

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

This Agreement is made and entered into this _____ day of _____, 2021, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Parma (City) acting pursuant to Ordinance/~~Resolution~~ No. 59-21, adopted on _____, 2021 (Exhibit "B").

Recitals

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

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

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

WHEREAS, the District supports the Stormwater Improvements at Ridge Road and Pleasant Valley project (the "Project") as a Community Cost-Share project proposed by the City; and

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

Article 1.0 **City Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application (Exhibit "C").
 - 1.1.2 Meet with District staff when requested to review the Project status.
 - 1.1.3 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.



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

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.

- 1.1.9 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

- 2.1 The District agrees to perform as follows:

- 2.1.2. Allocate \$43,249.00 to the City for the Project from the City's Community Cost-Share Account.
- 2.1.3. Retain funds from the City's Community Cost-Share Account of up to \$43,249.00 for Project costs related to the District's performance of the Project.
- 2.1.4. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.5. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

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

District Representative	City Representative
Watershed Team Leader	Jack Sparks

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

District Representative	City Representative
Director of Watershed Programs	Jim Mihelich

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the

If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

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

Article 5 **Counterpart Signatures**

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

Article 6 **Governing Law**

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

Article 7 **Disclaimer of Joint Venture**

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

Article 8 **Authority to Execute**

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

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

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

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF PARMA

By: _____

Title: _____

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

CITY OF PARMA

Assistant/Director of Law

This Instrument Prepared By:

Cyrus L. Patton
Associate General Counsel
Northeast Ohio Regional Sewer District

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

[FOR DISTRICT USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA

FOR

COMMUNITY COST-SHARE PROJECT:
STORMWATER IMPROVEMENTS AT RIDGE
ROAD AND PLEASANT VALLEY

Total Approximate Cost: \$79,212.90

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

CHIEF LEGAL OFFICER

Date

BUDGET CENTER 8100

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.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

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

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

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

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

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

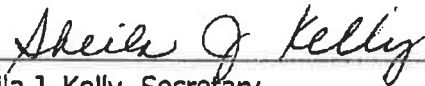
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

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

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

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

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



Sheila J. Kelly, Secretary

Board of Trustees

Northeast Ohio Regional Sewer District

EXHIBIT B

**Will be inserted upon
passage**

L-59-21

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Parma

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

Mailing Address: 6611 Ridge Road
Parma, Ohio 44129

Phone Number: 440-885-8191

Email: bhiggins@cityofparma-oh.gov

Project Information

Project Title: Storm water improvements, Ridge & PV

Address or Location of Project: Southeast corner of the intersection of
Pleasant Valley and Ridge Roads

Project Start Date: 03/08/2021

Project End Date: 05/01/2021

Community Cost-Share Fund Request: \$70,212.90

Submission Date: 03/05/21



Project Narrative

1) Project Summary (1,000 word maximum)

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

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

This project is being proposed to increase storm water detention in the City of Parma in the southwest corner of Ridge and Pleasant Valley Road. Detailed attached plans are being submitted with this application, via e-mail.

A right of entry permit has been obtained from the property owner adjacent and to the south of the work area.



*Community Cost-Share Program
Application*

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

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

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

This project is going to be done by the City of Parma's Service Department's maintenance forces who will also be responsible for the on-going maintenance on an as needed basis.



*Community Cost-Share Program
Application*

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

Public outreach is required if appropriate for your project.

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

The City's Public Information Officer will provide updates to the City and surrounding neighborhoods through the use of Social Media posts as well as the City's quarterly newsletter.



4) Budget Summary (500 words maximum)

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

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

The City will perform this work with its own staff from the Service Department with both rented and owned pieces of equipment as needed. Our cost estimate is shown below:

Description	Quantity	Cost	Extended Price
Outlet Structure & Related Items	Quotation #21-1380R3	\$ 6,160	\$ 6,160.00
60" RCP w/tube and delivery	2-18-2021 Email Quote	\$ 8,544.27	\$ 8,544.27
120 ft of 4" PVC w/elbows and fittings	120' - fittings	\$ 3 per ft	\$ 360.00
66 yards of #57 limestone (44 ton)	\$32.19 per ton delivered		\$ 2,124.54
Excavator Rental	4 weeks	\$ 7,100	\$ 7,100.00
Crane Rental	165 ton crane	8 hr min	\$ 4,060.00
1 Machine operator	22 days @ 8hr per day	\$ 227.97 per hour	\$ 4,922.72
1 Truck drivers	22 days @ 8hr per day	\$ 26.31 per hour	\$ 4,630.56
4 Laborers	22 days @ 8hr per day	\$ 25.63 per hour(x4)	\$18,043.52
Channel Rock/ Rip Rap	44 ton	\$ 80.32 per ton delivered	\$ 3,534.08
Topsoil, seeding and stabilization	45 yards	\$35 per yard delivered	\$ 1,575.00
SUBTOTAL			\$ 61,054.69
Utility Contingency	15% of budget		\$ 9,158.21
ESTIMATED PROJECT TOTAL			\$ 70,212.90



*Community Cost-Share Program
Application*

Vendor Registration

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

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>	27596.80	City of Parma Service Personnel
Subcontract		
Equipment	11160.00	Equipment to be rented
Materials	22297.89	Estimated material cost
Other	9158.21	Utility/Contingency Allowance
TOTAL	\$ 70,212.90	Total Estimate Requested

City Outlet Structure Budget 3-05-2021

5

Description	Quantity	Cost	Extended Price
Outlet Structure & Related Items	Quotation #21-1380R3	\$ 6,160	\$ 6,160.00
60" RCP w/lube and delivery	2-18-2021 Email Quote	\$ 8,544.27	\$ 8,544.27
120 ft of 4" PVC w/elbows and fittings	120' + fittings	\$ 3 per ft	\$ 360.00
66 yards of #57 limestone (44 ton)	\$32.19 per ton delivered		\$ 2,124.54
Excavator Rental	4 weeks	\$ 7,100	\$ 7,100.00
Crane Rental	165 ton crane	8 hr min	\$ 4,060.00
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SUBTOTAL			\$ 61,054.69
Utility Contingency	15% of budget		\$ 9,158.21
ESTIMATED PROJECT TOTAL			\$ 70,212.90

NCI

Norwalk Concrete Industries

80 Commerce Drive
Norwalk, Ohio 44857
800.733.3624
www.nciprecast.com

405-405-61011-00000
Vendor # 101401
Quotation # 21-1380R3

Company: City of Parma Engineering Dept.
ATTN: Tony Vannello
PHONE: (440)888-6110
Email: tvannello@cityofparma-oh.gov

DATE: 2/4/2021
BID DATE: 1/28/2021
JOB NAME: STORMWATER PROJECT 1

LOCATION: PARMA
COUNTY: CUYAHOGA
OWNER: CITY OF PARMA

QTY.	REF.#	DESCRIPTION	UNIT PRICE
1		<u>AA-S189 Endwall - 60" RCP</u>	\$1323/ea.
1		<u>6'x8' ID Rectangular Catch Basin</u> 6' x 8' ID Rectangular Catch Basin and Top • 6" Walls, Floor, 8" Top • Top Slab to have Sill for EJ 5110 M2 Grate (2'x2' Clear) • Structure Joint will likely split the hole for 60" ID Pipe and the 48"Ø Hole. • Trash Rack / Cage and Wall Extension, if required, are NOT included. • Includes 12" H x 60" W rectangular Window opening. • Rim to Outside Bottom distance is 9'-0". • Includes ConSeal CS-102 1" Wide Butyl Resin Joint Sealant to seal joint.	\$4839/ea.
1		EJ 5110 M2 Grate	\$198/ea.

