CITY OF BROOK PARK, OHIO

Service
P/C 5/2/23
CA 5/9/23
1st R 5/16/23
2nd R
3rd R
B/C

ORDINANCE NO. 11335-2023

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT AGREEMENT WITH NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE SHELDON ROAD PROFILE RAISING AND BRIDGE REPLACEMENT DESIGN PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park (the "City") and the Northeast Ohio Regional Sewer District (the "District") entered into a Regional Stormwater Management Program Service Agreement dated August 18, 2016 (the "RSMP Service Agreement"); and

WHEREAS, the Sheldon Road Bridge ("the Bridge") has been shown to be hydraulically deficient, causing flooding within Abram Creek; and

WHEREAS, the 100-year Federal Emergency Management Agency (FEMA) flood map and the District's Rocky River Stormwater Master Plan study indicate that the Bridge and Sheldon Road are inundated and impassable during certain rain events; and

WHEREAS, the District's Rocky River Stormwater Master Plan identified stand-alone problem area "AC00126" in the Abram Creek Subwatershed; and

WHEREAS, the District's Rocky River Stormwater Master Plan study found that the current bridge span needs to be increased to convey the 100-year storm event through the structure without causing properties adjacent to the Bridge, Sheldon Road, and upstream of the Bridge to flood; and

WHEREAS, the City and the District desire to perform the Sheldon Road Profile Raising & Bridge Replacement Design Project (the "Project"), which includes the expansion of the Bridge opening to convey the 100-year storm event with acceptable passable conditions along Sheldon Road, in furtherance of the goals of the District's Regional Stormwater Management Program; and

WHEREAS, the Cities of Brook Park and Middleburg Heights share responsibility for the routine maintenance and repair of Sheldon Road and Sheldon Road Bridge as the municipal jurisdictional boundary serves as the centerline of such Road while Cuyahoga County (the "County") is the owner of the Sheldon Road Bridge; and

WHEREAS, the District has prepared a Project Agreement for the execution of the Project and is included as Attachment "A"; and

WHEREAS, the City agrees to retain a consultant to perform the engineering design for the Project as detailed in the Scope of Services (Exhibit "C" of Attachment "A"), and the District has agreed to disburse funds to the City for reimbursement of engineering design, document development, right-of-way acquisition and utility coordination costs incurred for the Project; and

WHEREAS, the construction costs will be shared among the City of Brook Park, the City of Middleburg Heights, the District, and Cuyahoga County, which will be addressed in a separate agreement; and

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

SECTION 1: The Mayor is hereby authorized and directed to execute on behalf of the City the Project Agreement prepared by the District (Attachment "A").

SECTION 2. Consulting City Engineer (Euthenics, Inc.) is hereby authorized to provide the engineering services for the Project as detailed in the Scope of Services (Exhibit "C" of Attachment "A"). Payment for the services shall be in accordance with the Scope of Services (Exhibit "C" of Attachment "A").

SECTION 3. The money needed for the aforesaid transaction shall be paid from the Sheldon Road Bridge Improvement Project Fund #550 and will be reimbursed by the District in accordance with the Project Agreement and in an amount not to exceed $1,175,945.00.

SECTION 4: 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 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 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and authorizing the Mayor to enter into a Project Agreement for the Sheldon Road Profile Raising & Bridge Replacement Design Project with the 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: May 16, 2023

PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
CLERK OF COUNCIL

APPROVED:
MAYOR

5-16-23
DATE

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. 11335-2023 passed on the 16 day of MAY 20 23 by said council.

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 5-17-23

Carol Johnson
CAROL JOHNSON
Clerk of Council

	Yea	Nay
Troyer	✓	
Mencini	✓	
Roberts	✓	
Scott	✓	
Coyne	✓	
Poindexter	✓	
Salvatore	✓	

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

DIRECTOR OF LAW

Attachment "A"

PROJECT AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF BROOK PARK

FOR

SHELDON ROAD PROFILE RAISING & BRIDGE REPLACEMENT DESIGN PROJECT

This Project Agreement ("Agreement") is entered into as of this _____ day of _____, 2023 ("Effective Date") by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of its Board of Trustees Resolution No. _____, adopted _____ (attached as Exhibit "A"), and the City of Brook Park ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. ___, passed by its City Council on _____, 2023 (attached hereto as Exhibit "B").

RECITALS

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District's Code of Regulations ("Title V") is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and

WHEREAS, the City and the District entered into a Regional Stormwater Management Program Service Agreement dated August 18, 2016 (the "RSMP Service Agreement"); and

WHEREAS, the Sheldon Road Bridge ("the Bridge") has been shown to be hydraulically deficient, causing flooding within Abram Creek; and

WHEREAS, the 100-year Federal Emergency Management Agency (FEMA) flood map and the District's Rocky River Stormwater Master Plan study indicate that the Bridge and Sheldon Road are inundated and impassable; and

Whereas, the District's Rocky River Stormwater Master Plan identified stand alone problem area "AC00126" in the Abram Creek Subwatershed; and,

WHEREAS, Abram Creek lies within the Rocky River watershed which is part of the Regional Stormwater System (RSS) (District Asset ID: AC00126), as such term is defined in Title V; and

WHEREAS, the District's Rocky River Stormwater Master Plan study found that the current bridge span needs to be increased to convey the 100-year storm event through the structure without causing properties adjacent to the Bridge, Sheldon Road, and upstream of the Bridge to flood; and

WHEREAS, the District desires to perform the Sheldon Road Profile Raising & Bridge Replacement Design Project ("the Project" or "the Water Resource Project"), which includes the expansion of the Bridge opening to convey the 100-year storm event with acceptable passable conditions along Sheldon Road, in furtherance of the goals of the District's Regional Stormwater Management Program; and

WHEREAS, the Cities of Brook Park and Middleburg Heights share responsibility for the routine maintenance and repair of Sheldon Road as the municipal jurisdictional boundary serves as the centerline of such Road while Cuyahoga County ("County") is the owner of and responsible for the maintenance of the Sheldon Road Bridge.

WHEREAS, the City agreed to retain a consultant to perform the engineering design for the Project as detailed in the Scope of Services (Exhibit "C"), and the District has agreed to disburse funds to the City for engineering design costs incurred for the Project, up to an amount not-to-exceed One Million One Hundred Seventy-Five Thousand Nine Hundred and Forty-Five

Dollars and 00/100 ($1,175,945.00). The construction costs will be shared among the City of Brook Park, the City of Middleburg Heights, the District, and the County, which will be addressed in a separate agreement; and

WHEREAS, the District is authorized to enter into this agreement, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein for the continued benefit of the Regional Stormwater System, the parties agree as follows:

SECTION 1. CITY OF BROOK PARK

1.1. Performance of the Project. The City shall be responsible for the performance of the Project in accordance with the Scope of Services attached hereto as Exhibit "C", which shall involve the engineering design for the replacement of the Sheldon Road Bridge and raising Sheldon Road to improve stream function and mitigate flooding as described in the in the Rocky River Stormwater Master Plan and in the 1606 Sheldon Road Profile Raising and Reconstruction Study (Exhibit "D").

1.1.1. Hydraulic Analysis of regional Stormwater System. The City shall perform a hydraulic analysis of the Regional Stormwater System within the Project area to confirm the benefits of the Project to the Regional Stormwater System and provide the hydraulic analysis to the District. If the hydraulic analysis determines that the installation of the Project does not eliminate flooding and/or road inundation up to a 50-year event the District will not be obligated to contribute funds toward the

design or construction of the Project. The City shall provide the District with all final models or model updates developed for the Project.

1.1.2. Design. The City shall perform all design and develop the plans, specifications and bid documents as described in the Scope of Services, attached as Exhibit "C". The City shall include the District in the design process as further outlined in this agreement.

1.1.3. Provision of Data. The City shall provide the District any data collected in furtherance of its performance of the Project.

1.1.4. Right-of Way Acquisition & Utilities Coordination. The City shall perform the acquisition of all the properties and easements as necessary for the construction and maintenance of the Project and will coordinate with all utility companies in finalizing the plans and specifications.

1.1.4.1. The City shall be responsible for negotiating with and compensating the property owners for the acquisition of all easements and other real estate interests necessary for the Project. The District shall compensate the City the total amount of such real estate acquisitions based upon documentation demonstrating such amount, including but not limited to settlements and jury awards. The City shall seek written approval from the District for the acquisition of any real estate interest exceeding 10% of the appraised value, as such appraisal is performed by an appraiser with a State of Ohio Certified General Appraiser License and the Appraisal Institute's MAI designation.

1.1.4.2. Subject to approval by the Brook Park Planning Commission and City Council, the City agrees to donate to the Project all real estate interests, including, but not limited to, temporary and permanent highway easements, located on City-owned property, in accordance with the right-of-way plans prepared for the Project. Where necessary, the City shall

prepare and record dedication plats with the Cuyahoga County Fiscal Office.

The City shall coordinate with the City of Middleburg Heights to acquire at no cost all real estate interests including, but not limited to, temporary and permanent highway easements, located on the City of Middleburg Heights-owned property, in accordance with the right-of-way plans prepared for the Project. Where necessary, the City shall work with the City of Middleburg Heights to prepare and record dedication plats with the Cuyahoga County Fiscal Office.

1.1.5. Compliance with Laws and Regulations. The City shall comply with all applicable local, state, and federal laws, rules, regulations, and requirements in performing the Project. The City shall apply for and obtain any permits necessary to comply with the above.

1.1.6. Plan approval. The City shall obtain approval of the final plans and specifications from Cuyahoga County, Department of Public Works and the District.

1.1.7. Project Coordination. The City shall coordinate with the District's representatives during all critical stages and milestones of the design to allow sufficient time for the District to review and provide comments related to the design documents. The City shall obtain final approval for the plans.

1.1.8. Modifications to Project Components. The City shall submit written requests for District approval to modify the budget, deadline(s), deliverables, or other components of the Project to the District at least five (5) business days prior to the desired date of execution of such modification.

