

P. 7-0
adopted 3-27-2023
eff: 4-26-2023

ORDINANCE NO.: 25-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE
C o Spon sor By All of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE HUNGER NETWORK OF GREATER CLEVELAND TO ALLOW FOR THE GARFIELD HEIGHTS SENIOR CENTER TO RECEIVE AND DISTRIBUTE PANTRY FOODS AS PART OF THE FOOD BANK

WHEREAS, The City of Garfield Heights regularly contracts with the Hunger Network of Greater Cleveland ("Hunger Network") to receive and distribute pantry foods through its food bank, and

WHEREAS, under the agreement, the Hunger Network will provide funding to the City as a monthly allocation for the purchase of pantry foods which the Senior Center distributes at the food bank, and

WHEREAS, under the agreement, the City will only incur a cost for pantry food when the cost exceeds the monthly allocation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

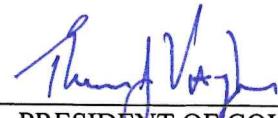
SECTION 1. The Mayor, or his designee, is hereby authorized and directed to enter into an agreement with the Hunger Network of Greater Cleveland (attached hereto as Exhibit A and incorporated as if fully written within) for the above-stated purpose.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-27-2023

APPROVED: 
MAYOR


PRESIDENT OF COUNCIL

ATTEST: Lotto Overly EFFECTIVE DATE: April 26, 2023
CLERK OF COUNCIL



HUNGER CENTER PARTICIPATION AGREEMENT

Hunger Network of Greater Cleveland
(An Ohio nonprofit corporation)

This Hunger Center Participation Agreement ("Agreement") is entered into this _____ day of _____, 20____ by and between Hunger Network of Greater Cleveland, an Ohio nonprofit corporation, and the undersigned, an Ohio nonprofit corporation.

SECTION I: INFORMATION

Pantry Hot Meal Both

Name of Hunger Center: _____

Address: _____
Street

City _____ Zip code _____

Phone number: _____ **Website:** _____

Facebook: _____ **Twitter:** _____

Other Social Media Accounts: _____

Name of Sponsoring Organization: _____
If different from above

Address, if different from above:

Street _____

City _____ Zip code _____
Phone number (if different from above): _____

Primary Contact for Hunger Center: _____

Title: _____

Office phone: _____ **Fax:** _____

Cell phone: _____

E-mail: _____

SECTION II: BACKGROUND

Hunger Network of Greater Cleveland ("Hunger Network") and participating and affiliated organizations hold a unique, long-standing, and respectful community partnership. This Agreement addresses the collaboration, cooperation, and joint effort by Hunger Network and the sponsoring organization ("Sponsor") for the Hunger Center ("Center") necessary to support, serve, save, and improve the quality of life across Cuyahoga County of those who are hungry, without regular access to adequate, affordable, and nutritious food, and in need of health and human services. The Sponsor and the Center shall be referred to collectively as the Organization.

SECTION III: ACKNOWLEDGEMENTS

The execution of this Agreement by the Organization acknowledges:

1. The reliance by and importance to Hunger Network of the Organization fulfilling its commitments in this Agreement.
2. The ability and success of Hunger Network in raising funds and resources to support the efforts of the Center are critically dependent on the:
 - a. Full commitment of the Organization to meet the expectations of the Organization described in this Agreement.
 - b. Clear and unconditional acknowledgement in and on the Organization's website, social media, materials, publications, business cards, newsletters, proposals for philanthropic and governmental support, and other information that the Organization along with its Center is a member of, participant in, and an organization supported by and supportive of Hunger Network.

