to carefully examine the site (City of Brunswick, Ohio) of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. The submission of a bid shall be considered evidence that the bidder has made such examinations and is satisfied as to the conditions to be

INSTRUCTIONS TO BIDDERS - continued

encountered in performing the work and as to the requirements of the plans, specifications, special provision, general conditions and contract.

LISTS, DOCUMENTS AND/OR REPORTS: All lists, documents, reports and/or clerical information received to complete the requirements of the contract shall be presented in a concise, comprehensive, detailed, legible, easy to follow, formatted manual to aid in the implementation by the City's staff. All manuals shall be of such type to allow the ease of removal of individual pages and/or sections of the materials and shall be on standard 8-1/2 x 11 inch or 8-1/2 x 14 inch sheets. Sample copies of all such manuals, lists, documents, reports, and/or clerical information shall be submitted with the bid proposal as required.

DELIVERY AND/OR COMPLETION OF CONTRACT: If delivery and/or completion of the terms of this contract is not made within the time specified herein, a penalty shall be assessed in the amount of five percent (5%) of the total contract price, per day, and the same penalty be deducted from the final billing under this contract. Subsequent presentations (no more than 2) of the data contained in the final product manuals, may be required to be made to the City of Brunswick City Manager, City Council, and/or the Administrative Services Manager or at no additional cost to the City.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he or she should submit a written request for interpretation thereof, to the Administrative Services Manager. The person making the request will be responsible for its prompt delivery, duly issued and mailed or delivered to each person receiving a set of bid documents within a reasonable period of time in relation to the bid letting and opening dates.

The City of Brunswick will not be responsible for explanations or interpretations of the proposed documents and will not be responsible for its prompt delivery. Any interpretation of the contract documents will be made only on addenda, duly issued and mailed or delivered to each person receiving a set of bid documents. The City of Brunswick will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith.

No interpretation or explanation of the proposed plans, specifications or other proposed documents will be considered if received by the Administrative Services Coordinator within ten (10) working days prior to the specified time of the opening of the bid documents.

DESCRIPTIVE DATA: Bidders should include details concerning personnel, expertise, financial and other related information to aid the City in the selection process. Include in the proposal information on your company structure, including identification of principals, office locations,

INSTRUCTIONS TO BIDDERS - continued

number of personnel, last audited financial statement and other related information which would provide a brief overview and history of your firm. Using examples of previous work, demonstrate that your firm has had appropriate experience to undertake the intended work project. Include information concerning the overall management and ability of your firm to meet completion schedules and performance standards. Include names, addresses and telephone numbers of client contact persons with a direct knowledge of the performance of your firm on the referenced projects. Describe all relevant pending assignments of your firm. Include the status, nature of your firm's participation and completion dates of the projects. Submit descriptions, qualifications, and responsibilities of the staff to be assigned to the project.

SUBCONTRACTORS: Any and all subcontractors permitted to perform any work under this contract as stipulated, shall be bound by all conditions and specifications contained herein, specifically, but not limited to the above referenced insurance requirements. It is the total responsibility of the contractor to ensure that all such conditions and specifications are met by the subcontractors and that any or all required forms are filed with the City of Brunswick.

OTHER: Substitution of the specifications, requirements of the general conditions, or time limitations, shall render the bid informal. The City of Brunswick reserves the right to reject any and all bids, and to waive any informality in any bid, if it is in the best interest to do so.

PROPOSAL - CONTRACT FORM

Statement Regarding personal Property Taxes

I, Joe Falkenberg, Owner of
(Full Name) (Title)
All Care Automotive, do hereby certify that this firm or person
(Business Name)
IS (IS NOT) delinquent in the filing and/or paying of personal property taxes in Medina County.
(Circle One)

If the answer is in the affirmative, please submit a statement listing the year or years of delinquency and the amounts.

NAME OF FIRM: All Care Automotive
ADDRESS: 1539 Pearl Rd Brunswick, Oh. 44212.
PHONE No.: 330.273.1920
SIGNED: [Signature] Owner

STATE OF OHIO)
SS)
MEDINA COUNTY)



Sworn to and scribed in my presence this 23rd day of March, 2018.

