

FIRST READING: 6.24.19
SECOND READING: 7.8.19
THIRD READING: 7.22.19

AMENDED RESOLUTION NO. 49-19

BY: JOHN B. SHEPHERD

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITIES OF FAIRVIEW PARK AND ROCKY RIVER REGARDING CENTER RIDGE 2019-2020 "COMPLETE STREETS" PROJECT, ATTACHED HERETO AS EXHIBIT "A"

WHEREAS: Rocky River and Fairview Park desire to cooperate in the completion of the TLCI Project regarding Center Ridge Road funded through NOACA under the terms, conditions and provisions in the agreement; and

WHEREAS: The Cities of Rocky River and Fairview Park will collaborate on a project for improvements on Center Ridge Road according to the cost allocation stated below. Fairview Park will be responsible for TLCI Implementation and Rocky River will be responsible for CMAG project improvements, both are NOACA funded, as further described in Exhibit "A"; and

WHEREAS: Rocky River City Council deems it to be in the best interest of its City to authorize the Mayor to enter this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter an agreement between the city of Fairview Park and Rocky River regarding the Center Ridge 2019-2020 "Complete Streets" Project according to the terms and conditions in Exhibit "A" attached.

SECTION 2. That Fairview Park will pay seventeen percent (17%) of the local share of the engineering design costs and Rocky River will pay the remaining eighty-three (83%) of those costs. That Fairview Park shall pay one hundred percent (100%) of the local share of the construction costs regarding TLCI Implementation. That Rocky River shall pay one hundred percent (100%) of the local share of the construction administration costs for items pertaining to CMAG project improvements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that it is necessary to proceed immediately because maintaining the schedule of this project is essential for grant funding purposes and, provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED July 22nd, 2019


JAMES W. MORAN
President of Council

PRESENTED TO MAYOR: July 22nd, 2019 APPROVED: July 22nd, 2019

ATTEST:


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 22nd day of July, 2019.


Clerk of Council of the City of Rocky River, Ohio

AGREEMENT OF COOPERATION
BETWEEN THE CITY OF FAIRVIEW PARK AND
THE CITY OF ROCKY RIVER

THIS AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2019, between the City of Fairview Park (“Fairview Park”), a municipal corporation of the State of Ohio, through its Mayor and under the authority of Ordinance No. _____, attached hereto and incorporated herein, and the City of Rocky River (“Rocky River”), a municipal corporation of the State of Ohio, through its Mayor and under the authority of Resolution No. _____-2019, attached hereto and incorporated herein, for streetscape improvements and signal upgrades on Center Ridge Road.

RECITALS:

1. Northeast Ohio Areawide Coordinating Agency (NOACA) is providing funding to the City of Rocky River to improve Center Ridge Road through the Congestion Mitigation Air Quality (CMAQ) grant, and they are providing funding to the City of Fairview Park to improve Center Ridge Road through a Transportation for Livable Communities (TLCI) Implementation grant.
2. NOACA will provide funding for Center Ridge 2019-2020 “complete streets” project (“Project”) in the amount of Two Hundred Ninety-Eight Thousand Dollars (\$298,000) to the City of Rocky River through the CMAQ funding and One Hundred Fifty-Nine Thousand Dollars (\$159,000) to the City of Fairview Park through the TLCI Implementation Program.
3. NOACA prefers one community to award the contractor for this project and to make payments for all of the Rocky River and Fairview Park improvements; then invoice the cooperating municipality for the expenditures, and Rocky River and Fairview Park desire to cooperate in that request and in the completion of the Project under the terms, conditions and provisions contained in this Agreement.

In consideration of the foregoing, the payments and the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I. COVENANTS

- A. Rocky River, by its Mayor, having been duly authorized to enter into an Agreement with the NOACA in Amended Resolution No. 19-17 adopted by Council of Rocky River on the 8th day of May, 2017.

- B. Fairview Park, by its Mayor, having been duly authorized to enter into an Agreement with the NOACA in Resolution No. ____ adopted by Council of Fairview Park on the ____ day of ____, 201__.

ARTICLE II. PROJECT COSTS

Engineering / Design: \$68,000

Estimated Project costs:

Construction = \$361,770.00

Construction Administration = \$ 27,300.

ARTICLE III. COST SHARING GENERALLY

A. Engineering Design Costs

A Fixed Fee Agreement for Consulting Services was executed by Rocky River, Fairview Park, and LJB, Inc. on December 14, 2018 for engineering and design services (attached as Exhibit “A”) in an amount not to exceed Sixty Eight Thousand Dollars (\$68,000). Fairview Park will pay thirty percent (30%) of the local share of the Engineering Design Costs and Rocky River will pay the remaining eighty-three percent (70%) of those costs.

B. Construction, Construction Administration and Inspection Costs

Fairview Park shall pay its local share of the Construction, Construction Administration and Inspection costs for items approved in Fairview Park’s TLCI Implementation grant application, or otherwise deemed eligible by NOACA and ODOT, with TLCI Implementation grant funding in an amount not to exceed One Hundred Fifty-Nine Thousand Dollars (\$159,000).