SECTION IV: AGREEMENTS BY THE ORGANIZATION AND ITS CENTER

Organization agrees to the following:

1. Hunger Network has the right to use the name of the Organization and its Center in and on Hunger Network's website, social media, materials, publications, newsletters, proposals for philanthropic and governmental support, and other information of Hunger Network and to describe the Center as a member of Hunger Network.
2. The Organization and its Center and their staff and volunteers will work closely with Hunger Network to provide consistent and reliable quality services.
3. Comply with Hunger Network's food safety and handling guidelines, a copy of which Hunger Network has supplied or will supply to the Organization.
4. At least annual visits by Hunger Network to the Center's location(s) to evaluate conditions, standards, and compliance by the Organization and its Center with this Agreement.
5. Provide Hunger Network a copy of:
 - a. The determination letter by the Internal Revenue Service of the tax-exempt status of the Organization as a nonprofit corporation.
 - b. The EIN for the Organization.
 - c. The DUNS number.
 - d. A list of the members of the Board for the Organization.
 - e. A certificate of insurance for the insurance policy for the Organization's Center operations evidencing that Hunger Network is an additional insured under the policy.

- f. A copy of the written agreement and/or application with the owner of the location(s) for the use of the location(s) as a hunger center.
 - g. Prompt notice of changes in subparagraphs a. through f. above.
- 6. Provide prompt and timely notice to Hunger Network of any health or safety concerns with the food or the Center's operations.
- 7. Have a regular, dependable, and consistent schedule for the Center's services that is publicized and communicated in the community served by the Center. In a timely manner, provide to Hunger Network and United Way 211, any changes to the schedule including dates on which the Center is closed.
- 8. Use only Hunger Network's approved vendors for food. Submit and verify all food orders. Inspect all food delivered for meeting the high-quality product standards for food distributed.
- 9. The Organization will not expect or accept payment for food or other services provided.
- 10. Follow Hunger Network's eligibility criteria (as revised from time to time) for service including:
 - a. For such period of time as required by applicable laws and funding sources, keep confidential eligibility files on the customers served and properly protect those files. From time to time Hunger Network will provide updates as to the required period.
 - b. Follow current, designated government income guidelines and other eligibility criteria as updated periodically by government.
 - c. Serve the specified geographic area of the community that Hunger Network, with input from the Center, mutually determine.
 - d. Provide allocation of food no more than one time per month to include nothing less than a three, but no more than five, day supply of three nutritionally balanced meals per day. This requirement applies to each member of a household.
 - e. Except for emergencies, do not close the Center's scheduled services. If this occurs, notify the Hunger Network and United Way 2-1-1 immediately.
 - f. Comply with requirements as spelled out in Hunger Network's Operations Manual as updated from time to time.
- 11. Have the appropriate representative of the Center attend Hunger Network's periodic meetings for the managers of the Hunger Centers. The representative should be the individual responsible for the Center and its pantry or hot meal program. When that individual has a conflict, the substitute should be a member of the Center's staff or a lead volunteer who plays an active role in the operations of the Center.
- 12. Host Hunger Network volunteer meetings and training programs as necessary.
- 13. Promote the Organization's Center per Hunger Network promotional guidelines as updated periodically. These guidelines will address the website, printed materials, signs at the Center, etc.
- 14. Spend only on approved products and at approved vendors the amount of funding Hunger Network allocates to the Organization. If the Organization overspends its monthly allocation, the Organization is responsible to promptly reimburse Hunger Network. Hunger Network will invoice the Organization and reimbursement is expected within 30 days of the invoice date. Any exception to this policy must be submitted in writing, mutually agreed upon and signed by both the Organization and Hunger Network. Failure to pay any over expenditure may result in temporary or permanent suspension of the Organization's funding allocation or membership privileges.
- 15. Provide Hunger Network a monthly service report that includes certain data and information that Hunger Network needs for funding sources, evaluation of community needs, etc. That information will change from

time to time. Failure to provide timely reports by the 5th of the following month may result in temporary or permanent suspension of the Organization's funding allocation or membership privileges.