1.1.9. Disbursement Requests. The City shall provide requests for disbursement to the District no more than monthly in accordance with the disbursement procedure outlined in Section 1.1.10 below. All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (Exhibit "E").

1.1.10. Utilization of District Funds. The City shall use 100% of the District Funds for activities and/or expenses related to the regional stormwater functions of the Project, as approved by the District. Any other use of District-provided funding shall require prior written approval by the District.

1.1.10.1. Application for Payment of Funds. The City must submit consultant invoices to the District monthly or such other timing as mutually agreed by the City and the District, prior to payment for any costs incurred by the City related to design, property acquisition, along with the consultant's detailed invoicing detailing the Project costs that are eligible for District payment. Any such consultant invoice submitted by the City to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

1.1.10.2. The City understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the City and that signature of the PRAV by such representative shall be an affirmative representation of the City that the City has verified the accuracy of the consultant invoice, that the consultant's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the City, that the consultant invoice is not in dispute by either the City or its consultant, that the City's representative recommends payment, and that the City shall pay the consultant as expeditiously as possible and consistent with City's policies following receipt of approved funds from the District and within the time period prescribed in City's contract with the consultant to avoid any late fees or other penalties for late payment. The District

agrees that the signatory to this Agreement may, by designation, authorize an appropriate City staff member to execute the PRAV on behalf of the City.

1.1.10.3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice is accompanied by a complete and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to City within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

1.1.10.4. All invoicing shall be in accordance with an agreed-upon format between the District and the City. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The City shall submit proof of payment to its consultant within forty-five (45) days of the District's payment to the City. Should the City fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the City until such time that the City provides proof of payment of District approved funds to the consultant, and any failure of the City to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

1.1.10.5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for the design services.

1.1.10.6. All requests for payment of District Funds shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve the services provided for the Project.

1.1.10.7. The City shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.

1.1.10.8. The City shall bear the risk and remain solely responsible for any payments made by the City to third parties for work not approved by the District.

1.1.11. Prevailing Wages. The City shall be responsible for determining whether the specifications and the bid documents include the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the Project, and shall ensure compliance with any prevailing wage requirements in said Chapter.

1.1.12. Project Schedule. The City shall complete the Project in accordance with a Project schedule developed by the City and approved by the District.

1.2. Warranty Period. The specifications and the bid documents shall require the contractor to provide a one (1) year warranty period that commences upon substantial completion of the Project construction ("Warranty Period"). The warranty period shall comply

with the requirements of the County's Department of Public Works. At the completion of the warranty period, the City shall provide the District with a final warranty inspection report including how all warranty items were addressed.

1.3. Public Participation, Outreach, and Signage. The City shall acknowledge the District in presentations or publications related to the Project. The City shall lead, and the District will assist, the development of a public notification plan to inform the public of the Project. The City shall acknowledge the District on Project-related public outreach communications and in City public meetings that discuss the Project. The City shall provide the District no less than fifteen (15) days' notice prior to any public meetings relative to the Project.

1.4. Access. The City hereby grants the District access to the public rights-of-way, and shall grant any necessary easements and/or other rights of entry to the District for access to the Project for stormwater inspection and maintenance in accordance with the RSMP Service Agreement.

SECTION 2. NORTHEAST OHIO REGIONAL SEWER DISTRICT

2.1. Disbursement of District Funds. The District agrees to compensate the City one hundred percent (100%) of the City's actual costs associated with engineering design, document development, right-of-way acquisition and utility coordination for the Project in a total amount not-to-exceed $1,175,945.00 (the "District Funds). The District shall compensate the City after receipt of documentation to the District's reasonable satisfaction and submitted in a form sufficient to allow the District to review, inspect and approve the City's invoices.

For the avoidance of doubt, the amount of District Funds described above includes all real estate acquisition costs, appropriation costs, as well as the estimated cost of the permanent and temporary easements that the City will pay to the private property owners for acquiring the property rights necessary to construct the Project in accordance with this Agreement.

In the event that the initial amount of District Funds authorized hereunder is insufficient to fully compensate the City up to one hundred percent (100%) of the City's actual costs associated with the engineering design, right-of-way acquisition and utility coordination for the Project, the District and the City shall discuss in good faith whether additional District funds will be added to this Agreement through an Agreement amendment. The District's disbursement of the Project costs shall be conditioned on the District's approval of the deliverables as outlined below.

2.2. Deliverables. All deliverables included in Exhibit "C" shall also be provided to the District as well as the hydraulic models in native format.

2.3. Meeting Participation. The District shall have the right to attend all Project progress meetings, for which the District will receive at least two (2) working days' advance notice. The District shall receive the meeting minutes from each meeting from the City within ten (10) working days of the meeting for review and comment.

2.4. Project Presentations. The District shall acknowledge the City in presentations or publications related to the Project.

SECTION 3. TERM

3.1. Expiration of Agreement. This Agreement shall expire upon successful completion of the obligations contained herein.

SECTION 4. MISCELLANEOUS

4.1. Execution in Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

4.2. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

4.3. Heading. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

4.4. Governing Law. 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).

4.5. Remedies. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, 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.

4.6. Disclaimer of Joint Venture. 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.

4.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

4.8. Authority to Execute. 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.

4.9. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

4.10. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

4.11. Relationship of Agreement to Exhibits. The Exhibits attached to this Agreement are incorporated into and made part of this Agreement though expressly rewritten herein. In the event of a conflict between the provisions of this Agreement and the Exhibits, these documents shall be given priority in the following order: 1) the District's

Resolution; 2) the main body of this Agreement; 3) the Scope of Services; 4) 1606 Sheldon Road Profile Raising and Reconstruction Study; 5) Payment Request Accuracy Verification and Progress Report; and 6) the City's Ordinance.

Exhibit "A" – District's Resolution

Exhibit "B" – City's Ordinance

Exhibit "C" – Scope of Services

Exhibit "D" – 1606 Sheldon Road Profile Raising and Reconstruction Study

Exhibit "E" – Payment Request Accuracy Verification and Progress Report

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF BROOK PARK

By: _____
Edward Orcutt
Mayor

The legal form and correctness
of this instrument is approved.

Carol Dillon Horvath
Director of Law

By: _____

Date: _____

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.

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

WITH

CITY OF BROOK PARK

FOR

SHELDON ROAD PROFILE RAISING
& BRIDGE REPLACEMENT DESIGN
PROJECT

Total Approximate Cost: $1,175,945.00

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

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

DIRECTOR OF LAW

EXHIBIT A

Northeast Ohio Regional Sewer District

REGIONAL STORMWATER MANAGEMENT

RESOLUTION REQUEST

To: Kyle Dreyfuss-Wells
Chief Executive Officer

Date: January 31, 2023

From: Frank P. Greenland, P.E.
Director of Watershed Programs

Re: Authorization to Enter into an Agreement

Project Name: Sheldon Road Profile Raising & Bridge Replacement Design	**Project Number:** 1606
Agreement Title: Agreement between the City of Brook Park and the Northeast Ohio Regional Sewer District for the Sheldon Road Profile Raising & Bridge Replacement project	**Entity/Agency:** City of Brook Park
Professional Services Firm: N/A	**Agreement Amount:** $1,175,945
Term: 2 Years	**District Project Manager:** Michael Blair
Budget Center: 8100.11111	

Recommended Action

The Watershed Programs Department requests a resolution be prepared authorizing the District to enter into an agreement with the City of Brook Park for the design of the Sheldon Road Raising and Bridge Replacement project. Representatives of the Watershed Programs Department supported by the District's Legal Department led a comprehensive review and negotiation effort to determine the terms and provisions of the subject agreement.

Public Purpose

The project supports the mission of the District and purpose of the Regional Stormwater Management Program (RSMP) to develop a water resource project to eliminate public roadway flooding and improve stream flow conveyance along the regional stormwater system (RSS) in Abram Creek, a major Rocky River tributary.

Background

Abram Creek flows through the City of Middleburg Heights and into the City of Brook Park via a stream crossing located on Sheldon Road owned by Cuyahoga County. Sheldon Road is one of the most frequently flooded public roads in the District's stormwater service area due to the low elevation at which a portion of the roadway and crossing were built. The District evaluated several alternatives under the Rocky River Stormwater Master Plan and an additional predesign study. The final recommendation from the predesign study is to replace the existing concrete crossing with an

upsized bridge and to raise approximately 880 linear feet of Sheldon Road by an average of 3.25 feet. This will provide flood inundation relief to Sheldon Road at and adjacent to the Abram Creek crossing by increasing the crossing's level of service to the 100-year design storm.

The City of Brook Park will manage the detailed project design in coordination with the District and the Cuyahoga County Engineers Office. The City of Brook Park shall perform the acquisition of all easements and all other real estate interests necessary to perform the Project and will coordinate with all utility companies in finalizing the project plans and specifications.

The District will reimburse the City of Brook Park for project design and easement acquisition. Construction of the project will be overseen by the Cuyahoga County Engineers Office who will also partially fund the construction along with the Cities of Middleburg Heights and Brook Park under a future agreement.

Funding
Funding for the District's portion of the project will be provided through the Watershed Programs Regional Stormwater Management Program budget.