Rocky River shall pay its local share of the Construction, Construction Administration and Inspection costs for items pertaining to CMAQ project improvements.

C. Discretionary Costs

If either city determines that additional work is required that is unique to either Rocky River or CMAQ, or Fairview Park or TLCI, that city shall be responsible for one hundred percent (100%) of the costs of that additional work.

ARTICLE IV. SPECIFIC SERVICES

- A. LJB, Inc. shall provide Engineering Design Services for the Project in accordance with the Fixed Fee Agreement for Consulting Services executed

by Fairview Park on December 14, 2018 and authorized by City Council of Rocky River in Ordinance 1-19 on February 11, 2019.

- B. Rocky River shall bid and award the construction contract for the Project in accordance with Rocky River's laws and State of Ohio Statute for competitive bidding. The Director of Public Service for Rocky River and the Director of Public Service for Fairview Park shall approve the construction contract specifications prior to Rocky River advertising the contract.
- C. Rocky River shall require the construction contractor to name Fairview Park as an additional insured on any insurance required in the construction contract specifications.

ARTICLE V. TERM

This Agreement shall, unless extended by the parties or unless sooner canceled or terminated under the provisions of this Agreement expire upon completion of the Project.

ARTICLE VI. PAYMENTS

- A. Local Share
Fairview Park shall be invoiced for design, engineering, construction and inspection and Fairview Park will pay Rocky River within sixty (60) days of the postmark date of an invoice from Rocky River. There will be a late penalty of ten percent (10%) of the outstanding amount for amounts not paid within sixty (60) days.

ARTICLE VII. NOTICE AND PAYMENTS

All notices which may be proper or necessary to be served and payments to be made under this Agreement shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for such purpose.

Mayor, City of Rocky River
21012 Hilliard Boulevard
Rocky River, Ohio 44116

Mayor, City of Fairview Park
20777 Lorain Road
Fairview Park, OH 44126

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

Signed in the presence of:

CITY OF FAIRVIEW PARK

(Witness)
By: _____
Eileen Ann Patton, Mayor

Signed in the presence of:

CITY OF ROCKY RIVER

(Witness)
By: _____
Pamela E. Bobst, Mayor

The legal form and correctness of
the within instrument is approved.

The legal form and correctness of
the within instrument is approved.

By: _____
JOSEPH P. GIBBONS
Director of Law, Fairview Park

By: _____
ANDREW BEMER
Director of Law, Rocky River

Fixed Fee Agreement for Consulting Services

between

City of Rocky River

and



LJB Inc.

December 14, 2018

LJB Project Number 0115783A.00

Fixed Fee Agreement for Consulting Services

This agreement is being executed as of the _____ day of _____, 20____, between _____, a _____ [e.g., corporation, limited liability corporation, etc.] municipal corporation

having its principal office at 21012 Hilliard Boulevard, Rocky River, Ohio 44116

("Client"), and LJB Inc., an Ohio corporation having its principal office at 2500 Newmark Drive, Miamisburg, Ohio 45342 ("LJB"), under the following circumstances:

- A. Client desires to engage LJB to assist in rendering services in connection with a project as set forth on Schedule 1 attached hereto.

Now, therefore, Client and LJB agree as follows:

1. Compensation for services.
 - (a) For the services provided by LJB, LJB will bill Client, and Client will pay LJB, as shown on Schedule 1 attached hereto. In addition, Client will reimburse LJB for reimbursable expenses (as defined in the Terms and Conditions attached hereto) incurred by LJB. Invoices for services and reimbursable expenses will be submitted by LJB monthly.
 - (b) All invoices for services rendered by LJB will be payable in full by Client upon receipt of LJB's invoice. With respect to services rendered by LJB, Client may not retain a percentage of the amount due. There also shall be no retention with respect to reimbursable expenses.
 - (c) The estimates of LJB's charges for services set forth on Schedule 1 attached hereto represent LJB's good faith estimate of such charges. Such estimates are based upon the following assumptions: (i) LJB will proceed with a complete design of a single concept in each segment of the services; (ii) no unforeseen engineering or environmental problems increasing the scope of the services required will be encountered; (iii) the respective services and responsibilities of Client, LJB, contractors, and others will be well coordinated; (iv) all governmental and regulatory approvals and permits (including, without limitation, rezoning) will be obtained in due course without significant objection; and (v) the services will be performed within the time frame indicated on Schedule 1 attached hereto. LJB will inform Client if, as a result of the failure of any such assumptions or any changes in the scope of the services, actual charges by LJB will exceed the estimated amount. Except in the event of changes in the scope of such services, LJB's charges will not exceed the estimated amount.

2. **Terms and Conditions:** The terms and conditions attached hereto are hereby incorporated into this Agreement.

In witness whereof, Client and LJB have executed this agreement as of the day and year first written above.