16. Serve the customers of the Hunger Center without bias or discrimination.

SECTION V: AGREEMENTS BY HUNGER NETWORK

Hunger Network agrees to the following:

1. Use the profile, reputation, community goodwill, and support of the Center and the Center's participation in Hunger Network to support various fundraising efforts by Hunger Network for hunger centers that are members of Hunger Network, provided those efforts do not conflict with those of the Center.
2. For the benefit of the Center and the other members of Hunger Network, seek additional funds and resources to support for the Network as appropriate.
3. Provide a monthly allocation of funds (based upon the amount of funding available to Hunger Network) for the Center to be used solely to purchase food and other eligible items only from Hunger Network approved vendors. Provide applicable Hunger Network promotional signage.
4. Develop, update, and issue an Operations Manual as a recognizable, uniform, and best practice service to address health, food and nutrition equity, food justice, and hunger issues in Cleveland and across Cuyahoga County.
5. If and as needed, provide technical assistance for the operations of the Center such as help with Pantry Trak/FreshTrak, SmartChoice, Excel, or inventory management software/systems.
6. Share with the Center donated or purchased equipment and other products as available.
7. Coordinate and moderate the periodic meetings for managers of hunger centers and hot meals to address issues and problems, possible solutions, new ideas, best practices, and any service administration changes.
8. Work with the staff and volunteers of the Center to monitor spending, process invoices and payments with approved vendors, and facilitate ordering or delivery issues with vendors.

SECTION VII: EXECUTION AND INFORMATION

This Agreement must be signed by an officer of the Organization provided the Organization is a tax exempt, nonprofit corporation or by the Executive Director of the Center who is authorized by the Organization to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Name of Organization:

Hunger Network of Greater Cleveland

By:

Signature:



Print Name:

Matthew A. Burke

Title:

MAYOR

By:

Signature:

Print Name:

Julie M. Johnson

Title:

CEO

Cell Phone: _____

Office Phone: 216-619-8155 x111

Office Phone: _____

E-mail: jjohnson@hungernetwork.org

E-mail: _____

FISCAL OFFICER'S CERTIFICATION

Date: *March 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*costs above monthly allocation
as determined by Cleveland Foodbank*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

#315 - Senior Nutrition

and is free from any obligation, encumbrance, or certification now outstanding.

Anthony Ybarra

Fiscal Officer/Finance Director

ORDINANCE NO.: 26-2023

Passed 7-0
eff: 4-26-2023
adopted 3-27-2023

SPONSORED BY:

Co Sponsor

MAYOR MATTHEW A. BURKE

Vaughn, Donahue, Johnson, Tonsing, Kelley, Collier

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO
PROVIDE ILLICIT DISCHARGE INVESTIGATION SERVICES TO
THE CITY OF GARFIELD HEIGHTS

WHEREAS, the City Council of the City of Garfield Heights has deemed it to in the best interest of the City to enter into an agreement with OHM Advisors to provide illicit discharge investigation services to the City of Garfield Heights.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement (attached hereto as Exhibit A and incorporated as if fully written within) with OHM Advisors to provide illicit discharge investigation services to the City of Garfield Heights at a cost not to exceed \$50,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

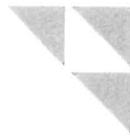
PASSED: 3-27-2023

APPROVED: Matthew A. Burke
MAYOR

Thad Vay
PRESIDENT OF COUNCIL

ATTEST: Lottie Crousey
CLERK OF COUNCIL

EFFECTIVE DATE: 4-26-2023



Project Understanding

The Northeast Ohio Regional Sewer District (NEORSD) conducted an illicit discharge, detection, and elimination (IDDE) investigation of a culverted stream (Asset MC00058) located south of Bangor Avenue and north of Wolf Avenue in Garfield Heights. Based on the investigation, NEORSD recommends the city dye test homes on Havana Road, Littleton Road, Oakview Boulevard, and Fairlawn Boulevard to determine which homes may be improperly connected to the storm sewer. Other area investigations may be warranted within the city. Therefore, the city will authorize a general engineering services contract for illicit discharge investigations from which only directed tasks would be performed.

Scope of Services

For the general services, OHM Advisors (OHM) will perform dye testing to determine which homes within the identified area are improperly connected to the storm sewer. All work and results will be summarized in a technical memorandum for future remediation activities. A follow-up investigation will be conducted by NEORSD to determine if any bacterial contamination to the environment still exists to asset MC00058.