Delivered and Offloaded at Jobsite

Coatings, unless specifically stated above, are not included.

56,160
[Signature]

NCI is designated as a qualified HUBZone small business concern (SBC).

PRICING VALID FOR 30 DAYS BEYOND BID DATE. PRICES ARE BASED ON QUANTITIES QUOTED. WE RESERVE THE RIGHT TO ADJUST PRICING SHOULD ORDER QUANTITIES DIFFER FROM THOSE QUOTED.

We Propose hereby to furnish material and labor—complete in accordance with the above specification. Pricing indicated is per our terms and conditions. Changes to terms, conditions, or insurance requirements will result in changes to our quoted price. All prices are quoted/bid as cash prices only. If management agrees to accept credit cards for any purchase there will be a 3% charge added to the total of the purchase. Payment to be made as follows: NET 30 DAYS. NO TAXES INCLUDED.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance. Our quote includes NCI standard product designs. For structure specific design and P.E. stamps an additional charge will be required.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature

Brian Bamard bbamard@nciprecast.com

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

[Signature]

Date:

2-16-21

FROM: Brian G. Higgins, Service Director

TO: THE BOARD OF CONTROL

Informal bids were received for Endwall and Rectangular Catch Basin Repairs on City of Parma Property behind Busch Funeral Home for the following vendor:

Vendor: Norwalk Concrete Industries (NCI)
80 Commerce Drive
Norwalk, OH 44857

Amount \$6,160.00
Account No.: 405-405-61014-00000

Vendor: Norwalk Concrete Industries (NCI)
Vendor No.: 101401


Amount \$6,160.00

After due consideration, I determine that the informal bid of Norwalk Concrete Industries (NCI) in the amount of \$6,160.00 is the best informal bid and request approval of the Board of Control and authority to enter into a contract.



Safety/Service Director

The Board of Control met on 16th day of February, 2021 relative to the informal bids and approved the bid of Norwalk Concrete Industries (NCI) in the amount of \$6,160.00 as the best informal bid and authorized the Safety/Service Director to enter into a contract with such Bidder.



Board of Control Member



Chairman



Board of Control Member

Tony Vannello

From: Brian Harman <bharman@ncp-inc.com>
Sent: Thursday, February 18, 2021 11:02 AM
To: Tony Vannello
Subject: Re: City of Parma Stormwater project

Good Morning Tony,

I would be happy to price both options for your project Tony.

Please see the picked up pricing (FOB our Sylvania, Ohio yard) below and let me know if you have any questions. Delivery charges are shown separately.

Note that we are able to deliver the pipe to the site, however, it would need to be offloaded by others as we do not have offloading capabilities for this size of pipe.

60" Pipe Info:

- 8.2 LF Lay Length Each
- Approximately 11,000 lbs. each

Option 1:

60" Class III ~ 24.6 LF (3 pipe) = \$166.10/LF
Lube ~ 1 Pail = \$55.00/Pail
Delivery Charge ~ 1 EA = \$750.00/Load

Option 2:

60" Class III ~ 41.0 LF (5 pipe) = \$170.47/LF
Lube ~ 1 Pail = \$55.00/Pail
Delivery Charge ~ 2 EA = \$750.00/Load

41' x \$170.47/LF = \$6,989.27

1 PAIL LUBE = 55.00

2 DELIVERY CHARGE = 1,500.00

\$8,544.27

Thanks,

Brian

On Thu, Feb 18, 2021 at 9:44 AM Tony Vannello <tvannello@cityofparma-oh.gov> wrote:

Hi Brian,

Brian Barnard from Norwalk Concrete recommended I contact you for the 60" RCP we need for our planned stormwater project. We are looking for 24 ft of 60" RCP to be purchased, delivered and off loaded to 7475 Ridge Road, Parma, OH.

As an alternative option, we may consider purchasing 40 ft of the 60" RCP for this project, so please provide us with that option pricing.

Please let me know if there are any questions.

Thank you,

Anthony Vannello

Party Chief

City of Parma Engineering Department

6611 Ridge Road

Parma OH 44129

440-885-8110 Office

440-885-8118 fax

tvannello@cityofparma-oh.gov

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Brian Harman
Northern Concrete Pipe
3756 Centennial Rd.
Sylvania, Ohio 43560
Office: 419-841-3361
Fax: 419-841-3321
Cell: 419-283-9388
"Concrete Solutions Since 1958"
Please visit our website: www.ncp-inc.com



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Tony Vannello

From: Maria heinz <maria.heinz@kurtz-bros.com>
Sent: Thursday, February 25, 2021 8:42 AM
To: Tony Vannello
Subject: stone cuote

Good morning Tony,
Here is the quote that we talked about yesterday.

57 Limestone (1/2"-1") would be \$26.00 per ton plus \$136.00 for delivery. Our Semi trucks can hold up to 22 tons per trip.

The rip rap stones are 18"-30" in size and would be \$74.00 per ton and \$139.00 for delivery.

Also, this is last year's pricing. We should have the new pricing for 2021 withing the next few weeks. I would anticipate the product going up a little and once I have those number's I will let you know.

If you have any other questions please let me know.

Have a great day,

Maria



"A Family of Innovation since 1948"

Maria heinz

Customer Service Representative

Kurtz Bros., Inc. | We Make the Good Earth Better!

6415 Granger Road | Independence, 44131

o: 216-986-7000

e: maria.heinz@kurtz-bros.com w: www.kurtz-bros.com

stay connected:



#57 LIMESTONE

$$\$26 \text{ PER TON} \times 22 \text{ TONS} = \$572$$

$$\$572 + \$136 \text{ DEL.} = \$708 \text{ PER LOAD}$$

$$\text{OR } \$708 \div 22 \text{ TONS} = \text{\$32.19 PER TON DELIVERED}$$

RIP RAP STONE

$$\$74 \text{ PER TON} \times 22 \text{ TONS} = \$1,628$$

$$\$1,628 + \$139 \text{ DELIVERY} = \$1,767 \text{ PER LOAD}$$

$$\text{OR } = \$1,767 \div 22 \text{ TONS} = \text{\$80.32 PER TON DELIVERED}$$

Cat Class: 064-0500

50-59K Hydraulic Excavator

- Maximum digging depths of up to 25 feet
- Peak reach of 33 feet
- Maximum lift capacity of 55,736 lbs.
- Wide selection of general-purpose buckets available

Online Rate:

1 Day: \$800 USD 1 Week: \$2,350 USD 4 Weeks: \$7,100 USD

The displayed rates do not include the taxes or optional charges that may be selected later in the checkout process.