CLIENT

City of Rocky River

LJB

LJB Inc.

By:  By: _____
Name: Pamela E. Bobst Name: _____
Title: Mayor - City of Rocky River Title: _____
Date: 2-11-19 Date: _____

City of Fairview Park

By: _____
Name: _____
Title: _____
Date: _____

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party.

Schedule 1

DESCRIPTION OF THE PROJECT AND SERVICES TO BE PROVIDED BY LJB

Complete details of the following Tasks are defined on the attached

Center Ridge Complete Streets Project (CUY-Center Ridge)

Price Proposal for Engineering Design Services

Dated December 14, 2018

Task 1 – Preliminary Engineering & Environmental Clearance	\$ 36,500
Task 2 – Final Design, Construction Plans & Specs	\$ 16,100
Task 3 – Project Management	\$ 13,300
Task 4 – Bidding Phase Services	\$ 2,100
PROJECT TOTAL =	\$ 68,000

REVISED 12/31/2012

LJB INC. INITIALS

CLIENT'S INITIALS

PAGE 4 OF 9

Terms and Conditions

1. Client's Responsibilities

- 1.1. **Client Representative.** Client shall designate in writing a representative authorized to act on behalf of Client with respect to the Project and the services rendered by LJB. Such representative shall have authority to transmit instructions, receive information, grant approvals, and take such other action as may be necessary to avoid unreasonable delay in the progress of the performance of LJB's services.
- 1.2. **Client's Requirements.** Client shall provide full written information regarding Client's requirements for the Project, including design objectives and restraints, schedule, space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Client will furnish to LJB copies of all design and construction standards, which Client will require to be included in drawings and specifications prepared by LJB.
- 1.3. **Ancillary Services.** Client will furnish to LJB, or allow LJB to obtain at Client's expense, such ancillary professional and other services as may be necessary or appropriate to proper performance of LJB's services and completion of the Project., Such ancillary services may include, without limitation thereto, those relating to environmental investigation and analysis; traffic flow and control; investigation of subsurface conditions; investigation of surface and subsurface water flow and the impact of the Project thereon; and surveying activities and preparation of property descriptions. Client agrees and acknowledges that such services may entail Client entering into an agreement with any such service provider (e.g. Drilling and Environmental Addendum), and in the event that Client refuses to do so, LJB may terminate this agreement. It shall be the Client's responsibility, together with the ancillary service provider, to ascertain the location of all utilities and other subsurface structures. In the event LJB is asked by Client or the ancillary service provider to mark any drawing or other document for drilling or other subsurface exploration purposes, Client acknowledges that such markings are only general guides. Therefore, it is the Client's responsibility, together with the ancillary service provider, to ascertain the exact location of the drilling or other subsurface exploration site that will not adversely impact any utility line or other subsurface structure.
- 1.4. **Access to Site.** Client shall secure rights of access for LJB to all property reasonably necessary to the performance of LJB's services.
- 1.5. **Governmental Permits and Approvals.** Client shall obtain (with LJB's assistance if so indicated in the description of LJB's services) all such governmental and regulatory permits and approvals as may be necessary for completion of the Project.
- 1.6. **Coordination.** Client shall effectively and efficiently coordinate the activities of Client, LJB, Architects, Contractors and others involved in the Project.
- 1.7. **Reliance Upon Client Information.** LJB shall have the right to rely upon any and all information supplied to LJB by or through Client, and LJB shall not have a duty to verify the accuracy of such information unless otherwise agreed in writing. Client shall hold harmless, indemnify and defend LJB as to any claims, liabilities or expenses related, directly or indirectly to LJB's use of or reliance upon such information.

1.8. **Timely Performance.** Client shall discharge its responsibilities, as set forth herein and as otherwise agreed, in a timely manner so as not to delay the services of LJB.

2. LJB's Responsibilities

- 2.1. **Time of Performance.** LJB will use its best efforts to complete its services in accordance with the mutually agreed upon schedule and to coordinate its services with other parties involved in the Project so as not to cause delay or interference with the work of such other parties. If Client requests modifications or changes in the scope or extent of LJB's services, the time of performance of such services shall be appropriately adjusted.
- 2.2. **Additional Services.** Services not expressly included within the description of the services to be rendered by LJB are not covered by this Agreement. In the event Client desires additional services and LJB is willing to provide such services, the parties shall execute a supplement to this Agreement describing such services and setting forth LJB's compensation for performing such services.
- 2.3. **Standards.** LJB will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 2.4. **Insurance.** LJB shall maintain the following insurance at all times during LJB's performance of services for Client and, upon request by Client, provide certification evidencing such insurance; Workers' Compensation and Employer's Liability Insurance in conformity with applicable law for its employees; and Comprehensive General Liability. Any additional insurance for the Project obtained by LJB at Client's request shall be at Client's expense.
- 2.5. **Record Drawings.** Any record drawings to be prepared by LJB will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the construction contractors who are to document such modifications as part of their performance. LJB may rely upon such information and is not responsible for the accuracy of such information as it affects the record drawings. Record drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations.
- 2.6. **Confidentiality.** LJB shall use reasonable efforts to preserve the confidentiality of any information identified by Client as confidential.
- 2.7. **Construction Services.** LJB is not responsible for the means, methods or sequences of construction or for the safety of workers or others at the construction site. Construction observation services are neither exhaustive nor continuous and consist of periodic visits to the Project site intended only to determine whether construction is in general conformance with the construction contract documents. LJB is not responsible for the performance or nonperformance of any contractor or other third party involved in the Project.
- 2.8. **No Third Party Responsibility.** Except for those subcontractors who contract directly with LJB pursuant to Section 5.5, LJB assumes no duty or responsibility, which may be construed as being for the benefit of, and therefore enforceable by, any contractors or