Task #1 Dye Testing (Asset MC00058 Area)

- The following services are included in the fee shown:
 - Initial Review of NEORSD Geodatabase
 - Create data collection application.
 - Coordination with City and Local Authorities including Cuyahoga County
 - Prepare equipment and procure testing materials.
 - Prepare and submit notification letters to affected City residents.
 - Perform field reconnaissance to locate sanitary cleanouts.
 - Schedule appointments for homes without cleanouts.
 - Perform dye testing on approximately ~30 homes.
 - Dye tests to be conducted at the source locations listed below:
 - Between the intersection of East 135th Street and Havana Road – 13309 Havana Road
 - Between the intersection of East 135th Street and Littleton Road – 13415 Littleton Road
 - Between 12904 – 12800 Oakview Boulevard
 - Between the intersection of Fairlawn Boulevard and Oakview Boulevard – 12505 Fairlawn Boulevard
 - Compile test results.
 - Prepare technical memorandum.
 - Coordinate results with city and related stakeholders.
 - Deliverables: Hard copy and electronic tech memo.

Task #2 Future Illicit Discharge Investigation (As Directed)

- Additional if authorized services to be task order based, as needed, to identify additional illicit discharges via dye testing or smoke testing.

OHM Advisors[®]

388 SOUTH MAIN STREET, SUITE 301
AKRON, OHIO 44311

T 330.913.1080
F 330.319.8691

OHM-Advisors.com



Price Proposal

Task #	Task Description	Fee
Task #1	Dye Testing (Asset MC00058 Area)	\$ 25,000
Task #2	Future Illicit Discharge Investigation (As Directed)	\$ 25,000
Grand Total =		\$ 50,000

Anticipated Project Schedule

Dye Testing Task #1: April - May 2023.

Compensation

The price proposal above will be billed as a mixed fee project with the following breakdown:

- Task #1 will be billed on a fixed fee basis.
- Task #2 will be billed at the Standard Hourly Rates.

Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
 - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Garfield Heights. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Garfield Heights.
 - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services, and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Garfield Heights.

Client Responsibilities

- City of Garfield Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- City of Garfield Heights will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.)

Standard Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per resolution number 104-2022 shall also apply to this contract.

OHM Advisors

388 SOUTH MAIN STREET, SUITE 301
AKRON, OHIO 44311

T 330.913.1080
F 330.319.8691
OHM-Advisors.com

FISCAL OFFICER'S CERTIFICATION

Date: *March 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

213 Storm + Sanitary Fund

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

and is free from any obligation, encumbrance, or certification now outstanding.

Yvonne Brue

Fiscal Officer/Finance Director

ORDINANCE NO.: 27-2023

Passed 7-0
adopted 3-27-2023
eff. 4-26-2023

SPONSORED BY:
Cosponsor By

MAYOR MATTHEW A. BURKE
All of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE FIFTEEN (15) MOTOROLA APX6000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS TO BE USED BY THE GARFIELD HEIGHTS POLICE DEPARTMENT

WHEREAS, The City of Garfield Heights would like to purchase fifteen (15) Motorola APX6000 portable radios from Motorola Solutions, and

WHEREAS, the Garfield Heights Police Department utilizes approximately sixty (60) radios; the radios currently in use are outdated and will no longer be able to be updated in the near future, and

WHEREAS, it has been the City's practice to replace approximately fifteen radios each year until all have been replaced; this will be the final year of purchases, as all radios will be replaced, and

WHEREAS, per Ohio Revised Code Section 125.04(C) governmental agencies may purchase equipment/services without bidding so long as the equipment/service has been purchased for less than or equal to the cost of the state contract, and

WHEREAS, accordingly, the City wishes to purchase said radios upon equivalent terms, conditions, and specifications through State of Ohio, Department of Administrative Services, Contract #STS 573077-0 at a total cost not to exceed \$76,000.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to purchase fifteen (15) Motorola APX6000 portable radios from Motorola Solutions, and in a total amount not to exceed \$76,000.00 (quotation attached hereto as Exhibit A and incorporated as if fully written within).