+ ADD

CREDIT APPLICATION

GENERAL CRANE RENTAL, LLC

9680 North Freeway Drive - Macedonia, Ohio 44056

p. 330.908.0001 f. 330-908-0055

www.generalcranerental.com

Attention: Tony Vannello

Customer: City Of Parma

Address:

Date: 3/5/2021

Rental #:

Customer #:

PO#:

Status: Quote, Good for 30 Days

Phone/Fax: 216-527-4598

Sales Rep: Steve Rachkofski

Effective November 8th 2010 New OSHA Standards will go into effect requiring qualified signalpersons and qualified riggers on construction projects when working with cranes. Contact your salesman for more information.

Project Name	Project Address	Radius	Weight
Precast	Pleasant Valley Rd, Parma, Oh	115'	14000#

Quantity	Equipment/Service	Additional Information	Rate	Price	F/S
8.0	165 Ton Crane	Hourly Rate -- Straight Time (8 Hour Minimum)	\$185.00	\$1,480.00	Y
8.0	Crew S/T	Hourly Rate -- Straight Time (8 Hour Minimum)	\$160.00	\$1,280.00	Y
0.0	Crew O/T	Hourly Rate -- Over Time (After 8 Hours & Saturday)	\$220.00	\$0.00	
0.0	Crew D/T	Hourly Rate-- (Sunday & Holiday)	\$280.00	\$0.00	
1.0	Counterweights	Round Trip Freight	\$1,000.00	\$1,000.00	Y
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	N
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0			\$0.00	\$0.00	
0.0	Permit	LOCAL COUNTY ISSUED (if Required)	\$100.00	\$0.00	
1.0	Permit	ODOT ISSUED	\$400.00	\$300.00	N

SUBTOTAL \$4,060.00

6% FUEL SURCHARGE \$0.00

TOTAL \$4,060.00

Crane And Crew Billed Port To Port

If you have any questions please feel free to contact us.

Sincerely,

Steve Rachkofski

Dispatch

Email: steve@generalcranerental.com

Initial _____

Customer Responsibilities and Obligations

This Quote is based upon information (including weight, radius, and jobsite conditions) supplied by Customer and is made subject to equipment availability and credit approval.

Payment terms for new customers are NET 10 with a credit application and a credit card and on file to hold. If payment not recieved within the terms discussed, credit card will be used for payment and 5% surcharge will be added.

Payment terms for existing customers are NET 30.

All credit card transactions subject to a 5% surcharge

No retainage is permitted.

Customer is required to execute our standard form of Equipment Rental Agreement containing additional terms and conditions, a copy of which is available upon request.

If this quote is for a bare rental, the rental rates exclude all applicable taxes, maintenance, fuel and insurance, which are Customer 's responsibilities.

Customer is responsible for providing rigging and qualified signal person(s) and rigger(s), and if this quote is for a bare rental, for providing a competent and qualified equipment operator or operating crew, all in accordance with a applicable OSHA regulations.

Customer is required to observe minimum clearances and follow safety procedures with respect to use of the equipment near or around power lines in accordance with OSHA.

Customer is responsible for ensuring that we have sufficient access to and from the jobsite and an adequate area for delivery, pick-up, assembly and disassembly (as applicable).

Customer is required to inspect and prepare jobsite conditions in accordance with OSHA regulations, and provide firm, level and stable area(s) upon which the equipment and any assist crane will be assembled/disassembled (if applicable) and operated to support equipment and load weight. Customer is required to determine and disclose to us the existence of any buried utility lines, tunnels, bridges, vaults, or any other underground or hidden conditions on the jobsite.

We are not responsible for damage to the site resulting from delivery/pick-up, assembly/disassembly, or operation of equipment, including but not limited to damage to pavement, sidewalks, landscaping, ground conditions, and underground structures.

Customer is responsible for any required crowd and/or traffic control measures, street permits, barricades, re-roting of traffic, flagmen, utilities control, lightning protection, compliance with FAA laws and regulations, including any boom flagging, lighting, and/or notice requirements, and for procuring at its own expense all necessary permits and clearances required in connection with the foregoing.

Customer is required to arrange and pay the cost of any special inspections or certifications with respect to the equipment, and any required training, orientation, and/or testing of our employees, required for the jobsite.

It is Customer's responsibility to provide an onsite foreman/supervisor to supervise and control any and all Customer-provided laborers (including but not limited to an assist crane crew, operating crew, rigger, signal person, and labor to assist with assembly/disassembly). Such personnel are not borrowed servants or otherwise under our supervision or control.

Customer is required to notify us before the rental begins if we are required to submit certified payroll forms and/or if the project requires OCIP/CCIP participation.

We are not responsible for any delays caused by events or circumstances beyond our control, including but not limited to acts of God, weather conditions, strikes/lockouts, unsuitable site conditions, or any delay caused by others at the jobsite. In the event our work is delayed or suspended through no fault of our own, Customer will be responsible for equipment rent and additional labor expenses.

If Customer fails to provide sufficient notice of cancellation or re-scheduling, Customer will be charged for all expenses we have incurred, including but not limited to charges for the freight, fuel, mobilization, equipment rent, permits, and the operating crew (if applicable).

For crawler crane rentals, Customer must provide 5 days prior notice of the date that the equipment will be available for disassembly and removal from the project site. Failure to provide this required advance notice may delay the off-rent date, disassembly, and/or removal of the equipment.

Terms - Quotes are subject to availability of equipment and are valid for 30 days. Cancellations of cranes 70 ton and above must be made 24 hours in advance to avoid minimum charges. Cancellations of cranes below 70 ton must be made by 5:00 pm (EST) to avoid minimum charges. All weekend rentals must be cancelled by 5:00 pm (EST) Friday. Unless stated otherwise in the body of the quotation, our standard equipment lease terms and conditions will apply. Payment is due from date of invoice without offset or counterclaim. General Crane Rental, LLC shall invoice weekly or upon completion of rental, whichever is sooner. Notification of any invoice discrepancy must be made in writing within 10 days of invoice date or customer thereby expressly accepts said charges as being fair and just and shall be deemed to have waived any and all objections to the invoice. All invoices shall be paid in accordance with the terms of our standard rental agreement unless otherwise approved by an officer of General Crane Rental, LLC in writing. Late payment is subject to a service charge of 2% of the unpaid balance computed monthly (24% annually). in the event of default, customer agrees to also pay all collection charges and attorney fees.