subcontractors or their bonding companies. It is understood that LJB's obligations are solely to Client.

3. Compensation

- 3.1. **Progress Payments.** Client will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Such invoices shall reflect billing for work performed and Reimbursable Expenses incurred by LJB during the month involved. Payment of an invoice is due upon receipt of the invoice by Client. In the event of a dispute regarding an invoice, Client shall pay all undisputed amounts pending resolution of the dispute.
- 3.1.a The City of Fairview Park will reimburse Client (the City of Rocky River) for 17% of each invoice.
- 3.2. **Reimbursable Expenses.** Reimbursable Expenses are expenditures made by LJB, its employees or consultants in the interest of the Project. Reimbursable expenses include, but are not limited to, (i) expense of transportation, subsistence and lodging when traveling in connection with the Project; (ii) expense of long distance telephone charges, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project; (iii) expense of all reproduction, postage and handling of drawings, specifications, reports and other Project-related instruments of service; and (iv) expense of preparing perspectives, renderings and models.
- 3.3. **Late Payment.** LJB will assess a carrying charge of 1.5% per month on progress payments not made within 30 days of the date of invoice, which charge is payable by Client upon demand. LJB may, in its sole discretion and without notice, suspend or terminate its services in the event Client does not pay any amount invoiced within such 30-day period. LJB reserves the right to withhold from Client any drawings, specifications and other instruments of LJB's service developed for Client pending payment of Client's outstanding indebtedness.
- 3.4. **Estimates.** Estimates of construction cost, cost of LJB services, material quantities, and construction time provided by LJB are estimates only based upon LJB's opinion and are subject to change and are contingent upon factors over which LJB has no control. Except as may be otherwise specifically agreed in writing with respect to the cost of LJB's services, LJB does not guarantee the accuracy of such estimates.
- 3.5. **Changes.** The parties acknowledge that the nature of the Project is such that Client may wish to make changes in the Project. Client may at any time authorize changes in the services provided by LJB, issue additional instructions, request additional services, or direct omission of services previously ordered. After LJB reviews each change request made by Client, LJB shall advise Client in writing as to any necessary and appropriate fee adjustments for LJB's services arising from the change. After LJB receives Client's written authorization to proceed with such changes and Client's written approval of the corresponding fee adjustments, if any, LJB will proceed to implement such changes. LJB shall not be required to make changes to its work that it believes threatens the integrity or safety of such work.
- 3.6. **Other Adjustments.** Except as may be expressly provided otherwise in this Agreement, Client recognizes that LJB's compensation for services during construction contemplates one construction contract being let and construction completion within the time

contemplated by this Agreement. If more than one construction contract is let, or if the period of construction is exceeded through no fault of LJB, LJB's compensation (including any estimate of such compensation) shall be appropriately increased for services rendered in relation to such additional contracts or beyond such time period.

- 3.7. **Serving as Witness or Consultant.** In the event any principal or employee of LJB serves or is required to serve as a witness or consultant for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project, Client shall compensate LJB 200 percent of the standard hourly rates then in effect for hours devoted to giving testimony or providing consultative services and 150 percent of such rates for time devoted to preparation for such testimony or consultation. In addition, Client shall reimburse LJB for all related expenses.

4. LJB's Liability

- 4.1. **Limitation on Liability.** LJB's liability to Client which may arise from or be due directly or indirectly to the professional acts, errors and/or omissions, including negligence, of LJB, its agents, employees or consultants shall be limited so as not to exceed the portion of LJB's fees (as indicated in this Agreement) applicable to that segment of LJB's services to which the act, error, omission or negligence relates. If LJB's fees are not broken down by segment in this Agreement, LJB's liability shall not exceed the aggregate fees paid to LJB under this Agreement.

5. General

- 5.1. **Ownership of Documents.** All original tracings, notes, data and other documents prepared or furnished by LJB are instruments of professional service and shall be the property of LJB. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modifications, or use on other projects, of such instruments of service, or copies thereof, without LJB's prior written consent shall be at Client's sole risk. Client shall hold harmless, indemnify and defend LJB as to any and all claims, damages, losses and expenses, including attorney's fees, arising out of any such modification or use.