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-27-2023

APPROVED: Matthew A. Burke

MAYOR

Therry V. Vay
PRESIDENT OF COUNCIL

ATTEST: Jottie Overly

CLERK OF COUNCIL

EFFECTIVE DATE: 4-26-2023



QUOTE-2000583

Billing Address:
GARFIELD HEIGHTS POLICE
DEPT, CITY OF
5555 TURNER RD
GARFIELD HEIGHTS, OH 44125
US

Quote Date:01/04/2023
Expiration Date:03/05/2023
Quote Created By:
Dale Kurcsak
dkurcsak@bandcomm.com

End Customer:
GARFIELD HEIGHTS POLICE DEPT,
CITY OF

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 LI				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	15	\$5,622.00	\$4,153.74	\$62,306.10
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	15			
1b	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	15			
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	15			
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	15			
1e	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	15			
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	15	\$92.86	\$92.86	\$1,392.90
3	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	60	\$168.63	\$126.47	\$7,588.20
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,420.20	\$1,065.15	\$1,065.15

 Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2000583

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	15	\$142.56	\$106.92	\$1,603.80
6	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	15	\$169.56	\$127.17	\$1,907.55
Grand Total		\$75,863.70(USD)				

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

FISCAL OFFICER'S CERTIFICATION

Date: *March 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

not to exceed \$76,000⁰⁰

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

#203 Average Pay Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Brulma Brz

Fiscal Officer/Finance Director

Passed 7-0
adopted 3-27-2023
eff: 4-26-2023
Amended

ORDINANCE NO.: 28-2023

SPONSORED BY:

Co Sponsor:

MAYOR MATTHEW A. BURKE

Vaughn, Donahue, Johnson, Tonsing, Kelley, Collier

AN ORDINANCE AMENDING GARFIELD HEIGHTS ORDINANCE 23-2019 AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS SANITARY ENGINEERING DIVISION TO INCREASE THE SANITARY SEWER RATE FROM \$2.20 TO \$2.70 PER LINEAL FRONT FOOT WITHIN THE CITY OF GARFIELD HEIGHTS

WHEREAS, In Ordinance 30-2009, the City of Garfield Heights entered into an agreement with the Board of County Commissioners of Cuyahoga County for the maintenance of sanitary and storm sewerage systems, and

WHEREAS, under Ordinance 46-2012, residents were assessed an annual fee of \$1.00 per lineal front foot of their property with 70% of the funding to be distributed to sanitary sewers and 30% to be distributed to storm sewers to cover the cost of the additional projects, and

WHEREAS, under Ordinance 49-2014, the previous amounts were amended to allow an assessed annual fee in the amount of \$2.00 per lineal front foot of a property with 85% of the funding to be distributed to sanitary sewers and 15% to be distributed to storm sewers, and

WHEREAS, under Ordinance 23-2019, the previous amounts were amended to allow an assessed annual fee in the amount of \$2.50 per lineal front foot of a property with 88% of the funding to be distributed to sanitary sewers and 12% to be distributed to storm sewers, and

WHEREAS, currently, there exists the need to maintain the Garfield Heights sanitary sewer system, and

WHEREAS, in order to maintain the sanitary sewer system, the City would like to increase the sanitary sewer rate from \$2.20 to \$2.70 per lineal front foot beginning January 1, ~~2023~~²⁰²⁴, with the caveat that the increase of \$0.50 per lineal foot will solely be used by the Department of Public Works Sanitary Engineering Division to maintain the sanitary sewer system, and

WHEREAS, rate increase will be used for the maintenance of the sanitary sewers unless an expenditure is approved by the City.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio that:

Amended

SECTION 1. The Garfield Heights City Council hereby approves a rate increase of \$0.50 per lineal foot for the sanitary sewer rate bringing the rate from \$2.20 to \$2.70 per lineal foot effective January 1, ~~2023~~²⁰²⁴ (2022 tax duplicate). The amended Garfield Heights Pricing Schedule is attached hereto as "Exhibit A" and incorporated as if fully written within. A letter from the Mayor to the Department of Public Works Sanitary Engineering Division stating how the funds shall be allocated after the passage of this Ordinance is attached hereto as "Exhibit B" and incorporated as if fully written within.

