

P/C 7-19-22 Service  
CA Prior 8-23-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11275-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS D)  
AND THE CITY OF BROOK PARK, FOR A WEDO PARK RETENTION BASIN, AND  
DECLARING AN EMERGENCY

WHEREAS; THE City of Brook Park entered into a regional  
Stormwater Management Program Service (SMP Service Agreement) as  
evidenced by Ordinance No. 10032-2016, passed August 2, 2016 and

WHEREAS, as a component of implementing a regional stormwater  
management program a "Community Cost-Share Account" has been  
created; and

WHEREAS, the Community Cost-Share Account is to provide  
funding to assist the City of Brook Park with the District approved  
project; and

WHEREAS, the NEORS D will reimburse funds up to \$105,614.00 to  
the City for this Wedo Park Retention Basin.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of  
Brook Park, State of Ohio, that:

SECTION 1: The Mayor is authorized and directed to execute on  
behalf of the Municipality a Community Cost-Share project for a  
Wedo Park Basin, by and between the Northeast Ohio Regional Sewer  
District and the City of Brook Park, set forth in the Agreement  
attached hereto as Exhibit "1."

SECTION 2: The money needed for the aforesaid transaction  
shall be paid from fund 459.

SECTION 3: It is found and determined that all formal  
actions of this Council concerning and relating to the adoption of  
this Ordinance were adopted in an open meeting of this Council, and  
that all deliberations of this Council and of any of its committees

RECEIVED

JUL 14 2022

that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into an Agreement for a Community Cost-Share for a Wedo Park Retention Basin with Northeast Ohio Regional Sewer District; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: August 23, 2022

*Myra H. Perkins*  
PRESIDENT OF COUNCIL

ATTEST: *Carol Johnson*  
Clerk of Council

APPROVED: *Ed A. Smith*  
MAYOR

CERTIFICATE  
Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11275-2022 passed on the 23 day of August 2022 by said council.

8-23-22  
DATE

*Carol Johnson*  
Clerk of Council

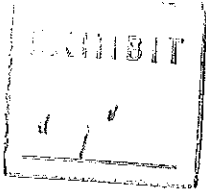
I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location: City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing 8-24-22  
*Carol Johnson*  
CAROL JOHNSON  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

*[Signature]*  
DIRECTOR OF LAW



**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF BROOK PARK**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Brook Park (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2022 (Exhibit "B").

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share **Wedo Park Retention Basin - Final Design** project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0    City Obligations**

1.1    The City agrees to perform as follows:

1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")

1.1.2    Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.*
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

**Article 2.0**    **District's Obligations**

2.1     The District agrees to perform as follows:

- 2.1.1    Allocate **\$105,614.00** to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2    Provide reimbursement of funds up to **\$105,614.00** to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3    Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4    Acknowledge the City in presentations or publications related to the Project.

**Article 3.0**    **Dispute Resolution**

- 3.1     The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2     The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	<i>Service Director</i>

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	<i>Mayor</i>

- 3.3     If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator

equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

#### **Article 4**      **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

#### **Article 5**      **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

#### **Article 6**      **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

#### **Article 7**      **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

#### **Article 8**      **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

#### **Article 9**      **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution;  
Exhibit "B" – City Ordinance/Resolution;  
Exhibit "C" – District-Approved Community Cost Share Application.

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF BROOK PARK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

The Legal Form and Correctness of this  
Instrument is hereby Approved:

**CITY OF BROOK PARK**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

***[FOR NEORS D USE]***

**AGREEMENT NO.**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT: WEDO  
PARK RETENTION BASIN – FINAL DESIGN

---

Total Approximate Cost:           \$105,614.00

---

The legal form and correctness of the within  
instrument are hereby approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

---

Date

**CERTIFICATION**

It is hereby certified that the amount required to  
meet the contract, agreement, obligation, payment  
or expenditure, for the above, has been lawfully  
appropriated or authorized or directed for such  
purpose and is in the Treasury or in process of  
collection to the credit of the fund free from any  
obligation or certification now outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

---

Date

**Budget Center 8100**



# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

-----  
Authorizing the Executive Director to enter into Regional Stormwater  
Management Program Community Cost-Share Program Agreements  
with Member Communities.  
-----

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

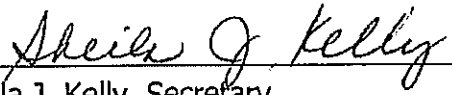
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
Sheila J. Kelly, Secretary  
Board of Trustees  
Northeast Ohio Regional Sewer District

# EXHIBIT B

(Insert Member Community  
Ordinance/Resolution)

# EXHIBIT C



*Community Cost-Share Program  
Application*

**Community Cost-Share Program  
APPLICATION**

**Member Community Information**

Community: City of Brook Park

Primary Project Contact: Brian Beyer  
(Name & Title) Service Director

Mailing Address: 19065 Holland Road  
Brook Park, Ohio 44142

Phone Number: 216-433-7192

Email: bbeyer@cityofbrookpark.com

**Project Information**

Project Title: Wedo Park Retention Basin - Final Design

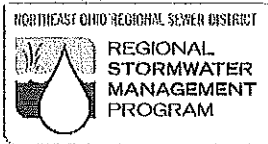
Address or Location of Project: Wedo Park

Project Start Date: August 1, 2022 (est.)