- 5.2. **Disputes Resolution.** All claims, disputes, and other matters in controversy between LJB and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent Client and LJB have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- 5.2.1. The claim will be brought and tried in judicial jurisdiction of the court of the county where LJB's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

5.2.2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

5.3. **Termination.** This Agreement may be terminated by Client upon at least seven days written notice to LJB in the event that the Project is permanently abandoned. In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of seven days after the giving of written notice thereof by the other party, such other party may terminate this Agreement immediately upon the giving of notice of such termination to the Defaulting Party. If this Agreement is terminated through no fault of LJB, Client shall pay LJB for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equal to 15% of the estimated fee remaining to be earned at the time of termination to account for LJB's rescheduling adjustments, reassignment of personnel, and related costs due to termination.

5.4. **Insolvency of Client.** In the event client becomes involved as a debtor, in any bankruptcy, insolvency, receivership or other similar proceedings, LJB may, at its discretion, suspend performance of its obligations under this Agreement.

5.5. **Assignment: Subcontracting.** Neither Client nor LJB shall assign its interest in this Agreement without the written consent of the other, except that LJB may subcontract any portion of its services without such consent.

5.6. **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) beyond such party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of such party as long as performance is delayed or prevented thereby.

5.7. **Attorney's Fees.** In the event of default hereunder, the defaulting party shall pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorneys' fees whether incurred in connection with initiation of legal proceedings or otherwise.

5.8. **Miscellaneous.** This Agreement shall be interpreted and enforced according to the laws of the State of Ohio as applicable to agreements executed and entirely performed within the State of Ohio. The captioned headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. The invalidity of any clause or provision of this Agreement shall not affect the validity or enforceability of any other clause or provision contained herein. This Agreement supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No oral representation, promise, inducement or statement of intention has been made by either party, which is not embodied in this Agreement or in the other documents delivered pursuant hereto. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by both parties hereto. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such breach.

END OF TERMS AND CONDITIONS



December 14, 2018

Mary Kay Costello
Director of Public Safety Service
City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

Re: Center Ridge Complete Streets Project (CUY-Center Ridge)
Price Proposal for Engineering Design Services

Dear Ms. Costello:

LJB Inc. has prepared the following price proposal to develop Construction Documents for the Center Ridge Complete Streets Project. This Proposal reflects the discussions and negotiations that have occurred between the City of Rocky River and LJB since the original proposal was submitted on November 5, 2018. The Project will reduce air pollution by mitigating traffic congestion, promote pedestrian and bike activity by providing safe infrastructure, improve pedestrian safety with new signals and pavement markings, cultivate a healthy transit system waiting environment, and improve vehicular safety at critical locations and throughout the corridor. This proposal is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process.

PROJECT UNDERSTANDING

This Project is funded by a combination of CMAQ, TLCL, Rocky River and Fairview Park funds. The City of Rocky River was awarded a Congestion Mitigation Air Quality (CMAQ) grant from NOACA to reduce nitrous oxide and other pollutants by mitigating traffic congestion and improving the safety of pedestrian and bike traffic along the entire length of Center Ridge within the City's corporate limits. The City of Fairview Park was awarded a Transportation for Livable Communities Initiative (TLCI) implementation grant to increase user safety for multimodal transportation systems including vehicles, pedestrians and bikes. Both grants will fund multimodal improvements along Center Ridge between the GCRTA Westgate Transit Center and the intersection at Northview/Linden Roads.

We look forward to working together with Rocky River to achieve the Center Ridge Complete Streets goals to:

- > Reduce air pollution by mitigating traffic congestion
- > Promote pedestrian and bike activity by providing safe infrastructure
- > Improve pedestrian safety with new signals and pavement markings
- > Cultivate a healthy transit system waiting environment
- > Improve vehicular safety at critical locations and throughout the corridor

SCOPE OF SERVICES

The anticipated scope of services for this project includes the following deliverables as defined below.