SECTION 2. The additional \$.50 per lineal foot collected will be used solely by the Department of Public Works Sanitary Engineering Division for the purpose of maintaining the sanitary sewers, unless an expenditure is approved by the City.

SECTION 3. Existing Ordinance Nos. 30-2009, 46-2012, 49-2014, and 23-2019 are hereby repealed insofar as they are inconsistent with the provisions contained herein on and after the effective date of this Ordinance.

SECTION 4. The Finance Director is hereby authorized and directed to issue her vouchers for the City, said amount to be charged to the appropriate fund for the purposes set forth in Section 1 hereof.

SECTION 5. Council declares this Ordinance to be necessary for the preservation of the health, safety, and welfare of the citizens of the City of Garfield Heights; this Ordinance shall take effect in thirty (30) days upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 3-27-2023

APPROVED: Matthew A. Bl
MAYOR

Theresa Wagner
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 4-26-2023

Garfield Heights Pricing Schedule**Sanitary \$2.70**

Single Family *	Front Footage x \$2.70
Condominiums	Garfield Heights Average Front Footage c 0.87 x \$2.70
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Garfield Heights Average Front Footage x \$2.70 (Settlement per Common Please Case No. 245631)
Commercial	Front Footage x \$2.70 x 1.15
Industrial	Front Footage x \$2.70 x 1.15

Storm \$0.30

Single Family *	Front Footage x \$0.30
Condominiums	Garfield Heights Average Front Footage c 0.87 x \$0.30
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Garfield Heights Average Front Footage x \$0.30 (Settlement per Common Please Case No. 245631)
Commercial	Front Footage x \$0.30 x 1.15
Industrial	Front Footage x \$0.30 x 1.15

Water \$0.00

Single Family *	Front Footage x \$_____
Condominiums	Garfield Heights Average Front Footage c 0.87 x \$_____
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Garfield Heights Average Front Footage x \$_____ (Settlement per Common Please Case No. 245631)
Commercial	Front Footage x \$_____ x 1.15
Industrial	Front Footage x \$_____ x 1.15

* Public Facilities as defined by PCO Chapter 1153 (including, without limitation, schools, Churches, nursing homes) shall be charged under the commercial pricing.

ORDINANCE NO.:

29-2023

Passed 7-0
eff 3-27-2023
Adopted 3-27-2023

SPONSORED BY:

Cosponsor by:

MAYOR MATTHEW A. BURKE
All of Council

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO DO ALL THINGS NECESSARY TO PARTICIPATE IN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORSD) PROGRAM(S), FOR THE SOUTH PARKWAY DRIVE RECONSTRUCTION PROJECT, INCLUDING, BUT NOT LIMITED TO EXECUTING ANY AND ALL APPLICATIONS, AGREEMENTS AND /OR CONTRACTS AS MAY BE REQUIRED BY THE NEORSD IN ORDER TO SECURE THE GRANT FUNDS REQUESTED, PER THE APPLICATION AS PREPARED BY CITY ENGINEER DAVID KROCK.

WHEREAS, The current condition of the combined sanitary sewer and storm sewer lines, located at South Parkway Drive, are undersized and have deteriorated to a point that it has been determined to cause environmental and public health concerns, and

WHEREAS, South Parkway Drive will have the sanitary and storm sewers repaired and replaced, and

WHEREAS, the sanitary and storm sewer separation and repair will improve the health and safety of the residents in the area and is eligible for funding through the Northeast Ohio Regional Sewer District Program(s), and

WHEREAS, the City of Garfield Heights wishes to make an application for grant funding for this project to the Northeast Ohio Regional Sewer District.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to do all things necessary to participate in the Northeast Ohio Regional Sewer District Program(s), for the South Parkway Drive Reconstruction Project, including, but not limited to executing any and all applications, agreements and/or contracts as may be required by the Northeast Ohio Regional Sewer District, in order to secure the funds requested, as prepared by City Engineer, David Krock.