[Signature]
Notary Public

NOTE: Statement regarding Personal Property Taxes in Medina County. If the business is not located in Medina County, please add a brief explanation to the above statement to the effect that no taxes are owed to Medina County (if such is the case), or to the county which the business is located.

Ohio Revised Code Section 5719.042

The City of Brunswick reserves the right to accept only such item(s) of the bidder's proposal as it chooses. The accepted items will be specified by the City by reference to item numbers immediately proceeding the validating signatures of this contract.

DATE: 3/23/2018

Please Return Bid Deposit To: SAME
(If different from above)

Proposal Accepted as to Item/s: _____

Pursuant to Resolution _____-18, adopted on _____ by the Council of the City of Brunswick, for a period of _____, commencing on _____.

APPROVED AS TO FORM:

Director of Finance

Date

**DETAILED SPECIFICATIONS
VEHICLE REPAIR AND MAINTENANCE
FOR
DIVISION OF POLICE**

I. GENERAL INFORMATION TO BIDDERS

- A. The City of Brunswick, Division of Police, hereinafter referred to as "City", is hereby requesting bids from local motor vehicle repair companies, hereinafter referred to as "Vendor", to perform full-service repairs on various vehicles owned by the City of Brunswick and used by the Division of Police. Bids will be accepted for light/regular-duty vehicle repairs.

Please refer to Attachment "A" for a current City vehicle listing for the Division of Police. This list is subject to change due to additions and deletions to the Division of Police's vehicle fleet. Also refer to Section V, Explanation of Light/Regular-Duty Vehicle Repairs to assist in completion of the bid proposal forms.

- B. All work and materials must be guaranteed and be acceptable to the City. All parts used must be new. When requested, the Vendor shall also supply the City with parts warranty information. The Vendor will be fully responsible for any damage to or loss of City equipment while in the Vendor's possession or under the Vendor's control. Prior to awarding a bid, the successful bidder shall show proof of Workers' Compensation coverage for its employees, and general liability coverage as previously stated. There must be sufficient property insurance to cover the loss of any City vehicles or property while in the possession of the Vendor. The City is desirous of obtaining a three (3) year contract effective as early as possible as allowed by law. Current contract expires June 8, 2018.
- C. The Vendor must demonstrate the ability to make the majority of needed repairs in-house without relying on outside companies for subcontracting. The City reserves the right to approve or reject the use of outside subcontractors by the Vendor. All outside subcontracting shall be billed to the City at cost, without mark-up. Copies of subcontracted invoices will be provided to the City with the Vendor's invoice.
- D. It is the responsibility of the Vendor to have sufficiently trained, certified technicians available to rapidly process all Division of Police vehicles in need of repairs or service. If any vehicle cannot be serviced or the repair work sufficiently commenced within twenty-four (24) hours following receipt of the vehicle by the City, the appropriate Division of Police personnel shall be notified by the Vendor. In cases where the Vendor cannot meet the aforementioned requirement, the City reserves the right to take the vehicle to an alternate vendor in order to quickly facilitate the repair. The City will not be responsible for any overtime charges incurred in meeting the service and repair requirement.

- E. The vehicles covered under this specification are based in the City of Brunswick. The City will take into consideration, during evaluation of bids, the location of the Vendor's maintenance facility relative to the base location of the Division's vehicles. The City will calculate the labor hours required to pick up and drop off vehicles at the Division's facility as a factor in the determination of low bid. At the City's option, Vendor may pick up or drop off vehicles at the Division's facility, if necessary.
- F. The Vendor must have the ability to service and repair tires as well as the ability to store all emergency vehicles, winter and summer tire inventories. The Vendor is required to obtain tires through the state purchasing program or below state purchasing cost.
- G. The Vendor must have the ability to service and repair all vehicle computer components with on-site testing equipment and trained certified technicians. This does not include the MDC's in the cruisers.
- H. Each bidder must demonstrate that programs are established for recycling of both used motor oil and antifreeze. In addition, equipment must be available on site to properly store and recycle air conditioning refrigerant. The City shall have the right to inspect the Vendor's facility at any time during regular business hours to ensure compliance with these requirements.
- I. Written quotations may be requested for any repairs in excess of Two Hundred Fifty Dollars (\$250.00). For specialty repairs, as defined in Section II. D., the City reserves the right to take the vehicle to an alternate vendor, if in the opinion of the City, the estimated cost is excessive or the vendor lacks the time or expertise to facilitate repairs. **Authorization from the City of Brunswick, Division of Police, is required for all repairs in excess of One Thousand Dollars (\$1,000.00).**
- J. The Vendor shall coordinate all warranty work with local new car dealers.
- K. Where necessary, the Vendor shall be expected to assist the City in coordinating towing services. If a Vendor performs their own towing service, a guaranteed towing rate should be quoted.
- L. The City, as a political subdivision, is qualified to receive government fleet discounts on many of the replacement parts required for the Division of Police vehicle repairs. At the City's option, the Vendor may be required to obtain parts under these discount programs when possible in order to assist the City in its cost control efforts.