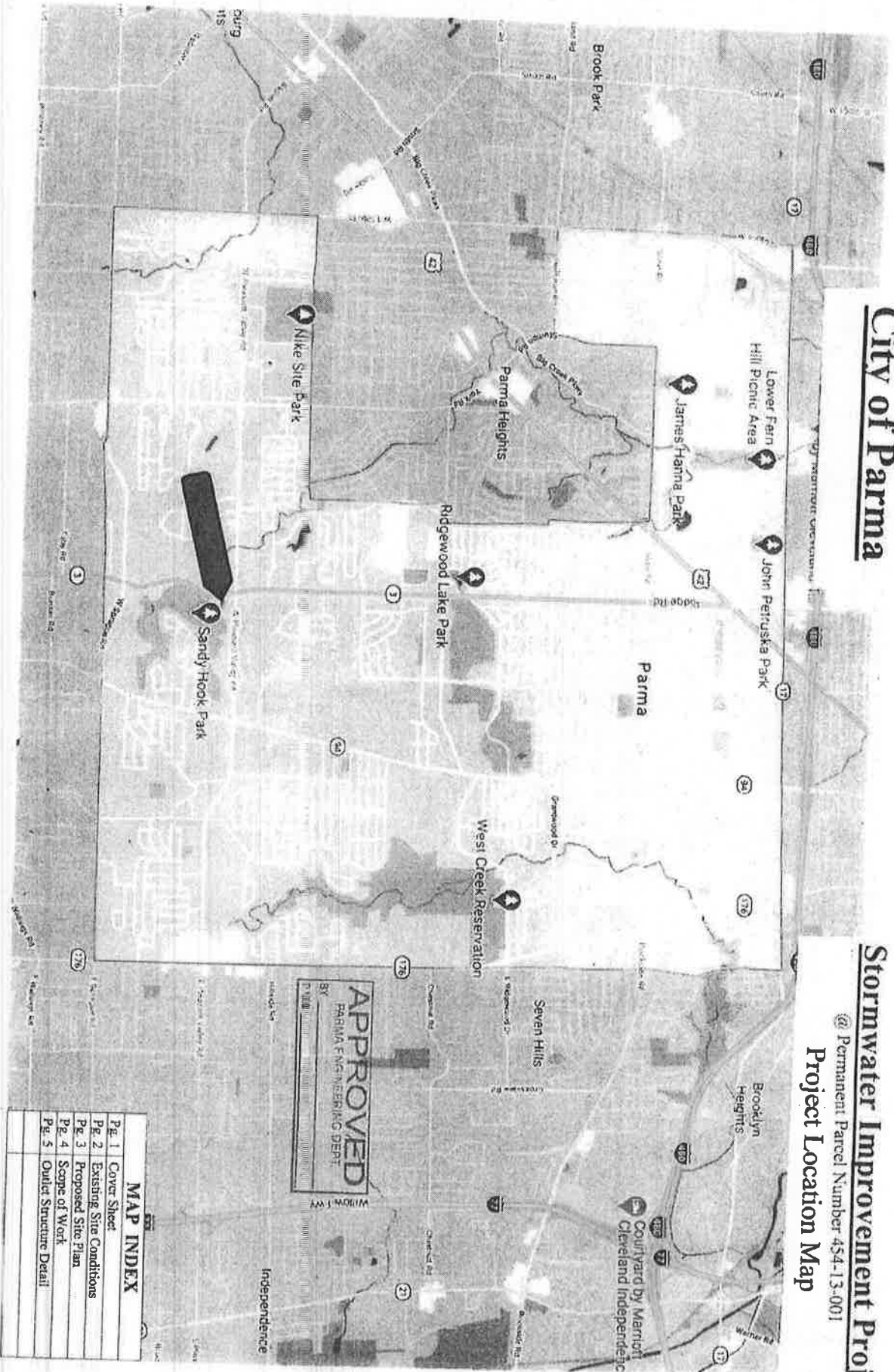
I accept the terms of this quotation:

Signed: _____ **Name:** _____ **Title:** _____ **Date:** _____

Initial page 1 and sign page 2. Email or fax to General Crane Rental, LLC

City of Parma

Stormwater Improvement Project @ Permanent Parcel Number 454-13-001 Project Location Map



APPROVED
 BY PARMA ENGINEERING DEPT.
 DATE: 11/15/2011

MAP INDEX

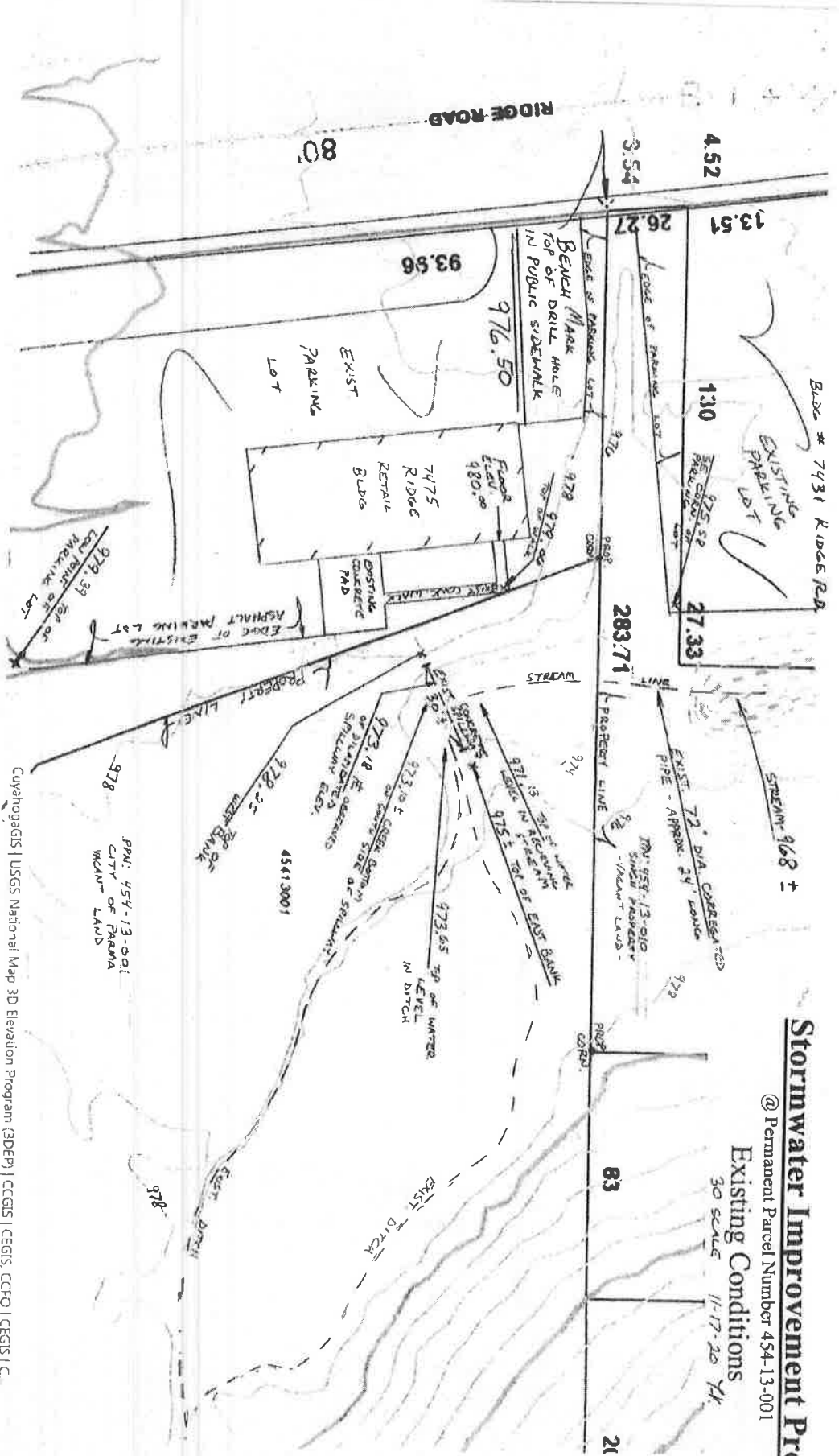
Page 1	Cover Sheet
Page 2	Existing Site Conditions
Page 3	Proposed Site Plan
Page 4	Scope of Work
Page 5	Outlet Structure Detail