SECTION 2. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 3-27-2023

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Theresa H. Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 3-27-2023

ORDINANCE NO: 30-2023
SPONSORED BY: MAYOR MATTHEW A. BURKE

3/8/2023

Passed 7-0
adopted 3-27-20
eff. 4-26-2023

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

Ordinance # : _____

PID No. : 113268

County/Route/Section : CUY Antenucci Boulevard

Agreement No: 38797

The following is an ordinance enacted by the City of Garfield Heights of Cuyahoga
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Repair and resurface Antenucci Boulevard (CR-787) from Transportation Boulevard to Turney Road in Garfield Heights in Cuyahoga County. Includes pedestrian safety improvements at Carol Jean Blvd, Andover Blvd, and NE corner of Transportation Blvd.

NOW THEREFORE, be it ordained by the City of Garfield Heights of Cuyahoga County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project. The LPA agrees to assume and contribute the entire cost and expense of the improvement 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, United States Department of Transportation. The LPA agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way and environmental documentation.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill 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.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said **City of Garfield Heights** to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of the **City of Garfield Heights** to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

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.

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.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure

(as applicable)

The ordinance is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023.
(Date)

Attested: _____
(Clerk) _____
(Contractual Agent of LPA – title)

PASSED: 3-27-2023

APPROVED: Matthew A. B. L.

MAYOR

PRESIDENT OF COUNCIL

ATTEST: Sottie Overly

CLERK OF COUNCIL

EFFECTIVE DATE: 4-26-2023

3/8/2023

PID No.: 113268

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Garfield Heights of Cuyahoga County, Ohio
(LPA)

I, _____, as Clerk of the City of Garfield Heights
(LPA)
of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of

_____ ordinance adopted by the legislative Authority of the said
(Ordinance/Resolution)

City of Garfield Heights on the _____ day of _____, 2023.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2023.

SEAL

(Clerk)

City of Garfield Heights of Cuyahoga County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

CFDA 20.205

CUY ANTENUCCI BOULEVARD
COUNTY-ROUTE-SECTION

113268
PID NUMBER

38797
AGREEMENT NUMBER

DUNS NUMBER

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Garfield Heights, 5407 Turney Road, Garfield Heights, Ohio 44125, hereinafter referred to as the LPA..

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The repair and resurfacing of Antenucci Boulevard (CR-787) from Transportation Boulevard to Turney Road in Garfield Heights in Cuyahoga County. Includes pedestrian safety improvements at Carol Jean Blvd, Andover Blvd, and NE corner of Transportation Blvd.; PID 113268 CUY Antenucci Boulevard (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"

- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 1,128,308.00 as set forth in Attachment 1.

ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 625,000.00 in Federal (4TA7) STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of \$ 288,000.00 in Federal (4HJ7) HSIP safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense

in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

City of Garfield Heights
5407 Turney Road
Garfield Heights, Ohio 44125

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering		X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.

	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
Final Engineering & R/W	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.

Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
- B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
- C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

- E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
- F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.

- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

- A. Policies in Selection of Consultants
 - 1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.
 - 2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

 - a. Communications which are strictly prohibited:
 - (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

- b. Allowable communications include:
 - (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
 - (2) Technical or scope of services questions specific to projects posted with a programmatic group.
 - c. When completed selections must be publicly announced.
3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.
4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.
5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.
6. Prohibited Selection Factors
 - a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
 - b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40

U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical

approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis

for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including:
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to

meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any

subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal

rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 The LPA will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change

orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(a) Compliance with Regulations: The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) Nondiscrimination: The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) Solicitations for Professional Services: In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

(d) Information and Reports: The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and

failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Matt Burke, Mayor	John P. Picuri, P.E. , District Deputy Director
City of Garfield Heights	Ohio Department of Transportation, D-12
5407 Turney Road	5500 Transportation Boulevard
Garfield Heights, Ohio 44125	Garfield Heights, Ohio 44125

15. **GENERAL PROVISIONS**

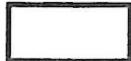
15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. **No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
(A) The LPA *does not* currently maintain an ODOT approved federally compliant time-tracking system¹, *and*
(B) The LPA *does not* intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, *and/or*
(C) The LPA *does not* intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. **Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²**
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
(B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

- 1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.
- 2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³
 - (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
 - (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴
 - (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
 - (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
 - (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ohio Ethics Laws:* LPA agrees they are 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 ORC.