Preliminary Engineering

Topographic Survey and Right-of-Way

- Center Ridge Road survey limits will extend from the western intersection at the GCRTA Transit Center/Savers store to the eastern intersection at Northview/Linden Roads. Wagar Rd. survey limits will extend from 500 feet north of Center Ridge to 300 feet south of Center Ridge. Northview Road survey limits are from Center Ridge to 150 feet north. Linden Road survey limits are from Center Ridge to 300 feet south.
- Property Owner Notification: All survey work is to be completed within existing public rights of way. No property owner notification or right of entry letters are anticipated.
- Project Control, Benchmarks and Reference Points: Two (2) Type B control monuments will be set at each intersection within the limits of survey shown on the Survey Limits Map. Type A control monuments are not anticipated. The project will be tied to Ohio State Plane Coordinates North Zone, NAD 83 (2011 Adjustment), GEOID 2012A, and NAVD88. A vertical elevation control benchmark loop will be conducted setting benchmarks on each Type B control monument. Three-point ties to centerline control are not anticipated. All project control points set by LJB will be identified with sketches and coordinates in the surveyor's report and are intended to be easily recoverable by the contractor.
- Monumentation Recovery: No new right of way is anticipated for this project. Monumentation reconnaissance will be limited to those existing centerline and right of way monuments that are easily identified in the field. Neither detailed boundary surveys nor existing right of way resolution is to be performed.
- Base Mapping (incl. field verify): Locate topographic features within the project survey limits between back of curb on both sides of the road and between back of sidewalks at the intersections, obtaining horizontal and vertical information. No cross sections will be taken of the pavement. LJB will contact OUPS to request field marking for utilities only at each intersection prior to beginning the survey. LJB will contact utility companies individually to obtain any additional information available to assist the survey team in locating existing utilities. LJB will locate drainage features horizontally and vertically. LJB will locate traffic control features horizontally, including pavement markings, signs, poles, signal boxes and loops, etc. Temporary lane closures are NOT anticipated to complete the pavement survey.
- Establish property lines, tax id, & ownerships on base map: Through GIS & tax map data, LJB will identify approximate property lines in the project limits. Boundary resolution for abutting property is not anticipated.

Transit Waiting Environment (TWE) Improvements

Coordinate with GCRITA to develop improvements at the TWE near Chick-fil-A which may include an upgraded shelter, new site furniture, lighting, trash receptacles, public art, and landscaping. Also discuss safety benefits to traffic, pedestrians and transit riders in relocating the bus stop on Wagar Road just north of Center Ridge to a location further north or possibly eliminating.

Public Involvement

One (1) letter will be written, for issuance by the City, to present the planned improvements to the public. The letter will emphasize that the public comments offered during the planning phase are being implemented and a safer environment will result for all pedestrians, transit riders and vehicular traffic. Comments will be accepted for a period of 30 days after issuance of the letter.

Crash Analysis and Channelization

Investigate crash data and TLCI Planning Study information to determine optimum treatments, including channelization devices and improved pavement markings, for mitigation of traffic incidents occurring on Wagar Road just north of Center Ridge near the Walgreens entrance and also along Center Ridge near Chipotle.

Traffic Counts & Signal Warrant Analyses

Perform 12-hr traffic counts at each of 5 signalized intersections within the limits of the TLCI grant (from West to East):

1. RTA Transit Center/Savers entrance
2. Glenbar
3. W. 210/Wagar
4. Westgate Mall entrance/Forestview
5. Northview/Linden

If authorized, we will also count traffic at the remaining 8 intersections along Center Ridge Road within the corporate limits of Rocky River and the CMAQ grant (from West to East):

1. Spencer
2. Giant Eagle/Honey Baked Ham
3. River Oaks/Westwood Town Center
4. Pease
- 5 *TLCI Signalized Intersections itemized above*
5. Rockport retail entrance
6. Lakeview
7. Goldengate/Wooster Park
8. Wooster

Following the completion of the traffic count data collection, LJB will perform traffic signal warrant analyses at each of the locations counted.

Traffic and Pedestrian Signal Coordination

LJB will plan for signal coordination to be via wireless methods, likely using spread spectrum radio or cellular modems. Signal improvements at the intersections identified above will be limited to new controllers and interconnection equipment in order to provide for coordination. System timings will also be prepared to identify the offset and splits for up to 4 time of day plans.

Alternate Bid Request, if needed

If necessary, submit an alternate bid request in accordance with ODOT TEM, Section 120-7. The alternate bid procedure has been established to permit a local agency to obtain a specific brand, feature or design of traffic control or lighting device for use on a project.

Pavement Markings and Signage

Pavement markings will be shown on the same sheet as Signing, to include:

- Location of pavement edges, number of lanes, lane widths, transitions, raised medians and all structures
- Directional arrows (one per lane) indicating the number of lanes
- Painted gores for merging and diverging roadways and any auxiliary markings
- High-visibility ladder-style crosswalks at Westgate Transit Center, W. 210/Wagar, Westgate Entrance/Forestview, and Northview/Linden intersections.

Inlaid pavement markings will also be studied to determine cost-effectiveness and increased visibility attributes.

Northview/Linden Intersection Improvements

Unique considerations for this intersection may include the installation of landscaped/hardscaped medians and the relocation of crosswalks.

Preliminary Layout

Conceptual layout sheets will be developed to locate the traffic signal features, curb ramps, channelization devices, pavement markings and existing/proposed right-of-way lines and construction limits. LJB will submit this layout to the City for review and approval prior to beginning Final Design. This layout will also be used for environmental clearance documents (completed by ODOT District 12) and for the public involvement meeting. LJB will provide the Preliminary Layout construction plans to all known utilities in the project area and coordinate with the utilities to identify design features to be relocated or removed.

Design Exception Requests, if needed

Submit any Design Exception Request(s) and supporting plan sheets to ODOT District 12, who will review and submit through the Office of Roadway Engineering Services for approval. Design Exception approval is required prior to the next stage submittal.