Stormwater Improvement Project

@ Permanent Parcel Number 454-13-001

Existing Conditions

30 SCALE 11-17-20 YK



30 SCALE



1"=40'

1 of 1

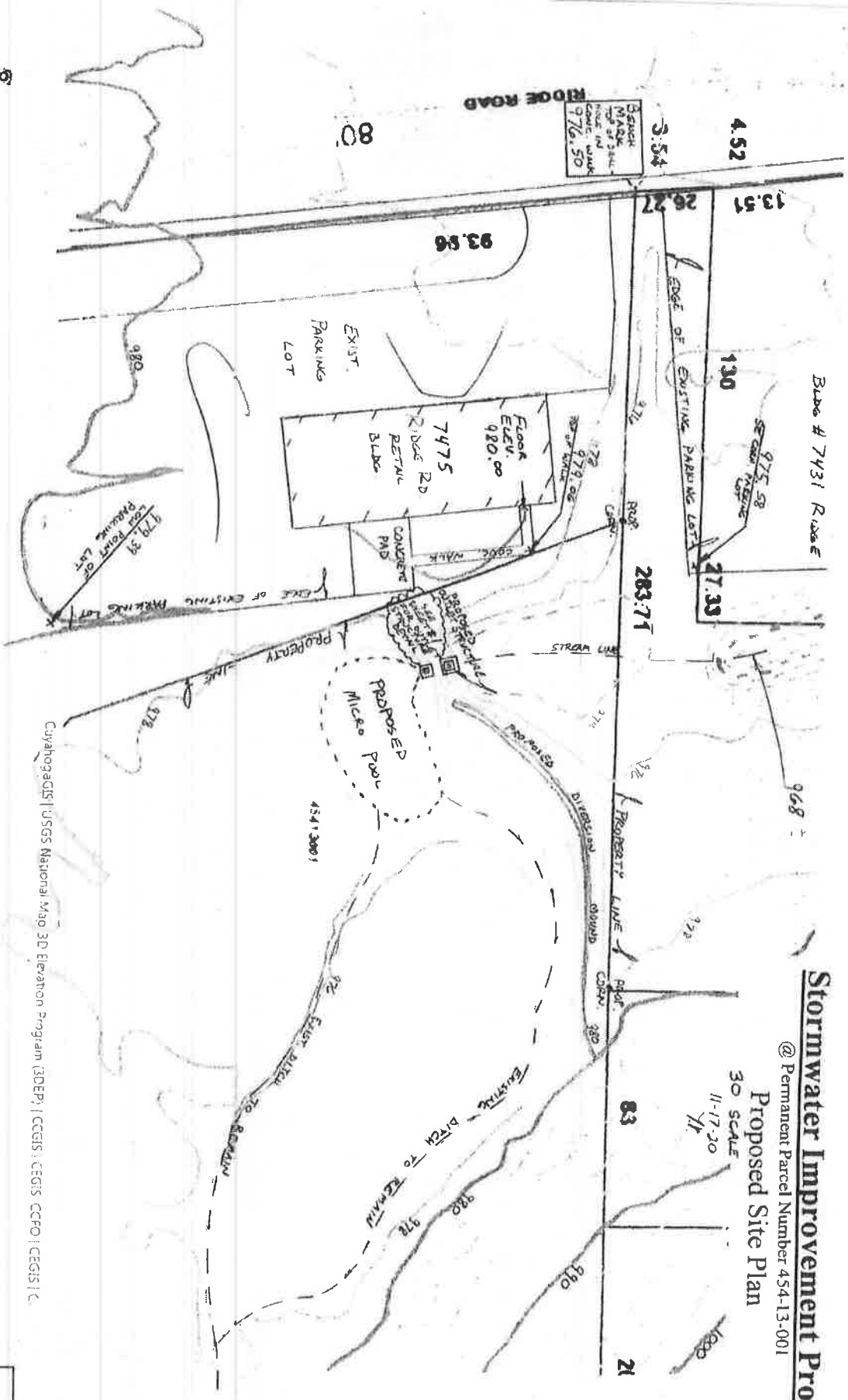
2

CyathogGIS | USGS National Map 3D Elevation Program (3DEP) | CCGIS | CEGIS, CCRP | CEGIS | C.