Approved*

Kyle Dreyfuss-Wells Digitally signed by Project Controls (LimE@neorsd.org)
Kyle Dreyfuss-Wells, Chief Executive Officer — 02/02/2023 Date

Eric J. Luckage Digitally signed by Project Controls (LimE@neorsd.org)
Eric J. Luckage, Chief Legal Officer — 02/01/2023 Date

Kenneth J. Duplay Digitally signed by Project Controls (LimE@neorsd.org)
Kenneth J. Duplay, Chief Financial Officer — 02/02/2023 Date

**Executive signatures certified by District Project Controls after verification of approvals from SharePoint workflow records.*

cc: All copies distributed electronically via SharePoint automated workflows

EXHIBIT B

EXHIBIT C

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
AND
CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS

SCOPE OF SERVICES

PRELIMINARY ENGINEERING THROUGH CONSTRUCTION SERVICES

February 27, 2023

Replacement of Sheldon Road (C.R. 131) Bridge 01.61
Over Abram Creek (NEORSD Asset AC00126)
And the Profile Raising and Reconstruction of Sheldon Road
In the Cities of Brook Park and Middleburg Heights,
Ohio

PROJECT DESCRIPTION:

This project requires the design consultant to provide engineering services and detailed construction plans for the replacement of Sheldon Road (C.R. 131) Bridge 01.61 (SFN 1830996) over Abram Creek located in the cities of Brook Park and Middleburg Heights, Ohio. The existing bridge is a cast-in-place reinforced concrete rigid frame (box) structure with a clear span of 20'-0". The structure is located downstream of Lake Abram and upstream of the confluence of the CSX railroad crossing. It has an out-to-out width of 60'-0"± (face-of-headwall to face-of-headwall), including a 22'-0"± wide roadway measured from edge line to edge line with 1'-0"± paved shoulder on each side, carrying one lane of traffic in each direction, and a 5'-0"± wide sidewalk on the north side only. According to the record plans, the cast-in-place box structure and wingwalls are all founded on 16-inch diameter timber piles closely spaced and driven to a minimum depth of 40-ft. The structure also has no skew relative to the roadway centerline. The structure was originally constructed in 1934 and has never undergone a major rehabilitation. In accordance with the 2021 inspection field report, the crossing has a General Appraisal of 4 (i.e., poor condition rating) and it currently has no load limit restrictions. Abram Creek inundates Sheldon Road in the vicinity of the structure frequently. Roadway flooding depths typically exceed 2' and make Sheldon Road impassable for the traveling public and emergency services for an extended period. This project will raise the profile of approximately 900' of Sheldon Road by approximately 3.25' to significantly reduce the frequency of overtopping of Abram Creek onto Sheldon Road. The deteriorated condition of the existing reinforced concrete structure in conjunction with the advanced age of the bridge and its hydraulic inadequacy has led the Cuyahoga County and other stakeholders to pursue complete replacement to restore a safe, functional, and structurally sufficient crossing at this location. If the designer determines that the low point of the proposed bridge superstructure will clear the 25-year high water by less than 5 feet, then a smooth-bottomed structure, such as adjacent box beams, concrete slab or a precast three-sided concrete structure, should be specified.

Background: In 2020 the Northeast Ohio Regional Sewer District (NEORSD) commissioned GPD Group to study the Abram Creek watershed at the Sheldon Road crossing. The study is titled "1606 Sheldon Road

Profile Raising and Reconstruction – Schematic Planning Level Study Final Pre-Design Report Dated: December 2020". The purpose of the study was to evaluate alternatives to reduce or eliminate the overtopping of Abram Creek at Sheldon Road. The study included preliminary geotechnical and environmental investigations.

The study evaluated two bridge envelopes with an overall width of 60 feet measured perpendicular to the roadway with a pedestrian sidewalk on the north side for an "apples to apples" with the existing crossing. The 10, 25, 50, and 100-year storm events were considered. The first bridge envelope consisted of a single span bridge with a trapezoidal shaped waterway opening with spill through abutments. The clear span for this envelope is 60 feet as measured from face to face of abutment. In keeping with the CCDPW standards for low waterway crossings (i.e., smooth-bottomed superstructure for alternatives with less than 2 feet of clearance between the 25-year water surface elevation and the low chord), the bridge would include a smooth-bottomed superstructure consisting of adjacent ODOT standard CB27 precast composite box beams and integral type reinforced concrete abutments supported on driven piles.

The second bridge envelope was a prefabricated, reinforced concrete, 3-sided arch-topped crossing structure with outward sloping legs. This 3-sided structure configuration is the CON/SPAN® O-Series® and would comply with ODOT 611 and 706.052 Type A conduit specifications. The crossing units for Alternatives 1 and 2 would have 44-foot span, and approximate 9-foot 9-inch rise. Alternative 3 would have a 49-foot span, and approximate 8-foot 7-inch rise. All three Alternatives would be set on reinforced concrete strip footings constructed below the streambed. Preliminary design indicates that the crossing footings would be supported by two rows of 14" diameter driven pipe piles with the back row on the buried side of the footing being battered away from the stream to provide lateral restraint for the sloped-leg arch sections.

A box beam bridge structure does provide wide-open conveyance area and efficient trapezoidal channel that improves hydraulic performance. However, when a prefabricated 3-sided structure is found to be feasible for the same waterway crossing, it is often preferred over a conventional bridge. Benefits of the 3-sided crossing structure include reduced maintenance and life cycle costs since there is no bridge deck, nor approach slabs subject to wear and tear from direct application of vehicular traffic, snowplows and deicing chemicals. The outward sloping leg crossing reduces the weight of the individual units by about 15% and permits longer clear spans when compared to the vertical leg 3-sided arch top units. Based on discussions with the CCDPW, a buried bridge structure would be preferred when feasible. Therefore, this is the bridge envelope in which costs were developed for the study.

The following is a brief summary of the studied alternatives:

Alternative 1 – **Replacement Structure:** 44-ft wide by 9.65-ft tall CON/SPAN® O-Series® culvert. **Roadway:** Raise approximately 1,000' of Sheldon Road by an average of 4.5'. **Results:** The 100-year storm event does not overtop Sheldon Road and provides 2.5" of freeboard for 25-year storm.

Alternative 2 – **Replacement Structure:** 44-ft wide by 9.65-ft tall CON/SPAN® O-Series® culvert. **Roadway:** Raise approximately 880' of Sheldon Road by an average of 3.25'. **Results:** The 100-year storm event overtops Sheldon Road by 7.56". Roadway considered passible for 100-year storm event. The 10-year storm event submerges the low chord at the inlet by approximately 2-inches.

Alternative 3 – **Replacement Structure:** 49-ft wide by 8.58-ft tall CON/SPAN® O-Series® culvert. **Roadway:** Raise approximately 800' of Sheldon Road by an average of 1.75'. **Results:** The 100-year storm

event overtops Sheldon Road by approximately 2'. Roadway not passable for 100-year storm event. The 10-year storm event submerges the low chord at the inlet by approximately 16 inches.

Based on discussions with NEORSD and the County, the study concluded that Alternative 2 is the recommended alternative to move forward to detailed design. See study for additional information. The scope of this project includes advancing Alternative 2 to detailed engineering and construction.

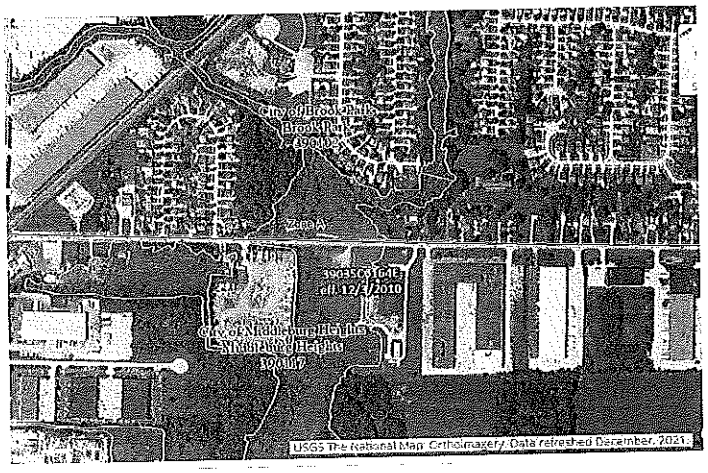
The study identified two areas where retaining walls will likely be needed and include the northeast and southeast quadrants of the bridge to retain new embankments and prevent, or greatly reduce, filling and disturbance to existing wetland features. The study notes that the final wall type would need to be considered along with subgrade improvement method used. In future project development phases, limits of retaining walls and alternative wall types can be evaluated.

Preliminary geotechnical exploration found substantial organic subsurface deposits which will result in significant settlement because of the raised roadway profile and associated new embankment. Measures to mitigate settlement to acceptable levels will be included in the project design.

A preliminary environmental investigation was performed which included an Asbestos Survey, Ecological Report, Cultural Resources Scoping Request Form, and a draft Waterway Permit Determination Request. The information contained within the environmental investigation will be reviewed and updated for project permitting.

The study identified several utilities within the project corridor, and they include the following: Cleveland Water Department (12" main on the north side, 30" main on the south side); Dominion Ohio (4" gas north side); Columbia Gas (4" gas south side); The Cleveland Electric Illuminating Company (combined transmission/distribution lines on north side); Unknown Owners (Telephone, Cable, and Fiber currently on Cleveland Electric Illuminating poles); NEORSD (48" sanitary on the north side – no impact anticipated). Storm sewers within the project limits will be modified or replaced as needed to accommodate the new roadway footprint. Due to the soft compressible subsoil condition and the weight of embankment fill, the utility relocations should occur beyond the limits of the new roadway fill to avoid differential settlement forces that will likely be result within the new roadway fills. This would apply to existing utilities located within the roadway fill footprint. Early and frequent communication with private utilities will be required to make certain their facilities are relocated prior to construction. Waterline relocation plans will be developed for the existing 12" and 30" waterlines.

Permanent right of way will likely be required to accommodate the new roadway footprint. Temporary right of way is anticipated for grading and for drive reconstruction. Utility easements will likely be needed for the private utilities which are anticipated to relocate beyond the roadway lateral fill limits.



The Sheldon Road bridge over Abram Creek is located within FEMA Flood Zone A. The project will place fill within a Special Flood Hazard Area and based on the prior study will increase the 100-year water surface elevation by less than one foot. A flood plain permit will be required from both the city of Brook Park and Middleburg Heights. Additional coordination with FEMA is anticipated because the project will likely increase the 100-year water surface elevation.

Aesthetic enhancements such as form-lined and/or stained concrete headwalls and aesthetic steel railing shall be incorporated into the design.

The project will be let by Cuyahoga County. Construction administration and inspection will be performed by Cuyahoga County.