II. SCOPE OF SERVICES TO BE PERFORMED

- A. Preventive Maintenance Inspection** – The Vendor shall conduct a Preventive Maintenance Inspection of each City of Brunswick, Division of Police vehicle. The purpose of this program is to ensure a thorough inspection of all vehicle systems in an effort to eliminate or mitigate the possibility of a mechanical breakdown.
- B. General Service** – General Service shall include oil changes with up to six (6) quarts of oil (gasoline engines), chassis lubrication, oil filter changes, all other fluid top-offs, and tire pressure adjustments. The bid/contract amount for this service shall be a flat rate that includes labor and required materials. The goal of this program is to significantly reduce the need for demand repairs or breakdowns between scheduled maintenance intervals.
- C. General Maintenance and Repairs** – Shall be performed as required, including the repair or replacement of those items found to be worn or near failure during the Preventive Maintenance Inspection. Some examples of the types of services to be included in this category are tune-ups (including electronic), replacement of belts, hoses, batteries, turn signals, beacons, electrical system, headlights, and tail lights; minor repairs to engines, chassis, struts, gas tanks, springs, shocks, exhaust system, brake system, radiators, heater cores, air conditioning repairs, alternators, starters, fuel pumps, and water pumps.
- D. Specialty Repairs** – Shall be performed as required and authorized. Some examples of services to be included in this category are after-market product repairs including law enforcement vehicle accessories, wheel chair lifts and lift gate repairs.

III. REPORTING REQUIREMENTS

- A. Work orders/invoices shall be produced in triplicate by the service facility and/or subcontracting facility and shall include the following information: vehicle make, year, model, VIN number, mileage, license plate number (if applicable) date of service, invoice number, invoice total cost, and driver's signature. All services performed, parts and/or fluids shall be itemized on each work order/invoice. One copy of the completed work order/invoice shall be provided to the driver at the time the Vendor releases said vehicle; the original shall be incorporated in the billing statement as referenced below. The Vendor may be asked to provide a copy of the flat rate manual used for invoicing and repair. The City may request that the Vendor supply the City with a list of parts suppliers that will be used to obtain parts and supplies used to perform contract work and may also be asked to provide the City with current price sheets for scheduled maintenance and wear items (e.g., brake linings spark plugs, filters). The Vendor must not include any shop supplies, environmental fees or surcharges on invoices to the City.
- B. Statements shall be sent not more than once every two (2) weeks. At the end of each billing period, the repair facility shall provide the City a statement, the original of each full itemized work order/invoice, to the attention of the Division of Police for payment of services rendered. The City of Brunswick is TAX EXEMPT, and will provide a tax exempt certificate upon request to the Vendor.
- C. Upon request, the Vendor must provide "Accounting Invoices" for repairs showing the Vendors actual costs for parts and the cost of parts charged to the City.

IV. PROGRAM EVALUATION

On a periodic basis, the City reserves the right to have the performance of the contract evaluated in the following areas:

1. General Maintenance (GM) Service days past due – This measurement allows the City to measure the responsiveness of the Vendor, in terms of number of days, to the requests of the City to perform GM services and inspections. The City recognizes that the cooperation of the Division of this service is a factor in this evaluation process.
2. Shop repair percentage – This measurement is a gauge of the Vendor's efficiency in conducting the City's preventive maintenance (PM) program. It is estimated that PM repairs, those repairs performed during a PM service, should comprise 65 to 70 percent of the total repairs to City vehicles.