Construction Cost Estimate

A preliminary construction cost estimate will be accomplished at the conclusion of the Preliminary Engineering phase to determine the probable cost of construction, including a contingency factor to account for undefined items at this stage of plan development. This estimate may be used by Rocky River to determine if elements of the Final Design scope should be increased or decreased.

Perform Airway/Highway clearance analysis

The purpose of an Airway/Highway Clearance Analysis is to determine if a proposed project will encroach into the theoretical approach or traverse surfaces of an airport or heliport. Whenever a project is located within 20,000 feet of a public-use or military airport or heliport, an Airway/Highway Clearance Analysis must be performed. Documentation in accordance with ODOT L&D Volume 3, Section 1404 will be provided. Cleveland-Hopkins International Airport is located approximately 16,000 south of the Project site.

Final Design, Construction Plans & Specifications

Accepted elements of the Preliminary Engineering phase will be advanced through Final Design, resulting in construction plans and specifications to meet City and ODOT standards and requirements. The following sheets are expected to be included in the Construction Plans:

- Title sheet
- Plan sheets
- Notes sheet(s), including maintenance of traffic provisions
- General Summary (all quantities will be itemized and tabulated by funding source)
- Plan Detail sheets for the layout and detail of the channelization hardware
- Intersection details for intersections where curb ramps are being redesigned and channelizing islands are being placed
- Signal plan sheet including feature layout, phase diagram, and detector locations, if these features are impacted in design
- Interconnect Details - Provide any necessary details/notes for interconnected signals. System timings will be included.
- Maintenance of Traffic details will be described in plan notes and will require contractors to follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

Other tasks included in the Final Design phase of work include:

- Prepare FAA Form 7460-1 for Airway/Highway Clearance.
- Update Systems Engineering Analysis for ITS projects
- Preparation of Bid Book
- Final Construction Cost Estimate

Project Management

- General Oversight – LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments. Project management processes will include initiating, planning, monitoring, controlling, and closing out the scope of work. This task also includes budgeting, billing, coordination and communication with Rocky River, and reporting activities throughout the duration of the project.
- LJB’s project manager will be the single point of contact between Rocky River and ODOT and NOACA to assure all communications are properly acted on, tracked and distributed.
- LJB will attend review meetings after each submittal to coordinate review comments and clarify the disposition.

Bidding Phase Services

- Respond to questions raised by bidders and assist City with issuing Addenda, including preparation of any revisions to Construction Documents
- Review Contractor Bids and make recommendation for award

ASSUMPTIONS

In preparing this scope of services, LJB has made the following assumptions:

- LJB intends to accomplish this design without a formal Stage 1 submittal as no horizontal or vertical alignment work is proposed. LJB aims to provide a Preliminary Layout in lieu of Stage 1 that will identify construction limits and utility impacts, and locate all proposed features. Construction plans will be provided at the Final Design submittal.
- LJB believes that a minimum of one-lane of traffic in each direction will be maintained at all times during construction. Maintenance of traffic will be accomplished via notes, a description of the sequence of construction, and reference to the applicable ODOT standard construction drawings.
- The construction of this project is expected to be sold by the City of Rocky River. The Construction Documents will therefore include information necessary for Rocky River to bid the project. LJB will prepare front end bid documents and ODOT LPA provisions if required.

PROJECT SCHEDULE

LJB anticipates the following schedule:

Activity	Time to Complete Activity	Milestone Date
Scope Meeting with ODOT, NOACA, Cities & LJB	--	10/1/2018
Scope discussions with Cities begin		10/15/2018
LJB submit initial Scope & Cost Proposal		11/5/2018
Rocky River submit Proposal to City Council		12/17/2018
Rocky River City Council Approve Design Contract	42	1/28/2019
Authorization to Proceed	7	2/4/2019
Preliminary Layout submitted to City	60	4/5/2019
Stage 1 Submitted for Review	30	5/5/2019
Stage 1 Review by City, ODOT & NOACA complete	30	6/4/2019
Environmental Document Approved	Complete	7/25/18
Stage 2/3 Submitted for Review	60	8/3/2019
Stage 2/3 Review by ODOT & NOACA complete	30	9/2/2019
Final Tracings	30	10/2/2019
R/W and Utility Clearance by District	TBD	TBD
Environmental Clearance	TBD	TBD
Plan Package to C.O. (File Date)	14	10/16/2019
Sale Date (Bid Opening Date)	45	11/30/2019
Award Date	14	12/14/2019
Estimated Begin Construction	7	12/21/2019
Estimated End Construction	300	10/16/2020

EXCLUSIONS

LJB has excluded the following items from our scope of services; however, these services can be provided under a separate fee agreement or as Additional Services if requested:

- Right of way plan development
- Right of way acquisition services
- Preparation of permit applications and/or related fees
- Construction Phase Services

TOTAL FEE (Design Phase Services)

LJB proposes to provide the above-referenced services for a Lump Sum fee of **\$68,000**.