Stormwater Improvement Project

@ Permanent Parcel Number 454-13-001

Proposed Site Plan
30 SCALE
11-17-20
YI

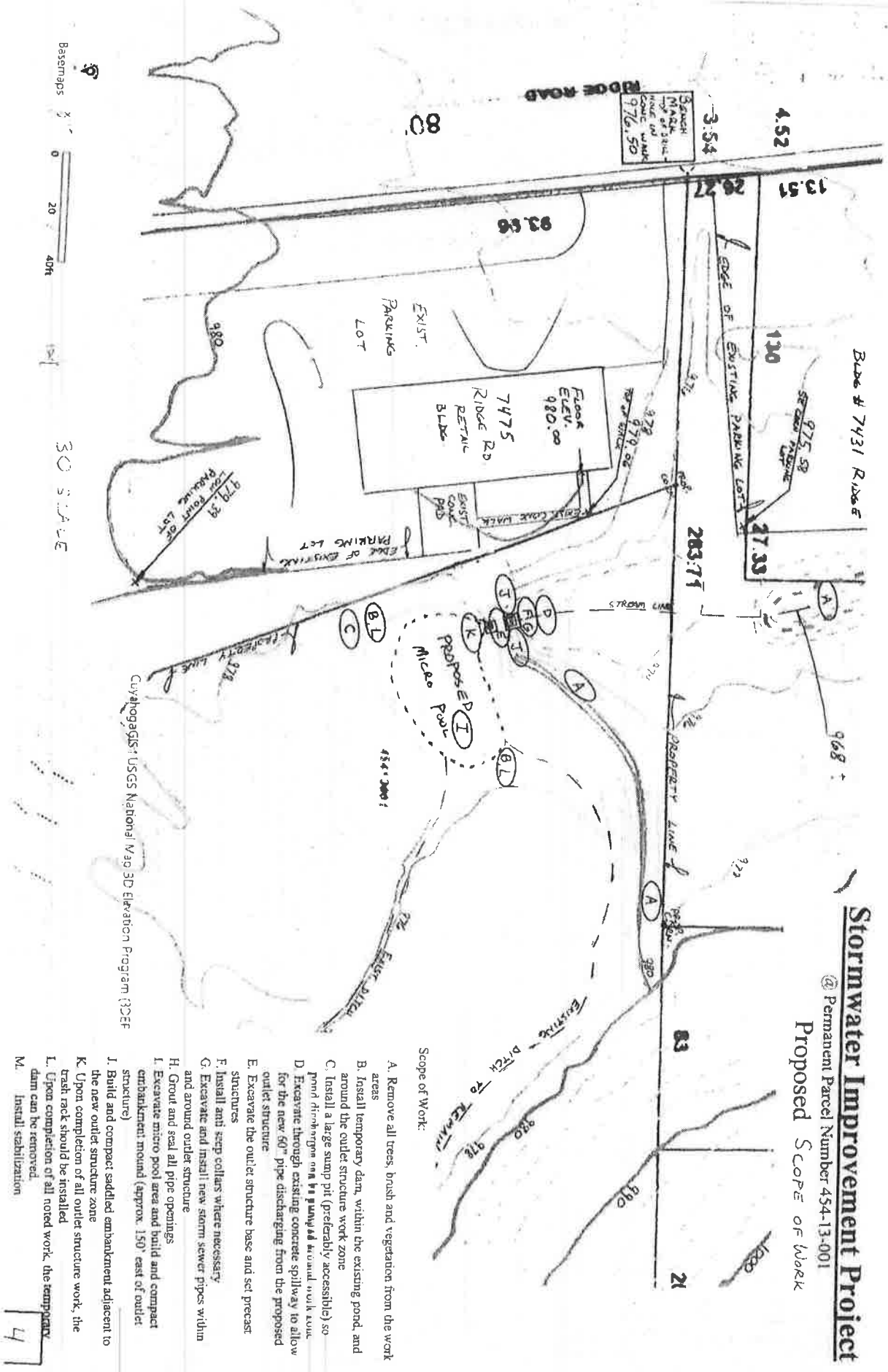


30 SCALE

Cuyahoga DIST | USGS National Map 3D Elevation Program (3DEP) | CCGIS | CEGIS CCFQ | CEGIS I.C

Stormwater Improvement Project

Permanent Parcel Number 454-13-001
 Proposed SCOPE OF WORK



Scope of Work:

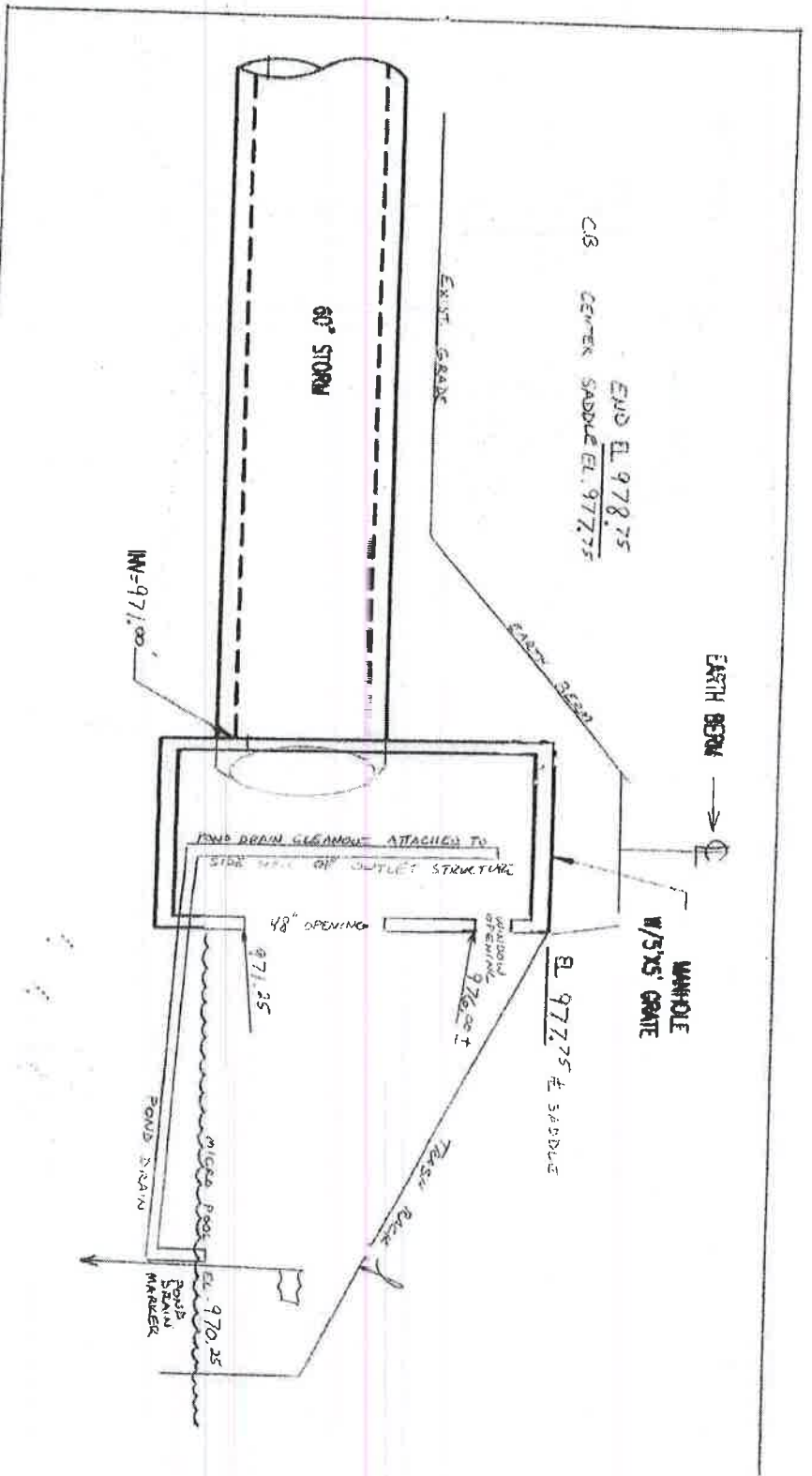
- A. Remove all trees, brush and vegetation from the work areas
- B. Install temporary dam, within the existing pond, and around the outlet structure work zone
- C. Install a large sump pit (preferably accessible) so pond dewatering can be pumped around work zone
- D. Excavate through existing concrete spillway to allow for the new 60" pipe discharging from the proposed outlet structure
- E. Excavate the outlet structure base and set precast structures
- F. Install anti seep collars where necessary
- G. Excavate and install new storm sewer pipes within and around outlet structure
- H. Grout and seal all pipe openings
- I. Excavate micro pond area and build and compact embankment mound (approx. 150' east of outlet structure)
- J. Build and compact saddle embankment adjacent to the new outlet structure zone
- K. Upon completion of all outlet structure work, the trash rack should be installed
- L. Upon completion of all noted work, the temporary dam can be removed.
- M. Install stabilization