ANTICIPATED ENGINEERING SERVICES:

For this bridge replacement and roadway re-profiling project, the engineering services include:

- Preliminary engineering studies (Retaining Wall Justification)
- Hydraulic Study - Finalize hydraulics analysis
- Bridge design
- Roadway and drainage design
- Maintenance of traffic and traffic control design
- Water main relocation design (12" and 30" mains)
- Floodplain Development Permit for Brook Park and Middleburg Heights
- USACE/Environmental permitting
- Geotechnical exploration and geotechnical engineering
- Subsurface Utility Locating
- Utility coordination including preparation of the Utility (4A) Proposal Note
- Plan development including preparation of Stage 1 Plans, Stage 2/3 Plans and Final Construction Plans
- Construction Cost Estimates
- Preliminary and Final Right-of-Way Plan preparation and legal description with closure calculation
- Title Reports
- Right-of-Way Acquisition Services
- City of Brook Park and City of Middleburg Heights coordination
- FEMA Coordination
- NEORSD coordination
- County coordination
- On-going services during construction
- Project Summary submission to OEPA and Cleveland Water Department for water main relocation post-construction (i.e., as-builts)

DESIGN CONTRACT:

The design contract will be executed under a single authorization.

The design contract will include the preliminary engineering and study phase including field survey, base mapping, subsurface utility locating, geotechnical services, environmental field studies, utility coordination, preliminary stakeholder coordination, roadway and drainage design, retaining wall justification, maintenance of traffic, hydraulic analysis, Final Hydraulic Evaluation Report, detailed design and plan development phase including the Stage 1, Stage 2/3, Conformance and Final Construction Plans, Preliminary and Final R/W Plans, final utility and stakeholder coordination, and final environmental reports and waterway permitting.

Right of way acquisition and services during construction are also included.

PROPOSAL STRUCTURE:

The consultant shall transmit the proposal with a cover letter. The proposal shall contain the following items:

1. The consultant shall include this approved Scope of Services outline with the cost proposal. The consultant shall provide necessary additional narrative required to clarify or expand upon the Scope of Services outline.
2. A preliminary Project Work Schedule (PWS) for the project reflecting the timelines for task completions, deliverables, review times and project milestones. The proposed PWS shall be discussed and agreed upon by both parties prior to County approval of the cost proposal. Both the County and the consultant shall mutually agree upon the PWS used for the development of this project.
3. The consultant's proposal, including subconsultant proposals, shall include fees to perform all phases of work defined in the agreed upon Scope of Services. The proposal shall be broken down by man-hours and tasks for each phase of work.

DIVERSITY GOALS:

There are no diversity goals for this contract.

DESIGN CRITERIA:

Engineering design plans and specifications shall be developed in accordance with the current editions of the AASHTO LRFD Bridge Design Specifications, the ODOT Bridge Design Manual (BDM), the ODOT Location & Design Manual (L&D) and the Ohio Manual of Uniform Traffic Control Devices. The consultant shall also design in accordance with ODOT's 2019 Construction and Material Specifications (CMS) and governing ODOT Supplemental Specifications and Proposal Notes, all applicable ODOT and CCDPW standard construction drawings, and all CCDPW supplements to ODOT's bridge and highway design manuals.

ODOT's design manuals, standard construction drawings, supplemental specifications, proposal notes and other materials are available for download on its website: http://www.dot.state.oh.us/drrc.

CCDPW's standard construction drawings, general notes, supplements to ODOT's L&D and BDM, and other CCDPW design standards are available for download on its ftp website: ftp://CCDPW:cuyahoga@ftp.publicworks.cuyahogacounty.us.

The project design shall accommodate all temporary and permanent relocations of both existing public (water, sanitary, etc.) and private utilities (telephone, electric, cable, gas, etc.), as coordinated by the design consultant with all utilities impacted by the proposed work. Relocation of publicly owned utilities is generally project-eligible for funding. Relocation of privately owned utilities is generally not project-eligible and they are usually relocated at the utility owner's expense.

Water work associated with this replacement project shall be designed in accordance with City of Cleveland, Division of Water (CWD) design standards, specifications and plan details as provided on its website: Design & Construction Specifications | Cleveland Water Department. Waterline relocation designs (12" and 30" mains) are included with this contract. The project is anticipated to be exempt from obtaining plan approval from the OEPA, prior to construction, provided the replacement complies with Sections 8.0 to 8.12 of "The Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers' Recommended Standards for Water Works" (10 State Standards). However, a Project Summary shall be submitted post-construction to the local OEPA district office summarizing the replacement and identifying any unusual conditions encountered during construction, if applicable. The cost for preparation of this Project Summary is included in Phase K as detailed herein.

The fee for utility coordination efforts with CWD will be included in Phase B of the Project to meet their plan review procedures and design requirements. Additionally, discussions are anticipated during this design phase to determine CWD's preferred waterline alignment and temporary bypass considerations during construction.

The existing 48-inch Northeast Ohio Regional Sewer District sanitary sewer that crosses under Sheldon Road at the east end of the project, then traverses westerly and parallel with Sheldon Road will not be impacted as part of this project.

The proposed vehicular bridge shall be designed for the HL-93 loading per AASHTO's LRFD Specifications as well as a future wearing surface of 60 pounds per square foot in accordance with CCDPW standards. The Bridge Load Rating & Analysis shall be completed by the precast supplier of the structure per the ODOT BDM.

The project plans and specifications shall take into account all governing local storm water management best management practices (BMP's), including construction site and post-construction BMP's that may be required due to earth disturbance activities related to the proposed improvement. This project is partially funded by the Northeast Ohio Regional Sewer District (NEORSD); therefore, NEORSD coordination will be required, and plans will be provided to them for their review.

WORK BREAKDOWN:

The following summarizes the various Phases of the project:

Phase A – Gather Existing Data (Lump Sum)

1. Field Surveying and Base mapping Services:

The design Consultant, acting as the City of Brook Park's agent, may enter upon any lands within the County for the purpose of inspecting, surveying, leveling, digging, drilling, or doing any work deemed necessary in the execution of any survey authorized by the City of Brook Park in accordance with Sections 163.03 and 5517.01 of the Ohio Revised Code and Section 204 of ODOT's Survey & Mapping Specifications, and the latest version of the Cuyahoga County Electronic File Specifications (CCEFS). Prior to performing the survey, the Consultant shall send notification letters indicating the date and duration of entry to the affected property owners no less than forty-eight (48) hours nor more than thirty (30) days prior to the date of entry for the survey. The Consultant shall forward copies of all notification letters to the CCDPW for record purposes.

All survey work shall be performed under the direct supervision of a professional surveyor registered in the State of Ohio. The use either field surveys or aerial photography to establish base mapping shall be pre-approved by the County. If using aerial photogrammetry or LiDAR, perform ground survey work as necessary to assure the accuracy of the base mapping. The survey shall meet all CCEFS requirements, including datum. All existing monumentation for centerline control shall be located and referenced per the County's 4-point cross section method so it may be reestablished for construction purposes. The preliminary centerline control and acquisition plan (if needed) shall be recorded with the County, then upon completion of the project, verification of the reset monuments, pinning of any acquired ROW and recording of parcels that have changed, the updated plat shall be re-recorded, taking the place of the preliminary centerline control plat.

Base mapping and plan sheets shall be developed in AutoCAD 2019 ".dwg" or newer format using the CCDPW CAD standards modified as necessary to achieve the desired finished product.

For all work, use only English units (U.S. Survey Foot). Ground to Grid conversion factors shall not be used, rather the deliverables, both CAD and printed (PDF), shall meet the CCEFS.

The Consultant shall perform all survey and base mapping services, at a minimum, per ODOT's Survey & Mapping Specifications, but in cases of ambiguity or absence of direction, follow the CCEFS as follows:

- Control Survey: Project Control (Section 502.2), Differential Leveling (Section 502.3).

  (a) Gather and review existing data (existing plans, monuments, etc.)
  (b) Establish a minimum of two (2) benchmarks (ODOT Type B Monuments). Locate benchmarks outside of the proposed construction limits. This shall be the only work performed by means of GPS and shall follow the protocols set forth in the CCEFS. In the absence of direction established in the CCEFS, the Surveyor of Record shall make requests for procedural specifications to the County Chief Surveyor before performing any GPS surveying.
  (c) Establish horizontal and vertical roadway control.

- Boundary Survey: Property Surveys (Section 503.2), Right-of-Way & Highway Centerline Surveys (Section 503.3) and OAC 4733-37.

  (a) Gather and review existing property line information (tax maps, record deeds, record plats, existing survey pins if readily found, etc.). Locate property lines within the limits of the project, approximately 600 feet west of Abram Creek (Wedgewood Drive) to approximately 1,000 feet east of Abram Creek. All cadastral survey work shall be performed per CCEFS.
  (b) Establish the construction centerline of the structure and approach roadways.
  (c) Obtain centerline elevations at 25-feet intervals along the roadway for the limits of the project.
  (d) Calculate the existing right-of-way and property lines (areas, lengths, bearings, etc.) within the limits of Boundary Survey described above. Cite all records required to defend the Surveyor's Opinion. Provide a citation table to facilitate drafting.