Project End Date: December 31, 2022

Community Cost-Share Fund Request: \$105,614.00 (see attached)

Submission Date: June 28, 2022



*Community Cost-Share Program  
Application*

**Project Narrative**

**1) Project Summary (1,000 word maximum)**

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

Complete final design and produce construction documents for the proposed storm water retention basin located at Wedo Park (PPN 343-06-126). A map of the area is included at the end of this application.

Deliverables include hydraulic calculations, SWIM model updates, retention basin calculations, final basin layout plans and details, construction documents/specifications and construction cost estimates.

No permitting is required for the final design and construction documents phase of the proposed Project. Plans will be submitted to NEORS via SagesGov Portal.





*Community Cost-Share Program  
Application*

**2) Ability to Provide Long Term Maintenance (500 word maximum)**

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

No long term maintenance is required for final design and construction documents.



*Community Cost-Share Program  
Application*

**3) Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The final design and construction documents will be shared with the City Administration and City Council. Copies of the final design calculations and construction documents can be made available upon request. It is anticipated that an informal presentation of the final project/plans will be made at a Council Meeting Plans. Further public outreach can be provided, as requested by the City Administration.



*Community Cost-Share Program  
Application*

**4) Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

Professional Services = \$105,614.00

Professional Services Man-Hour Estimate is included at the end of this application.



*Community Cost-Share Program  
Application*

**Vendor Registration**

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.neorsd.org/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

**Project Budget**

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$105,614.00	Final Engineering Design and Const. Documents
Personnel (Member Community staff only)		
Subcontract		
Equipment		
Materials		
Other		
<b>TOTAL</b>	<b>\$ 105,614.00</b>	

June 22, 2022

Edwwad Orcutt, Mayor  
City of Brook Park  
6161 Engle Road  
Brook Park, Ohio 44142

Re: City of Brook Park  
Wedo Park Retention Basin  
Final Design and Construction Documents  
Project Description and Scope of Work

Dear Mayor Orcutt,

Included below is Euthenics, Inc.'s project description and scope of work for the necessary engineering design services for the above referenced project. This letter provides information in regards to the following:

- Project Background and Purpose
- Project Description
- Scope of Services
- Fee

**Project Background:** Several areas within the City of Brook Park experience flooding on regular basis. Prior studies and inventory of actual flooding events have identified these areas. A portion of the residential neighborhood adjacent to the Wedo Park has been identified as a problematic area. Preliminary analysis from prior studies indicates that creating a stormwater retention basin in what is now Wedo Park will help to alleviate flooding in the adjacent neighborhood. A retention basin will also benefit property owners downstream (to the north) by reducing peak stormwater runoff from the area tributary to the retention basin.

**Purpose:** The purpose of the project is to construct a stormwater retention basin to reduce peak flow during rain events and reduce flooding.

**Project Description:** The project will construct a retention basin in the area that is now known as Wedo Park. Wedo Park is situated on a parcel of land (Cuyahoga County PPN 343-06-126) owned by the City of Brook Park. From visual observation of the site, the following items are currently situated on the parcel: asphalt parking lot with concrete curb, gazebo, baseball diamond including scoreboard and bleachers, misc. signage, recycling dumpsters; fencing, playground, basketball court, concrete walks, perimeter drive, cell phone tower, framed building surrounded by a fence, and several small trees. Areas outside the limits of asphalt parking and concrete walks and drive are grass.

To maximize the flooding reduction effectiveness and benefits of the project, the retention basin will be as large as possible and will therefore encompass most of the parcel. Additional flooding reduction benefit can be gained by out letting a portion of the Harrison Drive storm sewer system directly into the retention basin. This will entail the installation of a new relief storm sewer from the existing sewer in Harrison Drive to the retention basin. The associated tributary area will be removed from the Shelby Drive storm sewer system which is where it currently drains. The existing structures (homes and garages) along the northerly side of Harrison Drive are closely spaced and an adequate corridor to install the relief sewer does not currently exist. In all likelihood, a property along the north side of Harrison Drive will need to be acquired and the structures demolished to allow for the installation this sewer. This work could be competed at a later date.

The existing cell tower and small framed building adjacent to the cell tower will remain. A parking lot (albeit much smaller than the existing parking lot) will be provided on the parcel for community access. A walking path will be provided around the perimeter of the retention pond. Trees will be planted throughout the site to enhance the aesthetics of the site.