Stormwater Improvement Project

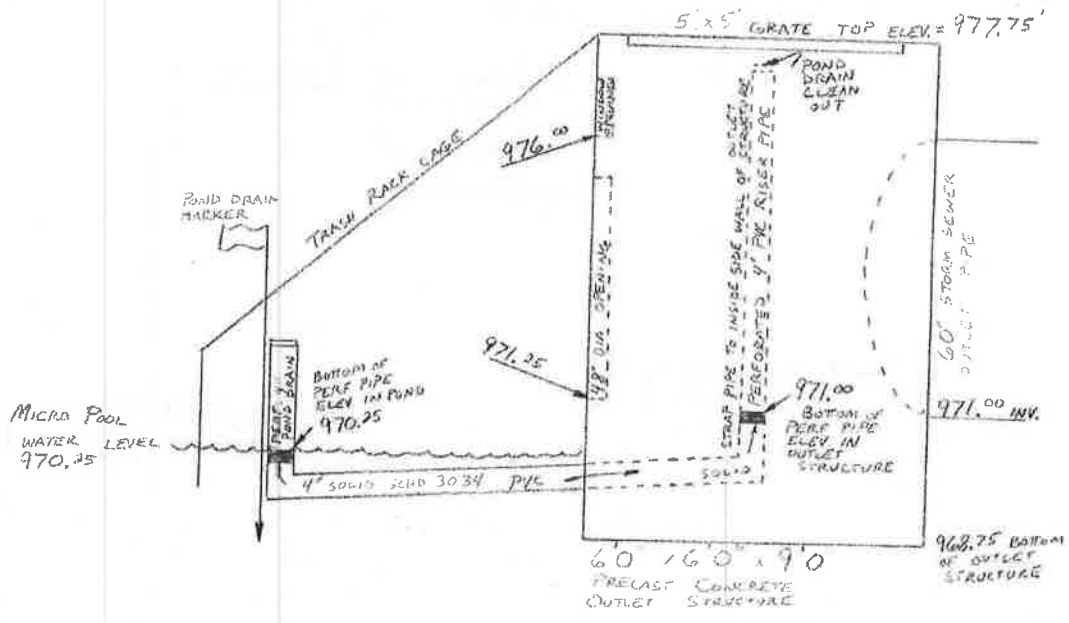
@ Permanent Parcel Number 454-13-001

Detail Sheet # /

REV. 1-6-21

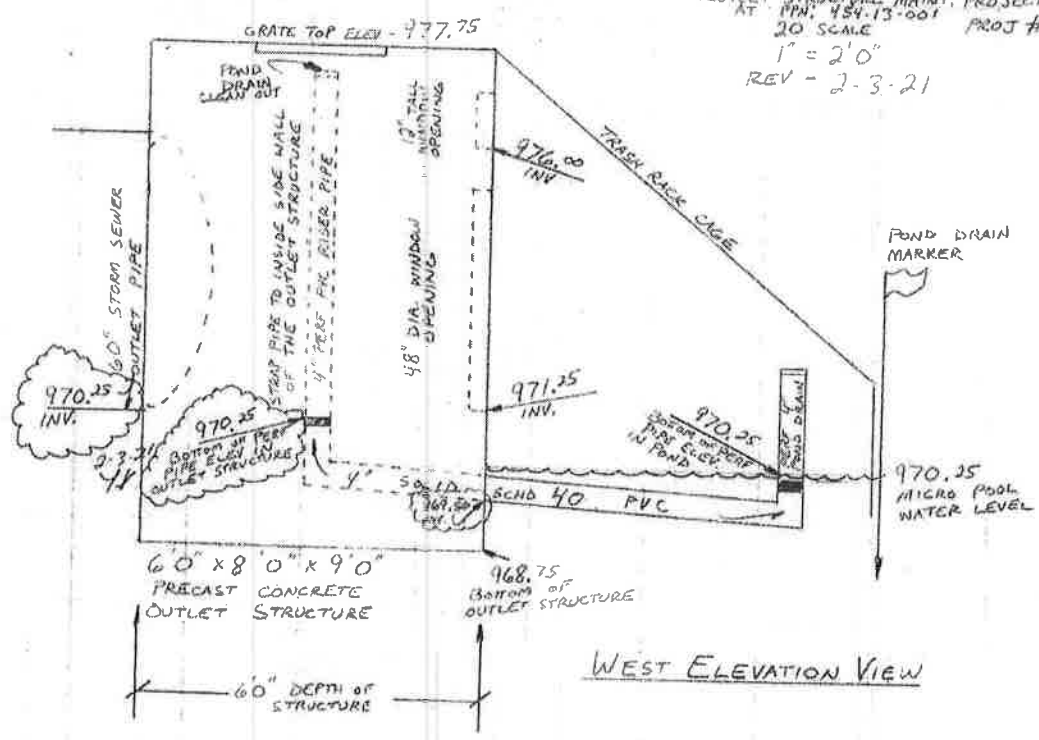


PROPOSED OUTLET STRUCTURE MAINTENANCE PROJECT
 ON PPN: 454-13-001
 20 SCALE
 1" = 2'0"



EAST ELEVATION VIEW

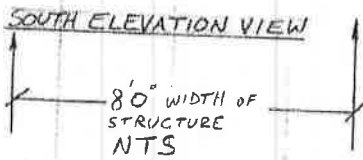
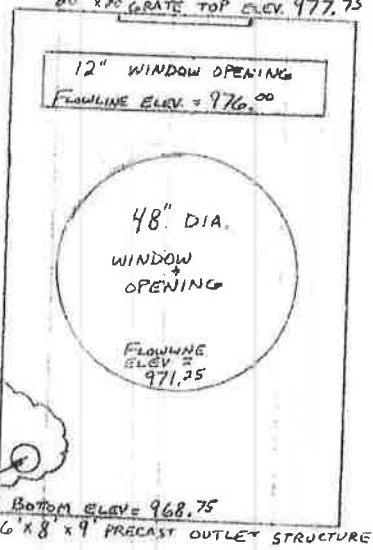
OUTLET STRUCTURE MAINT. PROJECT
 AT PPN: 454-13-001 PROJ # 66
 20 SCALE
 1" = 2'0"
 REV - 2-3-21