- Conventional Mapping Survey (Section 504.3): Topographic Survey, Planimetric Features, and Bridge Survey

  (a) Contact the OHIO811 at phone no. 811 or 800-362-2764 to obtain existing utility information within the project limits. Request field markings for design purposes and locate all underground and overhead utilities along the roadway and within the railroad right-of-way including manholes, inlets, valve boxes, catch basins, fire hydrants, utility poles, signal control boxes, signal standards, etc. Include information regarding location, conduit size, type, direction, and depth on the final base map. If any utility does not respond to requests for existing records, the Surveyor is not absolved from a more thorough investigatory search to determine the subsurface locations of any utilities, past or present.
  (b) Define the centerline alignment and cite all record sources used to ascertain said alignment and control of the roadway and any intersecting streets within the project limits. Perform a topographic survey to identify above ground features which include but are not limited to: residential and business buildings, driveways, signs, billboards, monuments, top and bottom of embankments, sidewalks, edges of shoulders, edges of pavement, lane lines, curbs, loop detectors, guardrails, fences, mailboxes, trees and significant foliage.
  (c) Obtain roadway cross sections at 25-foot intervals along the centerline of the roadway. Cross sections shall extend 75 feet normal to and on each side of the roadway centerline, or 40 feet past the existing right-of-way (ROW), whichever is greater, within the longitudinal limits of the survey. In areas where the ROW is greater than 60' in width, the topographic and location survey shall extend a minimum of 15' beyond the ROW limits or extend to the limits of grading as required by the design of the project.
  (d) Perform a drainage survey of all ditches, inlets, storm sewers and sanitary sewers including casting elevations, pipe inverts and material types. Locate and record elevations of all sewer inverts and obtain all pipe sizes and materials.
  (e) Obtain profile of Abram Creek extending at least 500 feet upstream and downstream of Sheldon Road. Each cross section shall have an equal number of shots for breakline consistency and the development of the DTM.
  (f) Obtain channel cross sections of Abram Creek at 50-foot interval 500 upstream and 500 feet downstream of Sheldon Road.
  (g) Survey strategic points to define the bridge shape, including bridge geometry at its openings. Record all measurements of the existing structure including abutments, wingwalls, parapets,

retaining walls, etc. necessary for detailing and describing the removal of the existing structure. Obtain elevations where existing slopes meet the abutments, wingwalls and any visible bridge foundations as well as the tops of structures.

(h) Survey the normal water surface and the elevation of the Ordinary High-Water Mark (OHWM). The OHWM will be flagged in the field by the environmental subconsultant. The elevation will be surveyed by Euthenics. Survey the WSE at the time if survey as well.

(i) Create a Digital Terrain Model (DTM) and base map of the project area (1" =20' scale). Verify the completed DTM and base map in the field at the project site. Make corrections to the DTM by swapping edges, adding or removing TIN lines as needed. TIN lines shall not cross any breaklines or lines representing the edges of any objects.

Any claims for compensation due to damages incurred while the field surveys are being performed will be negotiated between the Consultant and the affected property owners with final approval from the City of Brook Park. Any subsequent entries onto private property for the purpose of obtaining additional survey information will be made in accordance with the specifications referenced above.

2. Subsurface Investigation:

Field exploration, soil borings, sampling and laboratory testing will be required for the design of this project. In addition to the borings required for the design of the structure, pavement cores and roadway borings will be required on the roadway approaches to verify the composition of the existing pavement and subgrade and to properly engineer the approach roadway fill which has already been determined to contain a high concertation of organic material. Pavement cores should penetrate the entire pavement structure, through the subbase and into the subgrade to determine the thickness of each layer of material encountered (including the subbase). The prior NEORSD study had identified the need for retaining walls at the northeast and southeast quadrant of the Sheldon Road/Abram Creek crossing. Soils borings will also be obtained for the design of these walls. The number and locations of the soil borings and pavement cores shall be proposed by the consultant and approved by the County and City of Brook Park prior to field operations being conducted. A geotechnical report shall be provided by the consultant that summarizes the results of the subsurface exploration and provides the geotechnical recommendations for the bridge and roadway design.

Phase B – Utility and Stakeholder Coordination (Lump Sum)

1. Utility Coordination:

Whenever possible and feasible, the proposed work shall be designed to avoid utility conflicts. It is likely that utility impacts will be unavoidable on this project given the poor quality of material below the proposed roadway footprint. Early and close coordination between the Consultant and all utility owners in the project area will be required for the successful delivery of this project. The Consultant must anticipate conflicts with both overhead and underground facilities within the proposed construction limits. The Consultant's utility correspondence shall conform to the CCDPW's Utility Manual.

Utilities that may be impacted by the work must be located by station, elevation and offset. Above ground utilities that may be impacted by the project and are not visible on the aerial base-mapping must be located by station and offset. Storm sewers and sanitary sewers shall include pipe invert

elevations at all manholes, catch basins and outlets within the proposed work limits. In addition, the existing pipe materials and direction of flow shall be noted at all existing drainage and sanitary sewer structures. The Consultant shall assume that the respective utility companies will provide the locations for underground utilities; however, the Consultant shall request precise locations where the Consultant reasonably expects that conflicts may occur. As necessary, the Consultant shall utilize SUE to precisely locate underground utilities. Potentially impacted utilities shall be clearly plotted on the plan and profile sheets and appropriate detail and cross section sheets.

As directed above, the Consultant shall contact the OHIO811 at phone no. 811 or 800-362-2764 to obtain the contact information for all utility owners located within the project area and to request existing utility plans. The Consultant must directly contact all non-members located within the project limits. The date each utility is contacted, either through the protection service or by the Consultant directly, shall be recorded by the Consultant along with the date that existing utility plans were subsequently received from the utility. If any utility companies are nonresponsive during the utility coordination process, the Consultant shall document in detail all communication efforts and follow-ups (letters, e-mails and/or telephone conversation logs) to contact and seek information or responses. Only after reasonable and repeated follow-up communication efforts have failed to elicit an appropriate response shall the Consultant notify the County for our direct involvement.

The Cleveland Water Department (CWD) has a 12-inch main and 30-inch main that will be impacted by the project and will require relocation. The Consultant shall coordinate all aspects of the water line relocation with CWD.

The Consultant shall provide early and close coordination with all involved utilities throughout plan development, including preparation and submission of the Initial Utility Transmittal Letter to each utility company identified, and the Consultant shall resolve all utility company requests for redesign/relocation prior to the Stage 2/3 Detailed Design Review submittal. The Stage 2/3 Review submittal shall include copies of all prior correspondence with each utility company. The submittal shall also include a summary of the specific disposition for each utility (permanent or temporary relocations, temporary support or protection, or a statement that the utility will be unaffected by the project). The Final Plan submittal shall include copies of all final utility disposition communications and draft Utility (4A) Proposal Note outlining required utility relocation work in conjunction with the proposed contract work. The Consultant's Final Plan submittal to the County shall also include the Exhibit "B" Utility Adjustments form and final Utility (4A) Proposal Note that is to be included in the County's Bid Package. In addition to the Final Plan submittal to the County, the Consultant shall submit one (1) set of the final plans directly to each utility company impacted by the project.

Utility Coordination will consist of coordinating with utilities throughout the duration of project development, to ensure that the proposed work does not affect their utility, or in the case of relocations (Dominion, CWD, CEI, Overhead Telecomm, etc.) that the proposed relocations are reasonable and can be accommodated with the project schedule. Euthenics will follow the CCDPW "Instructions to Designers/Consultants Concerning Utility Correspondence and Coordination". Utility conflicts will be tracked using a utility conflict matrix, which will be sent to the County with each deliverable.

Phase C – Environmental Services

The items below are anticipated for the proposed project. The Consultant shall define and scope their proposed activities related to the environmental services anticipated for this project in their cost proposal.

- Asbestos Survey
- Ecological Surveys including Wetland Delineation
- Stream and Wetland Mitigation
- Waterway Permits
- Section 106 Request for Review for Cultural Resources
- Environmental Site Assessment (ESA) Screening
- Public Involvement (Press Release to local newspaper)

An asbestos survey shall include the OEPA Notice of Intent form. Whether or not ACM is found to be present as a result of the survey, the project plans shall include general notes and pay items to cover the potential identification of ACM during construction activities.

In addition to the above environmental surveys the following permits are anticipated for the project:

- Nationwide Permit (NWP) from the U.S. Army Corps of Engineers (USACE)
- Local Flood Hazard Permit
- Local Roadway and Site Impact Permits from Middleburg Heights and Brook Park
- SWPPP Permit from Cuyahoga County Soil and Water Conservation District
- Ohio Environmental Protection Agency (OEPA) Notice of Intent (NOI)
- OEPA Permit to Install (PTI) for water and sanitary sewer

The services listed above will be authorized on an as-needed basis and are subject to change pending the outcome of the preliminary environmental investigation. The Consultant shall complete and submit all environmental documentation and reports to the County for review and approval. The Consultant shall incorporate and dispose of all comments resulting from the County's reviews until environmental clearance is granted for this project.

Phase D – Preliminary Engineering and Hydraulic Analysis (Lump Sum)

This phase shall include the efforts required to prepare the Project Initiation Package (PIP), and H&H Report in general conformance with the ODOT PDP, L&D and Bridge Design manuals. Specific considerations for the tasks and effort required for the preparation of the preliminary engineering stage is included below. Submittal and review requirements are listed below under "Reviews". This phase will be considered complete once the H&H Report is approved by the County and NEORSD, with concurrence from the other involved agencies.

The plan development process shall begin with the preparation and submittal of an H&H Report and simplified Structure Type Study including a Hydrology and Hydraulics Analysis. The Structure Type Study will be limited to the prefabricated 3-sided structure type that was evaluated in the NEORSD study (CON/SPAN® O-Series® culvert). The hydrology from the NEORSD study (10, 25, 50, and 100-year design flows) will be used for the hydraulic analysis. This data was obtained from the District's Abram Creek

SWMM model and represents the most accurate data available. Hydraulic analysis will be performed based on the final roadway profile. Consideration will also be given to a structure with a waterway opening wider than 44 feet. The efforts required to conduct the studies and prepare the report are expected to be in general accordance with the requirements/directions provided in the ODOT PDP, Location & Design, and Bridge Design manuals.

The Cleveland Water Department (CWD) has a 12-inch main and 30-inch main that will be impacted by the project and will require relocation. The Consultant shall coordinate all aspects of the water line relocation with CWD.

1. Preliminary Engineering

The roadway limits will be established based on the need to replace the bridge and raise the profile of Sheldon Road per Alternative 2 of the NEORSD study. The horizontal alignment will not change.

Detouring traffic during construction is the preferred approach for this project.

Retaining Wall Justification in accordance with ODOT L&D Volume 3, Section 1407.2 to compare the impacts and costs of the project with and without retaining walls. The justification study will evaluate reinforced concrete walls on driven piles, gravity type precast concrete segmental walls, and a wall type that allows differential settlement including a comparison of the practicality, constructability, and economics of each wall type.