15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade

⁵ Per 2 CFR §200.502

control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.9 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement 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 ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment:* Neither this Agreement 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.

15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* 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 or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF GARFIELD HEIGHTS	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Matt Burke Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT											
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS											
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION											
PROJECT CONSTRUCTION COSTS	\$144,676.00 \$32,000.00 \$1,350.00	20 10 100	4BG7 4BG7 4BG7	\$578,704.00 \$288,000.00 \$108.00	80 90 80	4TA7 4HJ7 LABR					\$723,380.00 \$320,000.00 \$1,350.00
CONSTRUCTION ENGINEERING/INSPECTION	\$11,574.00 \$25,600.00 \$108.00	20 100 100	LABR LABR LABR	\$46,296.00	80	LABR					\$57,870.00 \$25,600.00 \$108.00
TOTALS	\$215,308.00							\$913,000.00			\$1,128,308.00

CUY ANTENUCCI BOULEVARD
COUNTY-ROUTE-SECTION

Attachment 2

113268
PID NUMBER

38797
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of Garfield Hts
(NAME OF LPA) request that all payments for the Federal/State share of the

consultant costs of this agreement performed by _____

(CONSULTANT'S NAME)

be paid directly to _____

(CONSULTANT'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	City of Garfield Heights
Oaks Vendor ID:	
Mailing Address:	5407 Turney Road
	Garfield Heights, Ohio 44125
ODOT Approval signature:	

FISCAL OFFICER'S CERTIFICATION

Date: *March 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*\$1,128,308⁰⁰ - City share approx.
\$215,308 - NOACA grant.*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

#208 - Street Construction + Repair

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Brio

Fiscal Officer/Finance Director

ORDINANCE NO.:

31-2023

ESF 4-26-2023
Adopted 3-27-2023
Passed 7-0

SPONSORED BY:
CO Sponsor

MAYOR MATTHEW A. BURKE
All of Council

AN ORDINANCE AUTHORIZING THE SALE AND DISPOSAL OF MUNICIPALLY OWNED PROPERTY WHICH HAS BEEN DETERMINED TO BE NO LONGER NEEDED FOR MUNICIPAL PURPOSES PURSUANT TO SECTION 129.02 OF THE CODIFIED ORDINANCES OF THE CITY OF GARFIELD HEIGHTS.

WHEREAS, pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, various departmental Directors of the City have determined that certain municipally owned properties are no longer needed for municipal uses or have become unsuitable for such uses; and

WHEREAS, the Mayor of the City of Garfield Heights, also pursuant to Section 129.02 of the Codified Ordinances, has approved this determination in writing, and

WHEREAS, the City of Garfield Heights intends to utilize the GovDeals Online Auction Site for the disposal of the various items identified herein as authorized pursuant to Ordinance 81-2010.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. Pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, this Council hereby approves the sale of the following municipally owned properties which have been determined by the various Directors to be no longer needed for municipal uses or have become unsuitable for such uses, and such determination being approved by the Mayor in writing:

EQUIPMENT

1. Service#38 2006 Sterling - VacAll – VIN# 49HAAEBV56DW01640
2. Bldg. #7 2011 Ford Crown Vic – VIN# 2FABP7BV1VBX160226
3. Service #10 2014 Ford Taurus – VIN# 1FAHP2MK0EG170336
4. IT #1 2011 Ford Crown Vic – VIN# 2FABP7BV9BX169661
5. Service #31 2011 Ford Crown Vic – VIN# 2FABP7BV3BX120939
6. Various Fire, and Office equipment as requested to Finance Director for disposal.

SECTION 2. The Finance Director is hereby authorized and directed to post the items identified herein for disposal/sale through the GovDeals Public Auction on-line system pursuant to the agreement entered into with GovDeals under Ordinance 81-2010 and in accordance with Section 129.02 of the Codified Ordinances.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-27-2023

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Matthew A. Burke
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-26-2023