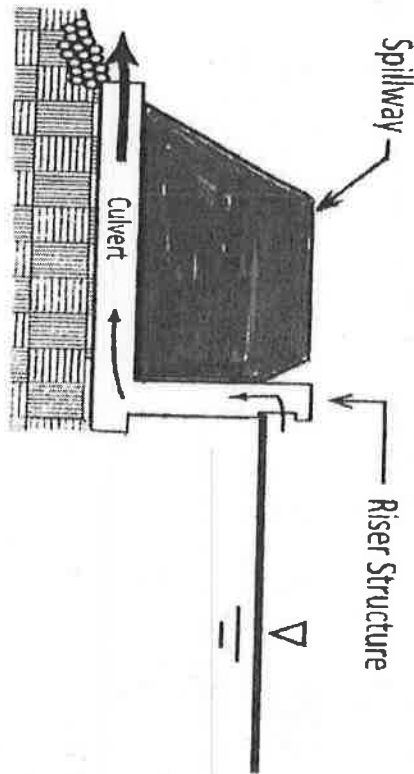
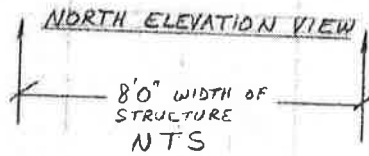
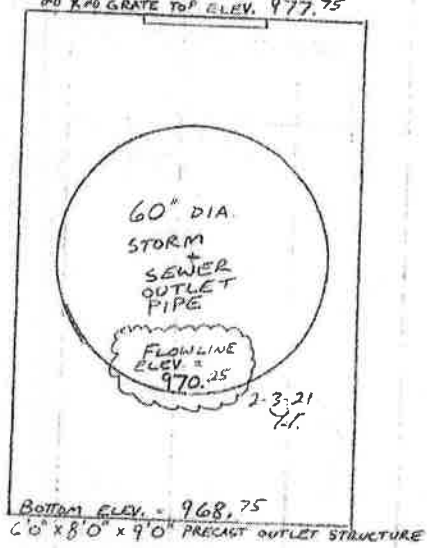
WEST ELEVATION VIEW

PROPOSED OUTLET STRUCTURE MAINTENANCE PROJECT
 ON CITY OWNED FPN: 454-13-001
 20 SCALE OR 1" = 20'
 REV - 2-3-21
 PROJ# 66

EJ 5110 M2
 28" x 28" GRATE TOP ELEV. 977.75



EJ 5110 M2
 28" x 28" GRATE TOP ELEV. 977.75





CUYAHOGA COUNTY, Ohio

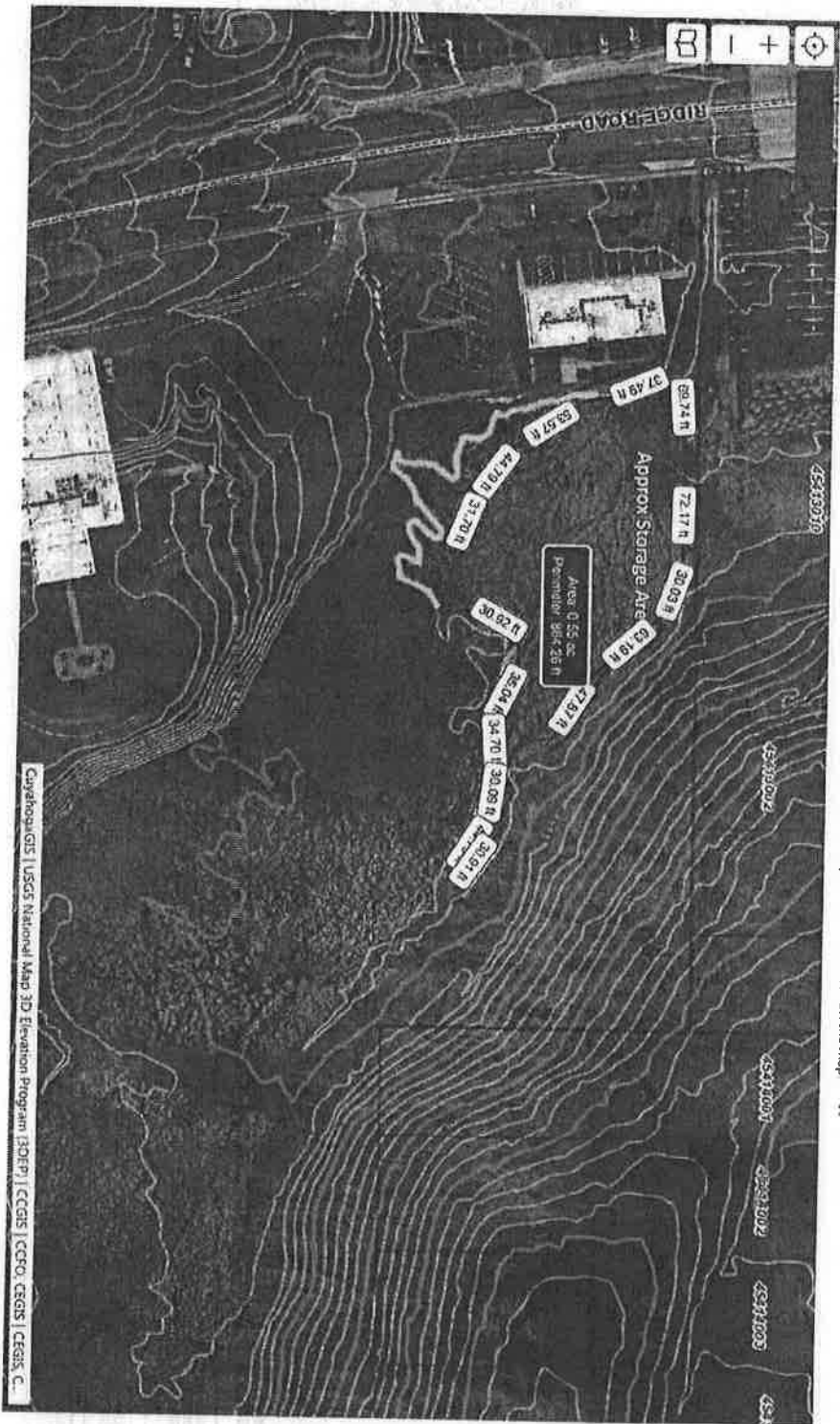
Web Mapping Application

Search by address, Owner last name, or Parcel number



<https://gis.cuyahogacounty.us/HtmlViewer/Viewer.aspx>

Click a location where you want to add text on the map. X



Cuyahogacounty | USGS National Map 3D Elevation Program (3DEP) | CCGIS | CCRFO | CEGIS | CEGIS, C.

Aerials

2093

2013 Feet

2013 Feet

0 30 60ft

15m

[Help Guide](#)



Tools

STORMWATER MAINTENANCE PROJECT ON PPN: 454-13-001
RIGHT OF ENTRY / EASEMENT AGREEMENT ON PPN: 454-13-003