The design of the proposed structure, including the headwalls, wingwalls, foundations, parapets, railings, flanking retaining walls, etc., shall meet all applicable current AASHTO LRFD and ODOT BDM standards in addition to the requirements of the County's supplement thereto. The culvert will be prefabricated, and the culvert supplier will be responsible for the design and details of the culvert including shop drawings. The headwalls and foundations will be designed and detailed by the consultant.

Determination of the final bridge size will be based upon the results of a "simplified" or abbreviated Structure Type Study that will be in accordance with Section 201 of the most current ODOT Bridge Design Manual, except that a bridge profile shall only be provided for the recommended bridge type. The Structure Type Study will be included as part of the H&H Report.

2. Hydrology and Hydraulics

The Consultant shall prepare a Hydrology and Hydraulics (H&H) Report including a Flood Hazard Evaluation in accordance with ODOT L&D Volume 2 and the CCDPW Supplement to the ODOT Bridge Design Manual.

The proposed project consists of replacing the existing structure on Sheldon Road over Abram Creek. The assumed ADT is greater than 2,000, and per the CCDPW Supplement to the ODOT Bridge Design Manual, the design year frequency is the 25-year storm with a 100-year check storm. FEMA has identified this section of the Abram Creek as a Zone A flood hazard area with no base flood elevations established, as shown on FEMA flood insurance rate map 39035C0192E, effective date 10/3/2010.

The H&H analysis will help determine that the bridge satisfies the design year frequency headwater and discharge requirements and will be conducted for both the existing condition and proposed alternatives. The CCDPW requires that the 25-year design storm clear the bridge low chord by at least 2' as a general rule. Exceptions where this is not possible will be considered on an individual basis.

It is preferred that the replacement structure not increase the 25-year and 100-year backwater upstream of the bridge nor increase the risk of other potential damage upstream or downstream resulting from hydraulic considerations."

The H&H report will analyze the following single-span precast alternatives, for a total of two (2) alternatives:

- Single span CON/SPAN® O-Series® culvert with the same size evaluated as Alternative 2 in the NEORSD Study with final design roadway profile by Euthenics
- Single span CON/SPAN® O-Series® culvert with the largest size manufactured to determine if no-rise is feasible.

HEC-RAS software with 1-D modeling will be used for the hydraulic analysis. The backwater of the railroad bridge located to the north will be the downstream boundary condition used for the analysis. This information will be obtained from the prior NEORSD study.

Peak discharges will be obtained from the prior NEORSD study. Channel cross-sections and will be supplemented with LiDAR for the overbanks. Survey data will also be collected for the existing bridge for inclusion in the hydraulic model. An H&H report will be prepared to summarize the methodology and results per ODOT L&D Section 1118. With the project being located in a Zone A special flood hazard area, floodplain coordination will be required, with notification provided to the local Floodplain Administrator at the time of the H&H Report. Scour analysis will be included utilizing the stream boring grain size distributions for the areas of the proposed piers and/or abutments. This task will also consist of scour mitigation recommendations to protect the structure and proposed banks.

3. Deliverables

A Hydrology and Hydraulics (H&H) Report and Flood Hazard Evaluation, Retaining Wall Justification study, and Geotechnical Report will be submitted. All deliverables will be provided 8 ½ x 11 or 11 x17 pdf format as appropriate.

It is assumed that the H&H Report will include the following sections:

- Executive Summary
- Background/Purpose and Need
- Traffic Assessment
- MOT Alternatives Assessment
- Roadway Assessment
- Structure Assessment
- Retaining Wall Assessment (which summarizes the results from the Retaining Wall Justification study)
- Geotechnical Assessment (which summarizes the results from the Geotech Report)

- Hydraulic Assessment (which summarizes the results from the H&H Report)
- Right of Way Assessment
- Utility Assessment
- Environmental Assessment (which summarizes the results from the Environmental Report)
- Recommended Alternative
- Construction Cost Estimate for the project considering the recommended structure alternative

The following will be included as part of the H&H Report:

- The preliminary Site Plan for the recommended alternative and preliminary retaining wall sections.
- The Hydrology and Hydraulics Report will be prepared to summarize the methodology and results per ODOT L&D Section 1118.
- Preliminary Roadway Plans will be included, including plan and profile, typical sections, and cross sections
- Retaining Wall Justification Study
- Preliminary Geotechnical Report
- Construction Cost Estimator File

See the section below titled "Submittals & Reviews" for additional information in this regard.

4. Project Management

This task includes the project setup, general management, and oversight of the project as well as monthly invoicing, progress reports and direct expenses. It also includes QA/QC review and monthly virtual project progress meetings. It is assumed up to five (5) meetings will be required as outlined in Phase I.

Phase E – Detailed Design Plans and Calculations (Lump Sum)

Plans will be prepared per the ODOT Location and Design (L&D) Manual and Bridge Design Manual, Cuyahoga County Supplements to those manuals, and Cuyahoga County Standard Drawings as appropriate. This phase includes the Stage 1, Stage 2/3, Conformance, and Final plans, construction cost estimate and calculations for the project, as discussed for each deliverable below.

Stage 1 (Preliminary): The Stage 1 plans will be prepared per L&D Section 1406.5 Stage 1 Design. Estimated number of sheets are provided below.

- Roadway and Drainage
  1. Title Sheet
  2. Typical Sections (2 Sheets)
  3. Sidewalk Details (1 Sheet)
  4. General Notes (2 Sheets)
  5. Plan and Profile (3 Sheets)
  6. Cross Sections (9 Sheets)
  7. Storm Sewer Profiles (2 Sheets)

8. Drive Details (1 Sheet)
9. Drive Profile (1 Sheet)
10. Private Utility Relocation Plan (Shown on Plan and Profile Sheets)

- Traffic
  1. Maintenance of Traffic Notes (1 Sheet)
  2. Detour Plan (1 Sheet)
  3. Preliminary Signing & Pavement Marking Plan (1 Sheet, double stacked)

- Waterworks (Separate Plan and Profiles for 12" and 30" Mains and separate notes for distribution and transmission lines)
  1. Preliminary 12" Waterline Plan and Profile (3 Sheets)
  2. Preliminary 30" Waterline Plan and Profile (3 Sheets)
  3. General Notes for 12" distribution line (10 Sheets)
  4. General Notes for 30 transmission line (10 Sheets)

- Sanitary Sewer (No need anticipated-Not in scope)

- Retaining Walls
  1. Preliminary Retaining Wall Plan & Elevation at Northeast quadrant of crossing (1 Sheet)
  2. Preliminary Retaining Wall Section Northeast quadrant (1 Sheet)
  3. Preliminary Retaining Wall Plan & Elevation at Southeast quadrant of crossing (1 Sheet)
  4. Preliminary Retaining Wall Section Southeast quadrant (1 Sheet)

- Bridge Plans
  1. Structure Site Plan
  2. Bridge Transverse Section
  3. Preliminary Headwall Section at Upstream (1 Sheet)
  4. Preliminary Headwall Section at Downstream (1 Sheet)
  5. Preliminary Structure Foundation Plan and Details (2 Sheets)

- Right of Way Plans (Preliminary)
  1. Preliminary Legend Sheet
  2. Preliminary Centerline Survey Plat (1 Sheet)
  3. Preliminary Property Map (1 Sheet)
  4. Summary of Additional Right of Way (12 PPN's on the north side of Sheldon, 6 PPN's on the south side) (4 Sheets)
  5. Right of Way Topo Sheets (3 Sheets)
  6. Right of Way Boundary Sheets (3 Sheets)
  7. Legal Descriptions and Closure Calculations (Estimate 18 Permanent Parcel Numbers requiring takes. Assume proposed permanent right of way will encompass the majority of the construction limits so temporary easements are anticipated for drive reconstruction only. Assume exclusive easement will be required for each utility requiring relocation including Cleveland Water, CEI (including those utilities currently on their poles, and Dominion Gas) Estimate the number of Legal Descriptions: Assume 1 WD or SH from each PPN (18 Legal Descriptions); Assume 1 Temporary Easement for each drive (3 Legal Descriptions); Assume 2 Utility Easements for each PPN (36 Legal Descriptions) TOTAL = 57 Legal Descriptions.

8. Title Reports – 42 Year Title Reports will be obtained for each PPN within the project limits. Title Reports will be obtained as part of the Preliminary Right of Way plan development activities and will be submitted with the Preliminary Right of Way Plans.
9. Preliminary Closure Calculations

- The following will also be submitted with Stage 1
  1. Drainage Calculations
  2. Post Construction BMP Calculations
  3. Construction Cost Estimate with Contingency and Inflation (Estimator format and Cuyahoga County spreadsheet format)
  4. Approved Floodplain Permit from the City of Brook Park and Middleburg Heights

Stage 2/3 (Final): Stage 2 and 3 plans will be combined into one deliverable and be prepared per L&D Sections 1406.7 Stage 2 Detailed Design and 1406.9 Stage 3 Detailed Design. Estimated number of sheets are provided below.