**Scope of Services:** The following is a list of anticipated scope items:

- 1) *Survey* – Topographic and boundary survey of entire parcel. Offsite survey will include obtaining the location and inverts of the existing storm sewers along Shelby Drive (sewer within the street and rear yards) and Harrison Drive. The retention basin will outlet to the existing ditch located at the northwest corner of the Wedo Park property. This ditch will also be surveyed.
- 2) *Base Mapping* – Survey data will be reduced to create a Civil 3D basemap. Existing topographic features will be shown and identified. A digital terrain model suitable to generate 1' contours will be created. Property lines will be accurately depicted for PPN 343-06-126 and the adjacent parcels. Research of County Records will be performed to obtain existing easement documents. Locations of exiting easements will be shown, and the Grantee identified on the drawings. Existing utilities will be plotted based on field observable features and record plan information.
- 3) *Geotechnical Exploration* – Soil borings will be obtained to determine the existing subsurface material. This information will be used to both facilitate the design of the retention basin and provide the contractor with the anticipated material through which the excavation will occur.
- 4) *Review of Existing Information* – Existing plans and prior studies will be obtained and reviewed.
- 5) *Hydrologic and Hydraulic Analysis and Calculations* – The existing drainage area to the retention basin will be verified based on the field survey. Time of concentrations and runoff curve numbers will also be verified. Flood routing for various storms will be routed through the retention basin based on the proposed grading plan prepared as part of the construction drawings. Hydraulic calculations will be performed to size all new storm sewers entering and exiting the retention basin.
- 6) *Construction Plans and Documents* – The following is a list of anticipated drawings and documents:

- a) Title Sheet (1 Sheet)
- b) General Notes (2 Sheets)
- c) Existing Conditions Plan (1 Sheet @ 1"= 30')
- d) Site Demolition Plan (1 Sheet @ 1"= 30')
- e) Overall Layout Plan (1 Sheet @ 1"= 40')
- f) Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')
- g) SWPPP Notes and Details (7 Sheets)
- h) Grading Plan (2 Sheets @ 1"= 20')
- i) Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')
- j) Utility Plan (1 Sheet @ 1"= 30')
- k) Retention Basin Details (Outlet Control Structure, etc.)
- l) Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1" = 5' V)
- m) Miscellaneous Details (4 Sheets)
- n) Estimated Quantities
- o) Bid Book and Specifications Manual
- p) Preliminary and final cost estimate
- 7) *Update NEORSD Hydraulic Model* – Update portion of NEORSD SWMM model to account for new retention basin. NOT IN SCOPE (update by NEORSD)
- 8) *Environmental Permits* – Prepare Ohio EPA Notice of Intent (NOI) Permit. Environmental studies and permitting beyond the NOI are not anticipate and not in scope.
- 9) *Project Management/Coordination for Design and Permitting* – Coordinate with local stakeholders including utilities, City of Brook Park, NEORSD, Ohio EPA, etc.
- 10) *Bidding Services* – Prepare bid documents and legal notice, respond to pre-bid questions, issue addendum, contract award recommendation letter. NOT IN SCOPE
- 11) *Construction Administration and Engineering During Construction* – This will include administering the construction contract on behalf of the city, construction observation services, and project closeout. NOT IN SCOPE
- 12) *As-Built Survey* - Perform topographic survey of the retention basin upon completion of the project. NOT IN SCOPE
- 13) *As-Built Analysis of the Retention Basin* – This includes flood routing analysis for the elevation versus storage volume for the as-built detention basin and as-built outlet structure geometry. NOT IN SCOPE

**Euthenics Fee:**

1.0 - Topographic, Boundary and Utility Survey	\$15,768.00
2.0 - AutoCAD Civil 3D Basemap	\$3,166.00
3.0 - Review of Existing Plans and Prior Studies	\$620.00
4.0 - Civil/Site Improvement Plans	\$58,540.00
5.0 - Hydrologic and Hydraulic Analysis	\$11,498.00
6.0 - Environmental Permits	\$1,392.00
7.0 - Project Management/Coordination	\$3,720.00
SUB-TOTAL	\$94,704.00

**Sub-Consultant Fee:**

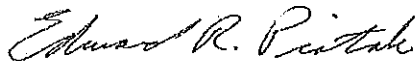
8.0 – Title Research (West Erie Realty Solutions, Ltd.)	\$1,560.00
9.0 – Soil Borings (Terracon)	\$9,350.00
SUB-TOTAL	\$10,910.00
GRAND TOTAL	\$105,614.00

Written authorization to proceed with any additional services will be obtained prior to commencing with any work that is not included in the Items as described herein. The fees shown in the Proposal will be held for work in progress through the end of July 2023.

If additional work or work of significantly increased complexity, clearly not contemplated in the original scope of services, is required, or if Euthenics, Inc. is required to abandon or perform or re-perform approved work, supplemental or modification agreements shall be negotiated providing for the cost and suitable profit for such work. If this Agreement is terminated during performance of the work, Euthenics, Inc. shall be paid for services rendered to the date of termination.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call if you have any questions or need additional information.

Very Truly Yours,  
EUTHENICS, INC.



Edward R. Piatak, P.E.  
Consulting City Engineer

Encls.

F:\Jobs\187\202210 - Wedo Basin\Scope and Fee\Wedo Basin Letter - 06 22 2022.docx





— Cuyahoga County —  
**Enterprise GIS**  
 PUTTING CUYAHOGA COUNTY ON THE MAP

### PUTTING CUYAHOGA COUNTY ON THE MAP