OPTIONAL ADDITIONAL SERVICES
Construction Phase Services

- Attend bi-weekly Progress Meetings to answer any design-related questions
- Respond to Contractor Requests for Information
- Provide periodic on-site visits to monitor work progress and general compliance with construction documents

OPTIONAL ADDITIONAL SERVICES FEE (Construction Phase Services)

LJB proposes to provide the Construction Phase Services, as defined above, for a Lump Sum fee of **\$17,700**.

The attached "Design Hours Estimate" identifies our anticipated hours of labor to accomplish each task as we understand it. LJB is open to discuss any element of work with the City of Rocky River, should it appear that we misunderstood an element of the scope of work.

Thank you for the opportunity to submit this proposal. Please feel free to contact me with any questions you may have and to authorize this work at 216-586-3752 or DAIbrecht@LJBinc.com.

Sincerely,

LJB Inc.


Dennis C. Albrecht, Jr., P.E.
Project Manager and Regional Office Manager


Ralph E. Norman, P.E., P.S.
Transportation Practice Leader

Attachments: -- Design Hours Estimate
- Survey Limits graphic

DESIGN HOURS ESTIMATE
Center Ridge Complete Streets - Rocky River, OH

STAFF:	Principal	Project Manager	Lead Traffic Engineer	Senior Traffic Engineer	Traffic Engineer	Roadway Engineer	EDG	Survey	Task Sub-Total
Task 1 - Preliminary Engineering & Environmental Clearance									
Topographic Survey and Right of Way	0	0	0	0	0	0	0	114	
Transit Waiting Environment Improvements	0	4	0	0	0	12	0	0	
Public Involvement	0	4	8	0	0	0	0	0	
Crash Analysis and Channelization Design	0	0	0	4	8	0	0	0	
Traffic Counts & Signal Warrant Analyses	0	0	0	4	12	12	0	0	
Traffic and Pedestrian Signal Coordination	0	0	0	4	0	2	0	0	
Alternate Bid Request submittal, if needed	0	0	0	2	0	2	0	0	
Pavement Markings and Signage	0	0	0	8	0	2	0	0	
Update Signing Plan	0	0	0	4	0	2	0	0	
Northview/Linden Intersection Improvements	0	0	0	2	8	4	0	0	
Preliminary Layout	0	0	0	8	0	8	0	0	
Construction Cost Estimate	0	0	0	2	8	4	0	0	
Perform Airway/Highway Clearance Analysis	0	0	0	4	0	0	0	0	
TOTAL HOURS	0	8	8	42	36	48	0	114	256
Subtotal - Task 1 - Preliminary Engineering & Environmental Clearance Cost: \$56,500									

Task 2 - Final Design, Construction Plans & Specs									
Plan development	0	0	2	12	28	14	0	0	
Bid book preparation	0	2	0	0	0	8	0	0	
Interconnect Details	0	0	2	12	20	0	0	0	
MOT Plans	0	0	0	0	0	12	0	0	
Prepare FAA Form 7460-1 for Arwy Clearance	0	0	0	2	0	0	0	0	
Update SAE for ITS projects	0	0	2	4	6	0	0	0	
Final Construction Estimate	0	0	0	2	4	2	0	0	
TOTAL HOURS	0	2	6	32	58	36	0	0	134
Subtotal - Task 2 - Final Design, Construction Plans & Specs Cost: \$16,100									

Task 3 - Project Management									
General Oversight and Coordination	0	8	0	0	0	32	0	0	
Monthly Reports	0	2	0	0	0	6	0	0	
Design-phase meeting coord. & attendance	0	16	16	0	0	0	0	0	
TOTAL HOURS	0	26	16	0	0	38	0	0	80
Subtotal - Task 3 - Project Management Cost: \$15,800									

Task 4 - Bidding Phase Services									
Coord plan and specs reproduction	0	0	0	0	0	2	0	0	
Attend pre-bid meeting	0	0	0	0	0	2	0	0	
Respond to bidders questions	0	0	0	0	0	8	0	0	
Issue addenda	0	0	0	0	0	3	0	0	
TOTAL HOURS	0	0	0	0	0	15	0	0	15
Subtotal - Task 4 - Bidding Phase Services Cost: \$2,100									

DESIGN FEE TOTAL: \$88,000

Task 5 - Construction Phase Services (OPTIONAL ADDITIONAL SERVICES)									
Participate in pre-construction meeting	0	3	3	0	0	0	0	0	
Participate in Bi-weekly Progress Meetings	0	6	3	0	0	40	0	0	
RFI response	0	3	0	0	0	20	0	0	
Periodic site visits	0	0	0	0	0	28	0	0	
Project closeout & punchlist	0	1	12	0	0	4	0	0	
TOTAL HOURS	0	13	18	0	0	92	0	0	123
Subtotal - Task 5 - Construction Phase Services (OPTIONAL ADDITIONAL SERVICES) Cost: \$17,700									