- Disposition to Stage 1 Review Comments

- Roadway and Drainage
  1. Title Sheet (update)
  2. Typical Sections (update 2 Sheets)
  3. Sidewalk Details (update 1 Sheet)
  4. General Notes (update 2 Sheets from Stage 1)
  5. General Notes (5 Sheets (new))
  6. General Summary (3 Sheets)
  7. Roadway Subsummary (2 Sheets)
  8. Drainage Subsummary (1 Sheet)
  9. Project Site Plan (1 Sheet) – for SWPPP by Contractor
  10. Cross Sections (update 9 Sheets)
  11. Plan and Profile (update 3 Sheets)
  12. Roadway/Drainage Miscellaneous Details (4 Sheets)
  13. Storm Sewer Profiles (update 2 Sheets)
  14. Drive Details (update 1 Sheet)
  15. Drive Profiles (update 1 Sheet)
  16. Special Embankment Detail (1 Sheet)
  17. Miscellaneous Details (4 Sheets)
  18. Private Utility Relocation Plan (Update – Shown on Plan and Profile Sheets)
  19. Project Site Plan, Earth Disturbed Area exceeds 1 acre (1 Sheet)

- Traffic
  1. Maintenance of Traffic Notes (update 1 Sheet)
  2. Maintenance of Traffic Notes (1 Sheet)
  3. Maintenance of Traffic Subsummary (1 Sheet)
  4. Detour Plan (update)
  5. Signing & Pavement Marking Plan (update)
  6. Signing & Pavement Marking Subsummary (1 Sheet)

- Waterworks (Separate Plan and Profiles for 12" and 30" Mains and separate notes for distribution and transmission lines)
  1. 12" Waterline Plan and Profile (update)
  2. 30" Waterline Plan and Profile (update)
  3. General Notes for 12" distribution line (update 10 Sheets)
  4. General Notes for 30" transmission line (update 10 Sheets)
  5. Waterworks Standard Details (8 Sheets)
  6. Waterworks Details, Project Specific Details (2 Sheets)
  7. Waterworks Subsummary
  8. Cathodic Protection Design for 30" Waterline

- Sanitary Sewer (No need anticipated-Not in scope)

- Retaining Walls
  1. Retaining Wall Plan & Elevation at Northeast quadrant of crossing (update)
  2. Retaining Wall Foundation Plan Northeast quadrant (1 sheet)
  3. Retaining Wall Section Northeast quadrant (update)
  4. Retaining Wall Details Northeast quadrant (1 Sheet)
  5. Retaining Wall Plan & Elevation at Southeast quadrant of crossing (update)
  6. Retaining Wall Foundation Plan Southeast quadrant (1 sheet)
  7. Retaining Wall Section Southeast quadrant (update)
  8. Retaining Wall Details Southeast quadrant (1 Sheet)
  9. Retaining Wall General Notes (3 Sheets)
  10. Estimated Quantities
  11. Temporary Shoring Details (Not required, road closed)
  12. Reinforcing Steel List (1 Sheet)

- Bridge Plans
  1. Final Structure Site Plan
  2. Structure General Notes (3 Sheets)
  3. Bridge Transverse Section (update)
  4. Structure Foundation Plan and Details (update)
  5. Headwall Section at Upstream (update)
  6. Headwall Section at Upstream – Details (1 Sheet)
  7. Headwall Section at Downstream (update)
  8. Headwall Section at Downstream – Details (1 Sheet)
  9. Railing Details (1 sheet)
  10. Estimated Quantities
  11. Temporary Shoring Details (Not required, road closed)
  12. Reinforcing Steel List (3 Sheets)

- Right of Way Plans (Final)
  1. Legend Sheet (update)
  2. Centerline Survey Plat (update)
  3. Property Map (update)
  4. Summary of Additional Right of Way (12 PPN's on the north side of Sheldon, 6 PPN's on the south side) (update 4 Sheets)
  5. Right of Way Topo Sheets (update 3 Sheets)

6. Right of Way Boundary Sheets (update 3 Sheets)
7. Legal Descriptions and Closure Calculations (update - Estimate 18 Permanent Parcel Numbers requiring takes. Assume permanent right of way will encompass the majority of the construction limits so temporary easements are anticipated for drive reconstruction only. Assume exclusive easement will be required for each utility requiring relocation including Cleveland Water, CEI (including those utilities currently on their poles, and Dominion Gas). Estimate number of legal descriptions: Assume 1 WD or SH from each PPN (18 legals); 3 Temporary Easements for drives (3 legals); 2 Utility Easements from each PPN (36 legals) TOTAL = 57 Legal Descriptions.
8. Final Closure Calculations

- The following will also be submitted with Stage 2/3:
  1. Construction Cost Estimate with Contingency and Inflation (Estimator format and Cuyahoga County spreadsheet format)
  2. Pavement Calculations (Office Calculations)
  3. Structure Quantity Calculations
  4. OEPA Permit-to-Install Application (for waterline)
  5. Project Manual

Conformance Plans: Conformance Plans and Cost Estimate will be prepared, addressing comments from the Stage 2/3 Submittal. Conformance submittal will include a disposition to Stage 2/3 Plans

Final Plans: Final Construction Plans and Final Cost Estimate will be prepared, addressing comments from the Conformance Plan submission. Final Plan submittal will include a disposition to the Conformance Plan comments.

Phase F – Bridge Load Rating & Analysis (Not in Scope)

The proposed structure is precast therefore the Bridge Load Rating will be provided by the Contractor.

Phase G – Right-of-Way Plan Preparation (Lump Sum)

This task includes the preliminary and final Right-of-Way Exhibit sheet, legal description, and closure calculation for the project with the deliverables described in Phase E. Title Reports will be obtained to aid with the preparation of the Preliminary Right of Way Plan.

Phase H – Right-of-Way Acquisition Services

Task 1: Task Management:

1. Kick-off meeting - A kickoff meeting/video call with the City of Brook Park, NEORSD, and CCDPW staff shall take place to define new and assess existing goals of the project including expectations, schedule, communication, etc.
2. As-needed telephone calls with the City of Brook Park Project Manager
3. Identify project milestones and deliverables. Propose a meeting schedule to discuss milestones and present deliverables.

4. Status updates – Written project status updates must be submitted a minimum of once per month. These short memo type updates should include percent complete for each task; key task activities performed over the period; budget, scope, or scheduling issues; key activities to be performed over the next period and upcoming milestone dates.
5. Deliverables: Project schedule and Status updates.

Task 2: Preparation of Legal Instruments and Title Work Preparation of Legal Instruments:
The Consultant and/or subconsultants will be responsible for preparing all instruments and forms necessary for the acquisition of the parcel, including deeds, easements, contracts, letters, agreements and all other forms required. ODOT Real Estate LPA Forms will be utilized, unless otherwise authorized by the City of Brook Park's and CCDPW's representative. If other documents are to be used, they will be provided by the City of Brook Park and CCDPW and transmitted electronically to the consultant.

These items are required for the preparation of the legal instrument:
1. Current owner(s) name and marital status including nka and aka per the current title report
2. Auditor's parcel number - listing all parcels in the area to be acquired
3. Volume and page of the instrument through which the grantor claims title
4. Surveyor statement and number
5. Agreed compensation amount

Title Work: Our ODOT Prequalified team will search the public records concerning the titles to the highway parcels of such real estate in a form acceptable and will comply with the ODOT policy and procedures as set forth in the Office of Real Estate's Policy and Procedures Manual. All notes and reports are to be type written. Our team will submit a written report as to each parcel by the agreed upon due date. In addition, each report will include, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate, the following factual information:
1. The name, address, telephone number and marital status of all record holders or holders of title, including partnerships. The marital status of each owner in the chain shall be included.
2. The recorded deed description of the land or parcels of land which make up an owner's property which are used as a unit with the land taken for highway purposes, together with the recording reference and dates thereof, and any transfers for the period of time established at the task scoping meeting.
3. The names and address of the owners of any encumbrances upon, or interest in, the real estate, such as mortgages, land contracts, leases, easements, rights of way, mineral rights or reservations, etc.
4. Unsatisfied executions and living judgments, foreign or domestic, or pending suits of record in the courts of record, or on file in the Sheriff's Office or the Clerk of Courts Office of said county, which may affect said title to the real estate under examination.
5. Any other tax liens, mechanic liens, recognizance, Division of Aid for Aged Liens, or any other infirmity, encumbrance, lien, or cloud on title disclosed by the public records of said county, including all tax assessing agencies within the county or district.
6. The tax description, Auditor's parcel number, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest, which have not been paid and are a lien.
7. Copy of the Auditor's Card.
8. Copy of the Tax Map
9. Copy of the root deed for full title reports.
10. Deliverables: Legal instruments required for acquisition; Title Report

Task 3: Appraisal

Consultant will be responsible for all activities related to establishing the current fair market value of the property, utilizing whatever format and approach is appropriate to arrive at an opinion of value for the parcel to be acquired. Consultant will be responsible for all appraisal activities. All valuation activities will be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, USPAP and ODOT Real Estate Manual Section 4000 etc. seq. The appraisal format to be used for each parcel will be in accordance with the schedule of appraisal. Appraisal Revisions are defined as changes made to previously prepared appraisals to reflect a change in the facts of a parcel (plan changes or incorrect deed descriptions, etc.).

1. Deliverables: Appraisal Reports

Task 4: Acquisition (Negotiations and Closing):

Consultant will perform all work necessary to negotiate with all affected landowners having an interest in the property to be acquired. If conditions merit it may be necessary to ask the Client Representative to be involved with this process as a property owner may request a meeting with either the City and/or Design Engineer/Surveyor. Consultant will be responsible for all acquisition activities. All acquisition activities shall be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Section 163 of the Ohio Revised Code and Sections 5100-5700 of the ODOT Real Estate Manual. In addition:

1. All negotiator notes and reports shall be type written.
2. The Consultant shall give a copy of the offer letter, plan summary letter and approved appraisal or the Value Analysis, to the property owner(s) when making the initial offer to the owner(s).
3. The Consultant during the initial meeting with the owner(s) shall: Reference the date of the meeting on the Negotiation Report (RE-60); Present the brochure "When ODOT Needs Your Property," and/or a prepared brochure provided by the CCDPW; Verify the accuracy of the Title Report, especially ownership issues; Explain the right of way and construction plans to the owner(s); Explain the appraisal process; Explain the offer of the Fair Market Value Estimate (FMVE); Explain the property owner's appropriation rights; Explain real property tax procedures; If appropriate, explain structure retention. Document the owner's questions, issues and concerns.
4. If appropriate, provide these negotiation services jointly with the relocation offer.
5. Consultant will ensure that the signed instruments are signed exactly as the names appear to include any applicable nka or aka name of the owner(s) on the instrument and that the forms are properly notarized.
6. Consultant will obtain a signed IRS form W-9 from each property owner listed on the most recent title report.
7. Retention values for structures or any other items will be prepared by our team (unless otherwise directed by the City of Brook Park).
8. Consultant will inform the property owner of the need for Lien releases and assist the owners with obtaining these items. All costs (Lender Processing fee, surveyor requirements, etc...) to the owner for obtaining such releases will be paid by the City of Brook Park. The City of Brook Park will be reimbursed by NEORSD for said costs.