Any evaluations conducted will be kept on file by the City and will be reviewed to determine performance of the Vendor. This contract may be canceled by the City, for just cause, including poor evaluation, with a three (3) day prior written notice to the Vendor. Such notice shall be by certified mail. This contract is contingent upon City Council's authorization for funds through the annual budget process.

V. **EXPLANATIONS OF VEHICLE CATEGORIES**

Light/Regular Duty – This category refers to all passenger cars, pickup trucks, vans and hummers, up to one-ton rated capacity.

ATTACHMENT 'A'

Division of Police Vehicle Inventory

<u>Year</u>	<u>Make/Model</u>	<u>Plate</u>	<u>VIN Number</u>
2017	Ford Explorer	No Plates	1FM5K8AR7HGD06543
2017	Ford Explorer	No Plates	1FM5K8AR9HGD06544
2017	Ford Explorer	No Plates	1FM5K8AR0HGD06545
2017	Ford Explorer	No Plates	1FM5K8AR6HGA17637
2017	Ford Explorer	No Plates	1FM5K8AR8HGA17638
2017	Ford Explorer	No Plates	1FM5K8ARXHGA17639
2017	Ford Fusion	GYS 2431	3FA6POG70HR159496
2017	Ford Explorer	OZ 4167	1FM5K8AR6HGA71004
2016	Dodge Charger	No Plates	2C3CDXAG7GH306452
2016	Ford Fusion	GOL 7975	3FA6POG74GR118481
2015	Dodge Charger	No Plates	2C3CDEXAG8FH825041
2015	Dodge Charger	No Plates	2C3CDXAGXFH825042
2015	Ford Explorer	No Plates	1FM5K8ARXFGA09912
2015	Ford Explorer	No Plates	1FM5K8AR1FGA09913
2015	Ford Explorer	No Plates	1FM5K8AR3FGA09914
2015	Ford Explorer	No Plates	1FM5K8AR5FGC66749
2015	Ford Fusion	GMQ 1685	1FA6POG72F5130579
2015	Ford Fusion	GOC 7099	1FA6POG79F5130580
2014	Dodge Charger	No Plates	2C3CDXAG4EH287839
2014	Ford Explorer	No Plates	1FM5K8ARXEGA23615
2013	Dodge Charger	No Plates	2C3CDXAGXDH720594
2013	Dodge Charger	No Plates	2C3CDXAG1DH720595
2013	Dodge Charger	No Plates	2C3CDXAG3DH720596
2012	Dodge Charger	No Plates	2C3CDXAG3CH304921
2012	Dodge Charger	No Plates	2C3CDXAG5CH304922
2011	Dodge Charger	No Plates	2B3CL1CT4BH579252
2010	Dodge Caravan	EBA 8944	2D4RN4DE5AR133143
2010	Dodge Avenger	EBG 8004	1B3CC4FB5AN122895
2010	Dodge Charger	No Plates	2B3CA4CT6AH153326
2006	Toyota RAV 4	DEG 2420	JTMBD33V365048920
2006	Ford Fusion	EBG 8027	3FAHP081X6R120494
2005	Chevy Express Van	PHP 7698	1GCHG39UX51113218
1999	Chevy Truck	No Plates	1GBJK34F6XF076705
1991	Humvee	No Plates	1-11729
1988	Humvee	No Plates	0-49303
1987	Humvee	No Plates	0-30261
	MRAP	No Plates	Military Vehicle

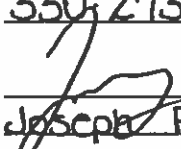
BID PROPOSAL FORMS

Please Answer the Following Questions:

1. A. Will Vendor provide pickup of pre-serviced vehicles at the City's base locations? ☒ YES ☐ NO
B. Will Vendor provide delivery of serviced vehicles to the City's base locations? ☒ YES ☐ NO
2. Does the Vendor have the ability and equipment necessary to analyze ABS braking systems on site? ☒ YES ☐ NO
3. Does the Vendor have equipment to perform front end alignments and wheel balancing on site? ☒ YES ☐ NO
4. How many full-time equivalent mechanics are employed by the Vendor? 4
A. Of these, how many are Certified Master Technicians? 2
5. Does the Vendor have the ability to provide computerized print-outs of historical maintenance/repair records by individual vehicle? ☒ YES ☐ NO
6. Can the Vendor provide emergency-vehicle wiring and repair, including light bars and radios, set-up and installation? ☒ YES ☐ NO
7. Is the Vendor able to produce an Accounting Invoice showing actual vendor cost vs. amount charged to client? ☒ YES ☐ NO

The Council of the City of Brunswick reserves the right to consider all the above listed factors in making a determination as to the lowest and best bid.

SUBMITTED BY:

Company Name: All Care Automotive
Address: 1539 Peael Rd
Brunswick, Oh. 44212
Phone: 330.273.1920
Signature/Title:  owner
Typed Name/Title: Joseph Falkenberg
Facility Location (if different from above)

BID PROPOSAL FORM

VENDOR NAME: All Care Automotive

GENERAL SERVICE

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Flat Rate per General Service	\$ <u>29.99</u> /Vehicle	\$ <u>29.99</u> /Vehicle	\$ <u>29.99</u> /Vehicle

GENERAL MAINTENANCE & REPAIRS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Hourly Labor Rate	\$ <u>55.00</u> /Hour	\$ <u>55.00</u> /Hour	\$ <u>55.00</u> /Hour
Mark-up Percentage on Actual Vendor Cost of Parts	<u>25</u> %	<u>25</u> %	<u>25</u> %
Name of Flat Rate Manual Used:	<u>All Data / Napa Fix</u>	<u>"</u>	<u>"</u>

SPECIALTY REPAIRS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Hourly Labor Rate	\$ <u>65.00</u> /Hour	\$ <u>65.00</u> /Hour	\$ <u>65.00</u> /Hour
Mark-up Percentage on Actual Vendor Cost of Parts	<u>25</u> %	<u>25</u> %	<u>25</u> %

Please further specify work classified as specialty repairs (other than those specified in Section II.D.)

Electrical, Computer diag + flashing

VEHICLE PICKUP / DELIVERY SERVICE

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Flat Rate for Combination Pickup and Return	\$ <u>0</u> /Vehicle	\$ <u>0</u> /Vehicle	\$ <u>0</u> /Vehicle

FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio)

County of Medina)

Bid Identification: VEHICLE MAINTENANCE and REPAIRS – DIVISION OF POLICE

Contractor Joseph Falkenberg, being first duly sworn, deposes and says that he/she is Owner (sole owner, a partner, president, secretary, etc.) of All Care Automotive, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and non-collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

J2 OWNER
Signature

Subscribed and sworn to before me this 23rd day of March, 2018.



DAWN K. STORMER
Notary Public, State of Ohio
Recorded in Medina County
My Commission Expires
January 21, 2023

Dawn K. Stormer
Notary Public
My Commission Expires: Jan. 21, 2023

PERSONAL PROPERTY TAX VERIFICATION

Now comes the successful bidder upon a competitive bid for:

VEHICLE REPAIR AND MAINTENANCE – DIVISION OF POLICE

on the 23rd day of March, 2018, and first being duly sworn deposes and says that he/she/it and all interested parties was/were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Medina County.

Further Affiant Sayeth Naught.

[Signature] owner
Signature
All Care Automotive
Company Name
1539 Pearl Rd
Address
Beunswick, Oh 44212.
City, State, Zip

Subscribed and sworn to before me this 23 day of March, 2018



DAWN K. STORMER
Notary Public, State of Ohio
Recorded in Medina County
My Commission Expires
January 21, 2023

[Signature]
Notary Public
My Commission Expires: Jan 21, 2023.

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 05/22/2018

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. 38-17

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

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, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 05/22/2018

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

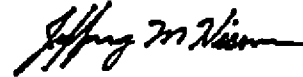
 Document Reference: SAV6P8JYKJ4CY2RTWANEDB

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

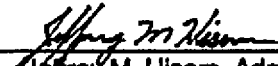
Contract amount \$2,121,822.55
ODOT Engineering amount \$ 144,063.82

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