Preparation of Individual Parcel Files: Consultant will be responsible for the assemblage and maintenance of acquisition files. Upon the close out for the project the original files and an electronic copy will be provided to the Client.

Billing Packages: Consultant will submit the billing package i.e., signed parcels, appropriations, or Relocation Assistance payments, to the City of Brook Park for review and processing. All billing requests will be reviewed, and Warrants/Checks will be processed by the City of Brook Park's personnel. In the case of signed parcels, the warrant/checks will be mailed to Euthenics for further processing (closing, etc.). Warrants/Checks will be issued for the agreed upon settlement for the property owner, a separate Warranty for Closing Recording and Conveyance Fees as listed on the Warrant/check Request to process this transaction with the County. In the case of appropriations, the warrant/check will be sent to the Client's Legal Representative to be placed on deposit with the Court. Consultant will utilize approved ODOT LPA forms when performing all right of way functions contained in this scope, excepted as indicated by the Client.

Closing: All closing activities are the responsibility of the Consultant. Closing activities include to:

1. Conduct closings, disbursing and collecting monies as required; Assist the property owner in the execution of required instruments and forms.
2. Secure the necessary approvals from required local agencies to permit the transfer of ownership property rights in the county auditor's office. Record the instruments and releases with the county recorder's office.
3. Title updates required for closing are part of the closing. They will not be considered a separate pay item.
4. After the completion of the closing process consultant will prepare a packet for each right of way parcel and will forward it to the Client upon project close.

Project Certification: The final work product may need to be certified as clear in conformance with ODOT policies and procedures, the Ohio Administrative Code, the Ohio Revised Code, Uniform Standards for Professional Appraisal Practices (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the Uniform Act), and all other local, state and federal laws, policies, ordinances or regulations.

Phase I – Project Management (Lump Sum)

This phase will include monthly project oversight, subconsultant management/review, invoicing, meetings, and coordination with CCDPW. We will plan on attending up to five (5) meetings for this project with the County at their Cleveland office. Attendance at the meetings will be Project Manager, Lead Bridge Engineer and Lead Roadway Engineer. We will prepare the meeting minutes for distribution and review. The following are the anticipated meetings:

1. Kickoff Meeting
2. Stage 1 Review Meeting
3. Utility Coordination Meeting
4. Stage 2/3 Review Meeting
5. Conformance Plans Review Meeting

Phase J – If Authorized Additional Services (Cost Plus Net Fee)

This task includes if-authorized unforeseen tasks falling outside of the agreement scope of services.

Phase K – Pre-Bid Services (Cost Plus Net Fee)

Provide assistance to the County during the bidding phase as directed, including attendance at the pre-bid meeting (if any), assistance in answering contractor questions, and the assessment of the need for addenda.

Phase L – If Authorized Construction Consultation (Cost plus Net Fee)

This task includes the construction services for the project. This work will include responding to pre-bid questions, attendance at the pre-construction meeting, responding to RFI's, reviewing contractor shop drawings and other submittals, and site visits if necessary. This task does not include construction administration and inspection, which will be by others.

Phase M – OEPA Project Summary (Cost plus Net Fee)

A Project Summary will be prepared and submitted to the OEPA following the construction activities of the proposed water utility relocation. This submission shall provide an updated distribution map (or plan location map depending on stakeholder involvement) and summarize the extent of water utility replacement as well as identifying any unusual conditions encountered during construction.

SUBMITTALS AND REVIEWS:

For each phase of the project, Euthenics will submit a PDF file of the plans and associated deliverables to the CCDPW for a brief initial review of its contents and a determination of its completeness. Following the initial review and any resulting modifications or revisions, the consultant shall submit an updated PDF file of the accepted deliverables to the CCDPW for formal review. The consultant shall also submit electronic review materials to the City of Brook Park, the City of Middleburg Heights, the Northeast Ohio Regional Sewer District, and all utilities. Paper copies of the submittal items will be provided to the stakeholders and review agencies if hard copies are requested. The consultant shall schedule and coordinate the reviews and collect comments in accordance with the agreed upon Project Work Schedule.

PAYMENTS

Euthenics will submit monthly invoices as the work progresses. The maximum compensation paid for by the City of Brook Park and NEORSD shall not exceed the following percentages of the total compensation:

- Upon approval by the City of Brook Park and NEORSD of the H&H Report: 25%
- Upon approval by the City of Brook Park and NEORSD of the Stage 1 Plans: 65%
- Upon approval by the City of Brook Park and NEORSD of the Stage 2/3 Plans: 90%
- Upon approval by the City of Brook Park and NEORSD of the Final Construction Plans: 98%
- Upon completion of all services including R/W Acquisition and Construction Services: 100%

SCHEDULE:

The updated Project Work Schedule is attached to the proposal as an exhibit.

ABBREVIATIONS:

AASHTO - American Association of State Highway & Transportation Officials

AC(B)M - Asbestos Containing (Building) Material

AER - Alternatives Evaluation Report

BDM - Bridge Design Manual

BMP - Best Management Practice

CA(D)D - Computer Aided (Design and) Drafting

CCDPW - Cuyahoga County Department of Public Works

CE - Categorical Exclusion

CMP - Cleveland Metroparks

CMS - Construction and Material Specifications

C.R. - County Route

CWA - Clean Water Act

CWD - Cleveland Water Department

DTM - Digital Terrain Model

ESA - Environmental Site Assessment

FEMA - Federal Emergency Management Agency

FHWA - Federal Highway Administration

GER - Geotechnical Engineering Report

H&H - Hydrology and Hydraulics

L&D - Location and Design

L.F. - Left Forward

LFD - Load Factor Design

LRFD - Load and Resistance Factor Design

LWCF - Land and Water Conservation Fund

MBE - Minority Business Enterprise

MOT - Maintenance of Traffic

NAD 83 - North American Datum of 1983

NAVD 88 - North American Vertical Datum 0f 1988

NEORSD - Northeast Ohio Regional Sewer District

NEPA - National Environmental Protection Act

NESHAP - National Emission Standards for Hazardous Air Pollutants

ODNR - Ohio Department of Natural Resources

ODOT - Ohio Department of Transportation

OEPA - Ohio Environmental Protection Agency

OES - Office of Environmental Services

OGPUPS - Oil and Gas Producers Underground Protection Service

OHWM - Ordinary High Water Mark

OMUTCD - Ohio Manual of Uniform Traffic Control Devices

OUPS - Ohio Utilities Protection Service

PDP - Project Development Process

PE - Preliminary Engineering

PWS - Project Work Schedule

R.F. - Right Forward

R/W - Right-of-Way

SBE - Small Business Enterprise

SFN - Structure File Number

STS - Structure Type Study

SUL - Subsurface Utility Locating

USACE - U.S. Army Corps of Engineers

USGS - U.S. Geologic Survey

WBE - Women Business Enterprise

EXHIBIT D

Northeast Ohio
Regional Sewer District

STORMWATER GES 2 – TASK ORDER #13

1606 SHELDON ROAD PROFILE RAISING AND RECONSTRUCTION – SCHEMATIC PLANNING LEVEL STUDY

Final Pre-Design Basis of Design Report

Exhibit on file in the Brook Park City Council Office

EXHIBIT E

Northeast Ohio Regional Sewer District

Regional Stormwater Management Program Project
PAYMENT REQUEST ACCURACY VERIFICATION AND PROGRESS REPORT

Project Information

Project Partner: _____

Project Title: _____

Payment Request Amount:_____

Authorized Signature

Pursuant to the terms of the Agreement between the Project Partner and the Northeast Ohio Regional Sewer District (the "District") for the above-referenced Project, I am the duly authorized representative of the Project Partner with respect to said Agreement and related consultant invoices/contractor pay/draw applications.

I hereby verify that the consultant invoice/contractor pay/draw application attached hereto from consultant/contractor is accurate, that the consultant's/contractor's materials and/or services reflected in the consultant invoice/contractor pay/draw application was furnished and performed in accordance with the conditions of the contract for the work and is to the satisfaction of the Project Partner, that the consultant invoice/contractor pay/draw application is not in dispute by the consultant/contractor or the Project Partner, that I recommend payment of same, and that information contained therein is true and correct to the best of my knowledge.

I also confirm that the Project Partner shall pay the consultant/contractor such District-approved amount distributed to the Project Partner as expeditiously as possible following receipt of funds from the District and within the time period prescribed in the Project Partner's contract with the contractor/consultant to avoid any late fees or other penalties for late payment.

Further, I confirm that all information included in the Progress Report is verified and accurate.

Name (print or type): _____

Title: _____

Telephone Number: _____

Email Address: _____

Signature: _____

Date: _____

Rev 1/2022

Northeast Ohio
Regional Sewer District

Progress Report

Provide a summary of the accomplishments with respect to objectives, degree of completion based on the Project application, and any problems encountered. Progress Reports must be submitted with all payment requests.

1) Summarize progress and/or accomplishments during this reporting period as related to your project implementation schedule. (500 word maximum)

2) Difficulties and delays encountered during this reporting period. (500 word maximum)

Northeast Ohio
Regional Sewer District

Project Expenditures
Payment Request Form

Instructions:

Record all expenses and attach relevant procurement documentation, such as an itemized bill, receipt, invoice, time card and/or other documentation to substantiate purchase and compensation as deemed acceptable by the District. Attach all documentation in the order presented on the Project Expenditures form. Combine all requested items into one complete document for submission.

All reports, requests, and inquiries should be submitted to:
Linda Mayer, Grant Programs Administrator II, mayerl@neorsd.org

Invoice Date	VENDOR	Total Invoice Amount	Total Payment Request